



creating places  
where people  
want to live

# Assured shorthold tenancy agreement

terms & conditions

# Contents

1. Welcome to London & Quadrant
2. About the tenancy agreement
3. Our responsibilities
4. Your rights
5. Your responsibilities:
  - a. Paying the rent
  - b. Using your home
  - c. Anti social behaviour
  - d. Repairs and maintenance
  - e. Health, safety and hygiene
  - f. Pets
  - g. Gardens
  - h. Vehicles
  - i. Ending your tenancy
  - j. Getting permission
6. Notices
7. Grounds for possession
8. Definitions

# 1. Welcome to London & Quadrant

We want you to enjoy living in your London & Quadrant home.

We believe it is important that we make it clear from the start of your tenancy what you can expect of us and in turn what we will expect from you during your tenancy. This document sets out your rights and responsibilities, and our responsibilities to you as landlord under the tenancy agreement.

This tenancy is an assured shorthold tenancy. An assured shorthold tenancy is a type of assured tenancy but one which we can, if necessary, end early by serving you with two months notice and going to Court to get a possession order. If we do this, unlike a normal assured tenancy, we do not have to provide a ground for possession ie a reason for getting a possession order (see Section 8 – Definitions, for an explanation of “ground for possession”)

We are committed to ensuring that your home and the services we provide are of high quality. We want you to live in a peaceful neighbourhood free from anti-social 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 charge on time.

These are reasonable expectations. If we fail to meet our responsibilities under this agreement we expect you to tell us and give us the opportunity to put things right. If you break your side of the agreement we will tell you and give you a chance to put things right. If you fail to take this opportunity then we will take legal action and you may lose your home. We feel this firm approach is only right to ensure that all our residents can live happily in their homes.



## 2. About the tenancy agreement

1. By signing this agreement you are agreeing to become our tenant. This is an assured shorthold tenancy.
  2. This tenancy agreement is a legally binding contract between you and us. If there is anything you do not understand please ask a member of our staff or seek advice from a Citizens' Advice Bureau, Housing Aid Centre or Law Centre.
  3. This agreement follows the guidance for all Registered Social Landlords issued in the "Charter for Housing Association Applicants and Residents" by the Housing Corporation.
  4. With the exception of any changes in rent or service charges, or as a result of government legislation, this agreement may be changed by the following procedure contained in sections 102 and 103 of the 1985 Housing Act:
    - By agreement between us and you; or
    - By us providing you with written details of the proposed changes and a statement explaining their effect. We will ask for your comments and give you a reasonable time to reply, usually 28 days;
    - We will consider any comments we receive before making a decision;
    - We will then issue a written 'Notice of Variation' stating the new wording and giving you 28 days notice before the changes take effect.
- We will make no variation if it would:**
- Reduce your security of tenure under the agreement
  - Reduce our responsibilities to keep your home in good repair
  - Reduce your right to be consulted about any changes to the housing management service which are likely to have a significant effect on you.
5. Your neighbours have the same rights and responsibilities as you. Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living in or visiting your home. This includes children.
  6. Under this agreement you have the right to live peacefully in your home. We will not interfere with this right unless any of the following apply:
    - We need access to your home to inspect or carry out repairs, servicing, or other work to your home or an adjoining property.
    - A Court has given us possession by ending this tenancy.
    - You have ended this tenancy.
  7. We will comply with the 1998 Data Protection Act as amended from time to time. We will allow you to inspect certain information which we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you for providing copies of the information. By signing this agreement you agree that we can disclose personal information we hold about you to third parties if it is reasonable for us to do so in the course of our business as a provider of social housing. Examples of third parties we may need to make disclosure to are other landlords, the police or other public agencies. We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if otherwise authorised under the Data Protection Act.

