

Tenancy conditions

for an assured non-shorthold tenancy

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1 Welcome

Your tenancy agreement gives you the right to live in your home as long as you pay rent and other charges. You must keep to the conditions of this agreement.

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

We are committed to making sure that your home and the services we provide are of a high quality. We want you to live in a peaceful neighbourhood, without any antisocial behaviour. We expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must pay your rent and any service charges on time.

If we fail to meet our responsibilities under this agreement, you must tell us and give us the opportunity to put things right. If you break your side of the agreement, we will usually give you the chance to put things right before we take legal action against you. However, if we think you have broken these conditions in a very serious way, we may take action immediately. We think this is fair but firm, and makes sure that all our residents can live happily in their homes.

2 Definitions

This section sets out what we mean when we use particular words and phrases throughout this tenancy agreement.

Fittings

All of our appliances and furniture in the property, including fittings for supplying or using gas, electricity and water.

We will tell you which fixtures and fittings are not ours but which we have left in the property in case you want to use them (for example, carpets, curtain rails and curtains). We will not maintain these items. If you do not want them, we will remove them before you move in.

Local area

The area your home is in, including homes owned by us, the council and private landlords, and local shops and facilities serving the local area.

Lodger

A person who pays you money to let them live with you in the property e.g. student

Maisonette

A flat with more than one floor.

Member of your family

Parents, children (including foster children), grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, cousins and step relatives.

Neighbours

Your neighbours include everyone living in your local area, including people who own their own homes and other tenants.

Partner

Any person who lives with you as husband, wife or civil partner

Permission in writing

A letter from us giving you permission to do certain things.

Possession order

An order made by the court to evict you (force you to leave your home). We must apply to a court if we want you to leave your home. The court will only agree if it decides that it is reasonable for us to be given back your home.

Rent Assessment Committee

A committee which decides whether rent is reasonable if there is a disagreement.

Service charges

Most tenants pay service charges. These are charges for services we provide that on top of providing you with a home. For example, we will charge you for cleaning shared areas, and cutting grass in shared areas around your home. Usually, you can claim Housing Benefit to help pay for your service charges.

Sublet

To let part of your property to another person, giving them exclusive rights to part of the property. You must seek our written permission before subletting any part of your home.

Visitor

Anyone who comes into your local area to visit your home or a member of your household (the visit can take place in your home or anywhere in the local area).

We

Orbit South Housing Association Limited, and our officers, approved subcontractors and representatives.

You

The tenant. If you are joint tenants, 'you' means either or both of you.

3 Our responsibilities

3a We will allow you to live peacefully in your home.

We will not try to get into your home unless:

- we want to inspect it;
- we need to inspect or carry out repairs (or other work) to your home or to a nearby property;
- we need to deal with an emergency; or
- a court has ended your tenancy.

3b We will provide services.

We will provide the services listed in the service-charge schedule. You must pay a service charge for these.

3c We will repair your home and shared facilities.

We will repair the structure and outside of your home.

We will carry out repairs to equipment in your home for supplying water gas and electricity. We will repair shared entrances, halls, stairways, lifts, passageways and other shared areas. We will monitor and maintain services we provide to shared areas and facilities.

You are responsible for some minor works which are listed in the resident handbook.

3d We will provide temporary accommodation when we carry out major work.

Where we consider that we cannot reasonably carry out work to your home (whether this is repair or improvement work) while you and your household are living there, we may ask you to move to temporary accommodation for as long as it takes to carry out the work. We will tell you when the works are completed and you will be required to move back to the property.

3e We will carry out a gas check. We will carry out a gas-safety check each year (if your home has gas). We must do this by law. We will do all we can to carry out the safety inspection at times that suit you.

We will take legal action to get into your home if you do not allow us in.

3f We will give you advice about antisocial behaviour. If you tell us you are the victim of antisocial behaviour, we will give you help and advice. For more information about antisocial behaviour, please read section 4.2.

3g We will give you information and consult you. We will let you have information about the services we provide and tell you how you can apply for these services. You can also get information through our website and through regular newsletters. We will give you information about how we are performing, as set out in the charter for housing association applicants & residents

We will consult all our tenants about managing and maintaining our homes. One of the ways we do this is through residents' associations and the tenant and resident forums. We encourage you to give us your views by joining associations and organisations we recognise.