## 2. About the tenancy agreement

- 8.** If you feel we have not kept to the terms of this agreement you can use our Complaints Procedure (Customer Feedback) to tell us. If you are still unhappy with our response you can take advice from a Citizen's Advice Bureau, law centre or solicitor. As a final step you can contact the Independent Housing Ombudsman Service.
- 9.** If before the start date of this Agreement you were the tenant of another of our properties you must give us vacant possession of your previous property. Provided you give us vacant possession i.e. nobody is left in the property, we and you agree that your previous tenancy will end from the date this new agreement starts.
- 10.** If when your previous tenancy ends you owe us any money you must agree how you are going to repay this before entering into your new Tenancy Agreement. We may ask you to sign a schedule setting out the amounts you owe us and how you are going to pay these off. The schedule will form part of this tenancy and if you fail to keep up with the payments it will be a breach of this agreement.
- 11.** The people who can live in your home are those you told us about when you applied for housing. Their details appear at the beginning of this agreement. Before anyone else comes to live with you for more than four weeks, you must get our permission. We may refuse you permission to let them stay at your home.
- 12.** The Contracts (Rights of Third Parties) Act 1999 does not apply to this tenancy. This means that other people cannot enforce any rights or obligations under the tenancy other than you and us.
- 13.** Where this agreement refers to Acts of Parliament (e.g. Housing Act 1985 etc), those references include any changes or modifications made to those Acts in the future.



## 3. Our responsibilities

1. We will make sure the structure and exterior of your home are kept repaired.
2. We will make sure all fixtures and fittings for water, gas, electricity, space and water heating are kept repaired and in working order.
3. We will periodically decorate the outside of your home and any shared areas.
4. We will make sure that common entrances, halls, stairways, lifts, passageways and other communal areas are kept repaired.
5. We will carry out repairs we are responsible for, such as repairing or replacing fixtures and fittings which we own.
6. In providing a housing service we will comply with the regulatory framework and guidance issued by the Housing Corporation.
7. We will provide you with information about how to use your home and gain access to our services when you need to.

## 4. Your rights

This agreement gives you the right to live in your home.

- 1.** You have the right to live in your home without interference from us unless any of the circumstances explained in Section 2, clause 6 above apply.
- 2.** Under the Housing Act 1988, when you die, if you do not have a joint tenancy, your tenancy will pass to your spouse if your home was also their only or main home at the time you died and they were living there with you. If you have a joint tenancy, the tenancy will pass automatically to the other joint tenant who will become the sole tenant.
- 3.** There can only be one succession. This means that if you are a successor yourself there cannot be a further succession (see Section 8 – Definitions for the meaning of successor).
- 4.** You only have the right to assign your tenancy (ie transfer it to another tenant) where an order is made by the Court.
- 5.** You have the Right to Repair (see Section 8 – Definitions for the meaning of Right to Repair).
- 6.** We will consult with you before making any changes in the management of your property that are likely to have a significant effect on you.
- 7.** You have the right to information about our housing management and maintenance policies and procedures, including allocations, transfers, repairs and consultation.



## 5. Your responsibilities

### a) Paying the rent

1. You must pay the rent and all other charges for your home every week in advance on a Monday. Other charges may include service charges or charges for heating. All charges and the total amount of rent to be paid will be specified at the start of your tenancy. If we let you pay at a different frequency (e.g. monthly or quarterly), you must pay on the agreed dates in advance.
2. If you receive Housing Benefit it is your responsibility to tell the Housing Benefit department immediately if your circumstances change where your entitlement to benefit may be affected. We may have to pay back overpaid benefit if you do not, in which case you must pay extra rent equal to the amount of benefit we must pay back.
3. If you are a joint tenant you are jointly and separately responsible for paying the rent and other charges due. This means that we can ask either of you to pay the full amount due and any arrears. If you become a sole tenant you will still be responsible even after the other tenants have left the home
4. You are also responsible for all previous debts owed to the Trust, such as rent due for a previous home (see Section 2, clause 10 above).
5. We may increase your rent on the first Monday in April following the start of this tenancy by the Retail Price Index (RPI) plus 1/2 a per cent. This means that the rent will go up by the same percentage as the percentage change in the RPI over the year ending in the December before the April when the increase is made plus a further 1/2 a per cent.
6. Any subsequent rent increase will be in line with the Housing Act 1988 (Section 13). Section 13 enables us to increase the rent by serving you with a notice in the prescribed form giving at least one month's notice of the increase and giving you the date when the increase will take effect. After the first year's increase we will increase the rent no more than once every 52 weeks. Any increase will usually be made on the first Monday in April.
7. Except for the first increase in rent under clause 5 above, you have the right to refer any subsequent increase (under clause 6 above) to the Rent Assessment Committee who can decide what the maximum rent should be. There are time limits for doing this. You also have the right during the first 6 months of the tenancy to apply to the Rent Assessment Committee to make a determination as to whether the initial rent under this agreement is reasonable by comparison with other similar properties in the locality. The Rent Assessment Committee can decide what the maximum rent should be. In any case where the Rent Assessment Committee fixes a new maximum rent, we cannot serve notice to increase the rent until one year after the Committee's determination takes effect.
8. We can reduce the rent at any time.
9. Where we provide services to your home, details of these are shown in the service charge schedule which you will receive at the start of your tenancy and which is attached to this agreement. The service charge is what is known as a fixed service charge and is payable as part of your total rent charge.
10. We will review service charges once a year at the same time as any review of the rent. Any change in the service charge will be notified to you in the notice of rent increase. After consultation with you we may add to, change or remove the services we provide.