We can give you information about existing organisations, or advice on setting up a residents' association if there isn't one in your area.

3h We will consult you about any changes to this agreement. Except for changes to your rent or service charges, or as a result of changes in the law, we will consult you if we are thinking about changing your tenancy agreement. We will only change the agreement if you and we agree in writing.

3i We will protect your personal information.

We are part of the Orbit Group. We will process details we have about you in line with the Data Protection Act 1998, so we can process your application for housing and manage your tenancy after that. This may involve giving information about you to other parts of our group and to other people and organisations (for example, our legal advisers).

By signing this tenancy agreement, you agree to us giving out and using information about you. This includes allowing your housing officer to check whether you may be entitled to Housing Benefit to help you pay your rent.

If you receive support services as part of your tenancy, you agree that we can share information (when necessary) with any person or organisation which provides the support services. Please see your resident handbook for more information

4 Your responsibilities

4.1 Rent

- 4.1a Paying your rent, service charges and other charges You must pay the rent, service charge and all other charges for your home on time. You must pay your rent every week in advance. If we change your rent, we will do so in line with our policies.
- 4.1b Joint tenants If you are a joint tenant, you and the other people on your joint tenancy are responsible for all the rent and all other charges when they are due. This means that if the other joint tenants do not pay their share of the rent and charges, you must pay all of the rent and other charges.
- 4.1c Legal action for not paying your rent If you do not pay your rent, service charge and other charges, we may take you to court and ask for you to be evicted from the property. When your tenancy ends, you must leave your home and pay immediately any rent, charges or costs which you owe.
- 4.1d If we owe you money We may take any money you owe us before we pay you any money we owe you.
- 4.1e Changing your rent If we increase or decrease your rent, we will give you at least one month's notice of what your new rent will be. We will usually change your rent once a year and you will have to start paying the new rent from the first Monday in April each year.
- a We will increase your rent on the first Monday in April after your tenancy starts.
 - b If we want to put up your rent after this, we will do this in line with section 13 of the Housing Act 1988. After the first increase, we will put up your rent no more than once every 52 weeks. We will usually do this on the first Monday in April.

- c Under section 13 of the Housing Act 1988, if we put up your rent we must give you at least one month's notice of the increase and tell you when you will have to start paying the new rent.
- d You have the right to pass the notice to the Rent Assessment Committee, who can decide what the highest rent should be.

4.1f Changing your service charge

The charge for the services that you must pay 'The service charge' is set out in the service charge schedule. The charge includes elements for the Association's costs of administering the services and towards the replacement costs of items required in order for services to be provided that may require expensive repairs or replacement over time.

If we want to change the service charge, we will give you at least one month's notice in writing.

The service charge may be increased or decreased at the start of each account year to reflect any increases or decreases in the estimated costs of the services or their administration plus or minus any surplus or deficit arising from the difference, if any, between the estimated and actual costs of providing the services or administering them in any previous account year

When we work out your service charge, this is from 1 April in year one to 31 March the next year. We call this the 'account year'.

4.1g Service-charge accounts

Within six months of the end of each account year we will send you a service charge statement which will be certified by a qualified accountant. You have the right to ask to see our receipts and other documents associated with the service charge but you will have to pay our costs of dealing with this request.

- 4.1h Changing the services we provide From time to time, we may change the type or level of services we provide. If we do, we will consult you first and consider your comments. If you think we should make changes to a service, you can suggest this to us.
- 4.1i Water charges If charged, the weekly water charge you pay to us will be the actual amount we pay to the water authority a year apportioned on a weekly basis. If the water charge goes up or down, we will write to you and the change will take place immediately. We may change the way we collect your water charge and may arrange for you to pay this direct to the water company.
- 4.1j Support Services If you are receiving support services at the start of your tenancy, it is a condition of your tenancy that you continue to receive and use those support services and that you pay for the services (unless they are paid for by the Government).
- If the charges for your support services are paid for by the Government, and the funding for them is reduced or stops altogether, we have the right to stop providing the services if you cannot or will not pay for them. We will consult you to discuss whether we can continue to provide the support services. If we cannot, we will give you at least 28 days' notice in writing. To find out what support you receive, please read your residents' handbook.

4.2 Antisocial behaviour and hate crime

You must not behave in the following ways or allow anybody else to behave in the following ways. This applies whether in your home, the locality of your home and at any of our offices

- a Using, or threatening to use, violence.
- b Behaving in a way that is likely to annoy or cause nuisance.
- c Playing any radio, TV, sound system or musical instrument so loudly that it is likely to annoy or cause nuisance.
- d Using (or threatening to use) violence towards any member of our staff, or our contractors or representatives.
- e Harassing anyone living in or visiting the locality.
- f Harassing any of our staff, contractors or representatives.
- g Using your home for any illegal activity or engaging in any illegal activity in your home. This includes (but is not limited to) keeping, growing or selling illegal drugs, keeping or handling stolen property and keeping any illegal gun or other weapon.

Antisocial behaviour can include failing to do something such as not controlling your children or pet as well as doing something.

Harassment includes, but is not limited to, any of the following. Harassment must have occurred on at least two occasions

- Any behaviour or actions which stop somebody else enjoying their home or the area around it.
- Damaging, or threatening to damage, somebody's belongings (including their home).
- Writing threatening, abusive, offensive or insulting graffiti.
- Anything which makes somebody else feel uncomfortable or causes them inconvenience.
- Any behaviour or action which threatens anybody else's physical or mental health, safety, security or sense of wellbeing.

Being a victim of hate crime is a frightening and unique experience.

We recognise that there are different kinds of hate crime, based on people's race, sexuality, disability or for some other reason. If you tell us you have been a victim of hate crime, we will take your complaint seriously and deal with it sensitively and sympathetically.

We may take legal action to evict you if you (or members of your household) or your visitors behave antisocially or are convicted of a crime that was committed in your home or in the local area.

4.3 Using your home

- 4.3a Using your home You must use your home as your main and private home.
- 4.3b Leaving your home empty If you are going to be away from your home for more than 28 days, you must tell us. We will then know you have not left your home permanently. If your job means you are often away, or you know beforehand that you will be away for long periods of time, you should discuss this with us.
- 4.3c Abandoning your home We will assume you have ended your tenancy if you are away from your home for 28 days, without telling us. If your tenancy stops being an assured tenancy because you have abandoned your home, we may end your tenancy by giving you four weeks' notice in writing.
- 4.3d Using your home to run a business or an organisation You must not run a business or organisation from your home without getting our permission in writing. We will not refuse permission unreasonably. If we give our permission and the business or organisation annoys your neighbours or other people living in the local area, we may take away our permission by giving you notice in writing.
- 4.3e Using a loft If your home has a loft, where access is through your home and where the loft space is only above your home, you must only use the space for storing your belongings and you must not put too much weight into the loft. You must not change the loft or remove any insulation in the loft space. You must not access or store anything or affix TV aerials etc within a common loft space.

- 4.3f Notices and signs You must not put up any notice, advert, sign or board on the outside of your home (or inside your home if it can be seen from the outside) without getting our permission beforehand and any relevant planning permission.
- 4.3g People staying with you You must not let people stay at the property for more than 28 days who you did not tell us about on your housing application form without our written agreement. We will not unreasonably refuse permission. You must not overcrowd the property.
- 4.3h Storage in communal areas You must not place any item or store such items as bicycles, prams or invalid carriages etc in any communal areas, staircase or corridor as these are means of escape in case of fire.

4.4 Repairs

4.4a Your responsibilities

- 1 You must keep the inside of your home clean and in a good condition, and decorate it as often as is needed.
- 2 You are responsible for doing small repairs and replacing small items. You can find a list of repairs you are responsible for in your residents' handbook.
- 3 If any repairs are needed that we are responsible for, you must tell us as soon as possible.
- 4 You, your family, anyone else living with you, and visitors to your home must not damage or cause damage through neglect, or misuse any part of your home or the areas shared with other residents. If we have to do any work due to neglect or misuse or you have failed to report a repair, we will charge you for our costs.
- 5 You must allow our staff, contractors and representatives to enter your home to inspect or carry out repairs, or other work, at reasonable times. We will normally give you at least 24 hours' notice that we will be calling, unless it is a repair that needs to be done in an emergency.
- 6 In an emergency, we may have to force our way into your home if we cannot get into it in any other way. Examples of an emergency include if water is overflowing or if somebody's life or physical safety is in danger. In this case we will tell the police, secure your home and repair any damage we have caused by forcing our way in.
- 7 If we have arranged to visit you but you are not in or refuse to let us into your home, we may charge you for the cost of the visit.
- 8 If we have to take legal action to enter your home, we will ask the court to make you pay the cost of the legal action.