## 5. Your responsibilities

11. You are responsible for paying your Council Tax and any water charge unless this is stated as being included in your rent in the Particulars of Tenancy.
  12. When your tenancy ends you must pay us any rent and other charges or costs owed.
  13. If you do not pay your rent we may apply to court and ask for you to be evicted from the property. We will charge you for the cost of taking you to court and we can recover the cost from you as extra rent.
  14. We may deduct any money you owe us from any money we owe you.
- b) Using your home**
1. You, your family, friends and relatives, and any other person living with or visiting your home, including children, must not use the property for any other purpose than a private home.
  2. You must live at the property, and it must be your only or main home.
  3. You must not part with possession of your home, sublet the whole or any part of it, or take in any lodgers.
  4. We advise you to take out home contents insurance for your belongings, as we are generally not responsible for any losses you may suffer.
  5. If you are going to be away from home for more than four weeks, you must tell us. We will then know you have not abandoned your home. If your job means you are often away, or you know in advance you will be away for long periods of time, you should discuss this with us.
  6. You must use your home for residential purposes only and you must not run a business from your home.
7. You must not place or exhibit any notice, advertisement, sign or board on the outside of the property or inside the property so that it is visible from the outside without getting our permission beforehand and any relevant planning permission.
  8. You are responsible for the behaviour of members of your household and your visitors in your home, and in the locality, of the property. You must ensure that they do not break the terms of this tenancy. This includes children under 18. If they do, you may be held responsible and could face legal action.
- c) Anti social behaviour**
1. You, your family, friends and relatives or anyone living with or visiting you (including children) must not do any of the following:
    - Anything which causes or is likely to cause a nuisance or annoyance to anyone in the local area;
    - Anything which interferes with the peace, comfort or convenience of other people living in the local area;
    - Use the property for any criminal, immoral or illegal purpose including selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution;
    - Harass or threaten to harass or use or threaten violence towards anyone in the locality of your home or the local area;
    - Harass or threaten to harass or use or threaten violence towards our staff, agents or contractors or any tenant representatives;
    - Use or threaten violence towards anyone living in the property;

## 5. Your responsibilities

- Use record players, radios, tape recorders, televisions, CD players, amplifiers, loudspeakers or musical instruments of any kind in a way that will annoy people, or so they can be heard outside the property;
- Use any domestic machinery or DIY equipment in such a way or at such times (e.g. at night or early in the morning) that it causes nuisance and annoyance to other people.

2. We may take legal action to evict you if you behave anti-socially or you are convicted of a crime committed at the property or in the local area.

**Note:** “Harassment” is defined at Section 8 - Definitions and includes all those matters set out there.

### d) Repairs and Maintenance

1. You are responsible for keeping the inside of your home clean and in good condition. You should redecorate as often as is needed to keep your home in good decorative condition.
2. You are responsible for doing minor repairs and replacements such as replacing broken glass (broken by you, your family or visitors), locks, light bulbs, plugs, blocked sinks and washbasins, and tap washers as quickly as possible.
3. You should keep any areas shared with other residents clean and tidy and free of rubbish.
4. You must promptly report to us any repairs needed that we are responsible for.
5. You must not make any changes or improvements to the property.
6. You, your family, anyone else living with you, or visitors to your home must not damage, or cause damage through neglect or misuse to, any part of the property or to areas shared with

other residents. If we have to do any work due to damage caused by neglect, misuse or failing to report repairs, we will charge you with the cost and this will be payable by you as extra rent.