4.4b Alterations and improvements

You must have our written permission to carry out improvements or make any changes (alterations) to your home. You will be responsible for repairing and replacing these improvements or alterations.

If you undertake alterations or improvements without permission we may ask you to put the property back as originally let to you. We may also charge you for any of our costs if we need to take legal action or carry out this work.

When you leave your home you must leave the improvements or alterations or put the property back to the way it was before you did the work. If you fail to do this, we will charge you the cost of doing the work ourselves.

Where your home has a communal television reception system we will not give permission for you to install your own satellite dish or aerial.

4.5 Health and safety

4.5a Pests You must not allow the property to become infested with rats, mice, fleas, cockroaches or other pests.

4.5b Rubbish You (and your household and visitors) **must not**:

- 1 use rubbish chutes between 9pm and 7am;
- 2 put large or bulky items down any rubbish chute (this may block the chute); or
- 3 leave rubbish bags around shared bins or bin areas or outside your front door.
- 4 leave large items such as sofa's or fridges in communal areas or outside of your home in any area adjacent to your home

You **must**:

- 1 make sure you put your bags of rubbish into the shared bins;
- 2 wrap everything that is put down any rubbish chute in small plastic bags; and
- 3 clean up any spills or items dropped in shared areas.

You, your household and any other person living in or visiting your home (including children) **must not do any of the following**.

4.5c Storing materials that will catch fire easily You must not bring or store materials that catch fire easily (such as petrol or gas (LPG)) in your home. You must get our permission in writing if you need to store oxygen cylinders for medical reasons.

4.5d Gas and electricity You must not interfere with or make changes to the electrical or gas systems, fittings or meters inside or serving your home.

- 4.5e Storing vehicles or similar items You must not store any appliance or vehicle which runs on petrol, diesel or paraffin inside your home or in the shared areas. If you have a lawnmower or other gardening tools that run on liquid that catches fire easily, you must store them outside in a storage area at a safe distance from people's homes.
- 4.5f Fire equipment You must not interfere with any equipment for detecting or putting out fires.
- 4.5g Security You must not put your neighbours' or other visitors' safety or security in danger.
- 4.5h Wild birds and animals You must not feed wild animals or birds (for example, pigeons or seagulls), outside your home or from balconies where it would be likely to cause a nuisance.
- 4.5i Lifts You must not damage or overload lifts.
- 4.5j Syringes You must not leave syringes in areas where people may come into contact with them. You must get rid of syringes safely in an approved container.
- 4.5k Getting rid of oil and poisonous substances You must not pour any liquid that catches fire easily (such as petrol or engine oil), or any other poisonous liquid, into the main drainage system. You can get advice how to get rid of these substances from your local council.
- 4.5l Smoking in shared areas You must not smoke in shared areas inside buildings or blocks of flats, including shared lounges, kitchens, stairways and corridors. Areas where smoking is not allowed have signs up and you are not allowed to smoke in any of these places. If you break the law, you could be fined £50 each time.

You must also do everything you can to make sure that, if you smoke in your own home, smoke does not blow into your neighbours' homes or the shared areas. You must also do everything you can to control the danger of fire if you smoke in your home.

4.6 Keeping pets

4.6a Keeping a pet You may keep a pet or animal in your home as long as it does not cause a nuisance.

You must not keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976.

You must get our permission if you want to keep a dog that is classed as dangerous under the Dangerous Dogs Act 1991. If we give our permission, you must keep to the Act. For more information about this, please read your tenants' handbook.

4.6b Nuisance You are responsible for any pet in your home. You must not allow any pet to cause a nuisance (for example, you must pick up dog mess from shared areas and you must not allow a dog to bark for long periods). We may ask you to get rid of your pet if we receive complaints about it.

4.6c Fences You are responsible for providing and maintaining fences that are needed to keep your pet from escaping.

4.6d Pigeons and other birds If you want to keep pigeons or birds in a shed or aviary, you must get our written permission to do so.

4.6e Livestock

You must not keep livestock (e.g. chickens or farm animals) at the property.

4.7 Gardens and balconies

By 'garden' we mean lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas

You (and people living with or visiting you) **must not** do any of the following.

4.7a Maintaining your garden or balcony You must not allow rubbish to build up in your garden, on your balcony or in the shared areas. You must keep all gardens and balcony areas neat and tidy.

4.7b Putting up a garage or shed If you have a shared garden, you must not put up a greenhouse or shed without getting our permission in writing. If you have a private garden, you must get our permission before you put up a greenhouse or shed over two metres square or more than one greenhouse or shed. We may withdraw our permission if the building causes a nuisance or becomes unsafe. You must not build a garage in your garden without getting our permission in writing.

4.7c Fish ponds and swimming pools You must not build a fish pond, swimming pool or water feature without our permission in writing.

4.7d Changing or replacing fences You must not move, change, or replace any fence or boundary of your home without telling us. We may ask you to move any fencing or other structure that you have put up if we think it is dangerous or it causes a nuisance. If you do not move it, we may do this ourselves and charge you a reasonable cost.

4.7e Planting trees and hedges You must not plant large types of trees in your garden or other shared area. For example, you must not plant Leylandii conifers, willow, oak, ash and so on. This is because the roots can damage the structure of your home. Should they do so we may seek the repair cost from you

You must not allow any hedge to grow more than two metres high or overhang footpaths, public roads or your neighbours' gardens.

4.7f Digging

You must not dig in the garden to more than 0.5 metres without our permission in writing.

In some areas there may be restrictions on digging due to the possible hazard of contaminated materials being buried in the soil. We will advise where this is or where it may be located, and a permit to dig may be necessary. There may also be restrictions placed upon the growing of vegetables in such areas.

4.7g Shared gardens

You must not put fences up in any part of a shared garden. You must not plant anything in a shared garden unless you have our permission in writing.

4.8 Vehicles

By 'vehicle', we mean any car, motorbike (and other two- and four-wheeled petrol powered bikes), van or lorry, boat, caravan and so on.

You **must not** do any of the following.

4.8a Parking You must not park anywhere except in a garage, on a parking space or hardstanding, or on a drive.

4.8b Grassed and pedestrian areas You must not park on or drive over any grassed or pedestrian area around your home. You must only use the parking areas.

4.8c Double-parking and blocking the road You must not park alongside another vehicle or block other drivers, including the emergency services' vehicles.

4.8d Parking other vehicles or trailers You must not park any motor home, bus, caravan, boat, large trailer or business vehicle weighing over 3,500 kilograms (when it is empty) at your home or on any other land we own without getting our permission in writing.

4.8e Repairing cars You must not carry out major repairs or keep vehicle parts at your home, in your garage or on your parking area in a way that is likely to annoy people or cause nuisance.

4.8f Vehicles that are not roadworthy You must not park any vehicle which is untaxed or is not roadworthy on any land we own, including your home. If you do, we may remove the vehicle. We will give you at least 24 hours' notice. We will use reasonable care when we remove it. We will charge you our costs.

4.8g Motorbikes You must not store or repair motorbikes inside your home or in shared areas.

4.8h Your parking You must not sell, rent or give away a parking space

space which we provide for you.

4.8i Parking permit You must not park without a valid permit, or allow your visitors to park without a permit, if there is a parking scheme where you live.

4.8j Electric buggies and wheelchairs You must not park electric buggies or wheelchairs in shared areas inside the building your home is in (except for areas specifically set aside for that purpose) or where they could cause a nuisance or be dangerous.

In some sheltered-housing schemes, we have provided areas for you to store electric wheelchairs and buggies. For more information, please read your resident handbook.

5 Your rights

- 5a Right to live in your home
- You have the right to live in your home without us interfering for the length of this tenancy, as long as you keep to the conditions of this agreement. However, you must allow us into your home to carry out repairs, safety checks and so on.
- 5b Right to a secure tenancy
- You are an assured tenant as long as your home is your only or main home. We will normally give you at least four weeks' notice in writing if we are going to apply to the court for a possession order to evict you. However, if you have done something very serious which breaks the conditions of this agreement, we may take action immediately. We can only end your tenancy for the reasons listed in section 7.
- 5c Right to take in lodgers and sublet your home
- With our written permission you may take in lodgers. you may also sublet part of your home. (Subletting is when you let part of your home to another person, and they have the right to use that part of your home.) We will not unreasonably withhold our permission. If you live in sheltered housing, you do not have the right to take in lodgers or sublet.