7. You must allow our staff, agents and contractors to enter your home to inspect or carry out repairs at reasonable hours of the day. We will normally give you at least 24 hours notice that we will be calling, unless it is an emergency repair.
8. In an emergency where we cannot gain access we may have to force an entry. This might be, for example, where water is overflowing or somebody’s life or physical safety is at risk. In this case we will secure the property and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of the property or your failure to report repairs, we will charge you with the cost and this will be payable by you as extra rent.
9. You must allow access for our staff, agents or contractors to carry out annual servicing of appliances owned by us, for example gas appliances. We will give you at least 24 hours notice unless it is an emergency in which case we may enter to prevent damage to property or injury to persons.
10. If we incur costs when calling on a pre-arranged visit because access is refused or you are not in, we will charge you with the cost and this will be treated as extra rent. If we have to take legal action to enforce the right of entry we will ask the court for an order for the cost of the legal action to be paid by you.

## 5. Your responsibilities

**11.** Where we consider that we cannot reasonably carry out necessary works to the property (whether repairs or improvements) with you and your household remaining in the property, we may require you to move to temporary accommodation for as long as it takes to carry out the works. We will tell you when the works are completed at which point you will be required to move back to the property.

**12.** You must not fit a satellite dish, television or radio aerial without our written permission.

### e) Health, safety and hygiene

**1.** You, your family, anyone living with you, or visitors to your home, including children must do the following:

- Keep the property clean and tidy including any balcony. If we have to do work to bring it back to a reasonable standard, such as removing rubbish, we will charge you for this;
- Keep all shared areas such as entrances, stairways, corridors and landings clean and free from obstructions. You should not leave any personal belongings or rubbish in these areas. If we have to remove anything in these areas we may charge you with the cost of this work as extra rent;
- Put all refuse in appropriate bin bags, and dispose of in the chutes, containers or communal bin areas used for this purpose;
- Keep washing and drying areas and any other shared areas clear of rubbish and obstacles;
- Not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres);
- Not use any portable oil, paraffin or gas appliances in your home save for sealed oil-filled radiators;
- Not store any flammable materials such as gas, paraffin or oil in the property;
- Not store any vehicles powered by petrol, diesel or paraffin in shared areas such as hallways;
- Not throw anything from balconies or windows of either the property or shared areas;
- Not let anyone who you do not know into the building or jam open any communal or fire safety doors;
- Not tamper or interfere with or alter the electrical or gas systems, installations or meters in or serving the property;
- Not block the corridors, staircases, balconies or lifts.

### f) Pets

- 1.** If you live in a house or property with its own garden you may keep a cat or a dog without getting our permission.
- 2.** If you live in a flat or maisonette or other home without its own garden you will need our written permission to keep a cat or a dog unless it is a guide or hearing dog.
- 3.** You may keep other small pets e.g. small caged animals and birds or fish at the property without getting our permission.
- 4.** You, your family, or anyone living with you or visiting your home must not do any of the following:
  - Keep any animal in the property which requires our written permission without first getting that permission;
  - Keep any animals for commercial breeding purposes;
  - Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our staff, agents or contractors;

## 5. Your responsibilities

- Allow any animal you keep at the property to foul in your home or in the shared areas or outside the property on, for example, roads, footpaths or play areas in the local area;
- Keep livestock such as chickens, ducks, geese, or goats without our permission.
- Keep any unsuitable or dangerous animals.

### g) Gardens

1. You must keep any garden let to you as part of your tenancy in a tidy and cultivated condition and free of rubbish. If we have to clear any rubbish we will charge you with the cost of this work as extra rent.
2. You must not put up a shed, garage or greenhouse.
3. Save for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at the property.
4. You must not dig in the garden to a depth of more than 0.5 metres without our written permission.
5. You must not store any rubbish, furniture or appliances in the garden of the property. If you do we may have to remove the items and we will charge you with the cost.
6. You should keep any hedge around your garden maintained to a reasonable height and condition and not obstruct any footpath.