5d Right to make Improvements

You may make improvements and changes to your home, or extend it, as long as you get our permission first and get all the other permission you need (for example, planning permission or building regulations approval). We will not unreasonably withhold our permission, but we may only give it on the condition that you carry out the work to a certain standard.

When you leave your home, you may have the right to receive compensation for the improvements you have made, but only when our written permission has been previously given. You can find a list of the improvements which qualify for compensation, along with more information about getting permission to carry out improvements, in your residents' handbook.

5e Right to repair

You have the right to have repairs carried out within particular time limits. If we fail to carry out the repairs within the time limits you must contact us. You may be able to claim compensation from us. Please read your residents' handbook for more information about when you can use this right.

5f Right to exchange

You have the right to swap your home with another tenant of a housing association or council. However, you must get our permission in writing first. Our permission will not be unreasonably withheld. We may refuse if you or the people you want to swap with do not meet certain conditions. If we do refuse to give you permission, we will explain why.

5g The right to pass your tenancy on to somebody when you die

If you die, and as long as you are not a successor (as defined in 5h), the following persons have a right to succeed to this tenancy.

- 1 Your spouse or a person living with you as your spouse or a civil partner or a person living with you as a civil partner provided that they occupied the property as his/her only or principal home at the time of your death. Under section 17 Housing Act 1988 this right occurs automatically.
- 2 If there is no person entitled to succeed to this tenancy under Section 17 of the Housing Act 1988, but there is a member of your family as defined in S.113 of the Housing Act 1985 who:-
 - a occupied the property as their only or principal home; and
 - b lived with you throughout the period of 12 months ending with your death; and
 - c within 1 month of your death (or such longer period as the Association may in its absolute discretion allow) satisfies the Association acting reasonably that they fulfil the requirements of clause 5g2. a and b above; and
 - d pays use and occupation charge and all other charges under this agreement in the same amount as applied at the date of your death.

Then the Association agrees that it will not take any steps to terminate your tenancy provided that they apply for Grant of Probate or letters of Administration within 6 months of your death copying such application to the Association at the time it is made and that they are successful in that application and that your tenancy then devolves to them under the Grant of Probate or letters of Administration.

If no satisfactory evidence that your tenancy

has devolved to them is produced within months commencing with the date of your death, or the person fails to comply with any of the requirements set out above in this clause or the person behaves or fails to behave in any way that would be required by your tenancy agreement then the Association may bring your tenancy to an end and seek possession of the property.

- 3 If there is more than one family member who satisfies the requirements of clause 5g2 a. b. and c. and willing to satisfy d. and they cannot agree who is to seek the grant of probate or letters of administration the Association may decide (in its absolute discretion) to bring your tenancy to an end and whether to enter into a new tenancy agreement with any of the family members.
- 4 If your tenancy devolves to a person under your will then the Association may seek possession relying upon ground 7 (see section 8). The Association agrees that it will not seek possession under ground 7 if your tenancy has devolved under your will to a member of your family as defined in section 113 of the Housing Act 1985 and who satisfies the requirements of clause 5g a. and b. above.

5h Successor

You are a 'successor' for the purposes of this Tenancy Agreement if you:

- a are a person who was a joint tenant and have become a sole tenant; or
- b are a spouse or partner in whom the Tenancy has vested under Section 17 Housing Act 1988; or
- c fall within the definition of successor set out in Section 17(3) Housing Act 1988; or
- d became the tenant under the Will or on the intestacy of a former tenant of the Property.

- e you became the tenant as a result of an assignment other than in the circumstances set out in section 5h 7 and 4J 8.
- f became the tenant as a result of a court order under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was a successor.
- g became the tenant under the right to exchange (see 5f) and you were a successor under your previous tenancy.

5i Special rights to inherit your tenancy

If you are not a successor as defined in clause 5h and if on your death there is no person who satisfies the provisions of Clauses 5g 1 or 2 the Association agrees that if a person:-

1. is a member of your family (as that expression is defined in Section 113 of the Housing Act 1985); and
2. lawfully occupied the property as their only or principal home at the time of your death and lawfully resided with you throughout the period of twelve months ending with your death; and
3. makes a claim in writing to the Association within three months of your death or such longer time as the Association shall in its discretion allow;

then the Association having brought this tenancy to an end may (in its absolute discretion) enter into a new tenancy with such person either of this property or such other property as the Association shall consider suitable and such Tenancy shall be upon such terms and conditions as the Association considers appropriate provided that if more than one person makes a claim under section 5i the Association, in the absence of agreement between such claimants, will in its absolute discretion select the person who may pursue the claim.

5j Right to acquire	You may have the right to acquire your home. Please contact us if you want to know whether this applies to your home.-
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6 Ending your tenancy

When you move out of your home, you must do the following.

6a Giving notice and leaving your home You must give us four weeks' notice in writing that you want to leave your home, and the last day of the notice should be a Sunday. You must not stay in your home after the notice has ended, and you must leave it clean and tidy.

6b Leaving your home empty and giving back your keys You must move out of your home and remove all of your furniture and belongings. You must leave your home empty and return all the keys to us.

You must do this on or before the day your tenancy ends. If you do not give us all the keys to your home and/or do not leave your home empty you will continue to be liable to pay us for the use of your home until we are able to get possession of the property back. We will also charge you for the cost of replacing keys and locks. If you post keys through our letterbox, please clearly mark the address on the keys.

6c Charges we may make You must pay all rent and other charges up to the date your tenancy ends.

We may also charge you if we have to:

- 1 remove and get rid of any items or rubbish that you leave without our permission;
- 2 redecorate if you have not kept the inside of your home decorated to a reasonable standard;
- 3 clean your home or get rid of any rubbish;
- 4 do any work which should have been carried out before the date your tenancy ended (for example, putting back any alterations you have made or repairing any damage to your home;) or
- 5 find you if we need to get back rent you owe or other money you owe us.
- 6 take legal action to recover our costs

7 Notices

7a Delivering notices and letters We will deliver all letters and notices to you by hand or by leaving them at (or posting them to) your home. You will be considered to have received them two working days after they have been delivered or posted. If your home has a communal post box delivery to this post box will count as delivery to your home.

7b Where to send notices to You must send any legal notices to:

**Orbit South Housing Association Limited
Foy House
27-29 High Street
Margate
Kent
CT9 1DL**

We are registered with the Housing Corporation under section 5 of the Housing Associations Act 1985 and we are a Registered Social Landlord under the Housing Act 1996.

Your home is held by (or in trust for) a charity and your tenancy is granted under paragraph (a) of section 36 (9) of the Charities Act 1993.

8 Grounds for Possession

Below is a list of reasons (grounds for possession) we can ask the court to ask you and your household to leave your home and hand it back to us. These reasons are also set out in schedule 2 of the Housing Act 1988. If you would like more advice, contact us or get advice from a Housing Advice Centre, Law Centre, citizens advice bureau, or a solicitor.

Ground 7: Inheritance of Tenancy

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

PART II - DISCRETIONARY GROUNDS FOR POSSESSION

Ground 9: Suitable alternative accommodation

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10: Rent Arrears

Some rent lawfully due from the tenant-

is unpaid on the date on which the proceedings for possession are begun;
and

except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 12: Breach of tenancy

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13: Deterioration or premises

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purpose of this ground, 'common parts' means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14: Nuisance

The tenant or a person residing in or visiting the dwelling-house-

- has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or

has been convicted of-

- using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
- an arrestable offence committed in, or in the locality of, the dwelling-house.

Ground 14A: Domestic Violence

The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and-

- one or both of the partners is a tenant of the dwelling-house
- the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- one partner has left the dwelling-house because of violence or threats of violence by the other towards-

a that partner, or

b a member of the family of that partner who was residing with that partner immediately before the partner left, and the court is satisfied that the partner who has left is unlikely to return

Ground 15: Deterioration of furniture

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16: Letting tied to employment

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

Ground 17: Misrepresentation

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by- the tenant, or a person acting at the tenant's instigation.