### h) Vehicles

1. You, your family, friends or anyone living with you or visitors to the property must not do any of the following:
  - Park a vehicle anywhere on the property unless it has a garage, parking space or driveway with hard standing and a dropped kerb;

- Park any vehicle on any land owned by us without a valid road fund licence or in an unroadworthy condition;
  - Park on land owned by us, except where it is designated for parking;
  - Build a parking space, garage or drive;
  - Park such as to block roadways, drives, footpaths or other vehicle or pedestrian access;
  - Park caravans, trailers, boats or a business vehicle of over 1 tonne in weight at the property or on any land owned by us. If we have to remove such a vehicle we will give at least 24 hours notice and will charge you for the cost of this and any costs of storage as extra rent;
  - Park without a valid permit, either for residents or their visitors, where there is a parking scheme in operation;
  - Carry out repairs except running repairs to your vehicle. Where we believe you may be receiving payment for repairs we may ask you to prove that the vehicle belongs to you. Should any damage be done as a result of such repairs we may carry out work to make this good and charge you with the cost as extra rent;
  - Sell, rent or give away any parking space or garage which we provide for you;
  - Double park or park in such a way that you obstruct other vehicles.
2. Where a proper place for parking is not provided, you should park on the road immediately outside the property, if parking is available and subject to any parking restrictions.

## 5. Your responsibilities

- 3.** By signing this agreement you authorise us to remove any vehicle that you leave abandoned on the property which breaks these conditions, or which we think has been abandoned or is dangerous. You must pay us extra rent to cover our expenses for removing and disposing of any such vehicle.

### i) Ending your tenancy

- 1.** If you intend leaving your home permanently you must do the following before moving out:
- Give us at least 4 weeks notice in writing ending on a Monday confirming that you will be ending your tenancy;
  - Return all keys to the property by 12 noon on the Monday on which the tenancy ends. If keys are returned after this time you will be charged another week's rent. If we have to fit new locks and keys we will charge you with the cost of this work;
  - Pay all rent and any other charges up to the date of the end of your tenancy;
  - Leave the property in a clean and tidy condition and free of rubbish. If we have to clean or clear the property, we will charge you with the cost of doing this;
  - Remove all furniture and personal belongings from the property (including any loft space) and from any sheds or garages you rent with the property. Until you clear the property completely, or it is cleared by us because you fail to do so, you will remain liable to pay us a sum equivalent to your rent;
  - Make sure all fixtures and fittings you have installed in the property and which you leave behind are in good working order;

- Leave your home in a clean and good decorative condition. We may charge you with the cost of cleaning the property;

- Make sure no-one is left in the property;
- Give us your new address.

- 2.** We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you do leave any belongings, we may get rid of them after taking reasonable steps to tell you, and then charge you for doing this. We are entitled (but not obliged) to sell anything left behind by you. If you owe us rent we can set the proceeds of any sale against your arrears. Otherwise, you will be entitled to any proceeds of sale less our costs of arranging to sell the belongings. If you do not collect the proceeds within 6 weeks of us writing to your last known address to tell you, we may use the proceeds for our own purposes as a registered social landlord.

### j) Getting permission

- 1.** You must get our written permission before doing any of the following:
- Let anyone who you did not tell us about on your housing application move in with you for more than 4 weeks;
  - Keep any animal that you need our written permission for in the property;
  - Put up a satellite dish, television or radio aerial.
  - In any case where you have to get our permission, we agree not to refuse permission unreasonably.

## 6. Notices

1. All letters and notices sent by us to you will be properly served if they are given to you in person, posted through your letterbox or posted to your last known address.
2. Any notices (including notices in proceedings) which you want to send to us should be sent to:

London & Quadrant Housing Trust  
Head Office  
Osborn House  
Osborn Terrace  
London SE3 9DR

## 7. Grounds for possession

**1.** As long as you remain an assured shorthold tenant and live in your home as your only or main home, we can only end your tenancy by obtaining a court order for possession. This can only be obtained in one of the following circumstances:

- because we have served you with a Notice Requiring Possession giving you two months' notice that we intend applying to court for possession. In this case, there is no need for us to show a ground for possession (see below and Section 8 – Definitions). If we obtain a possession order after serving a Notice Requiring Possession, we cannot enforce the order (ie evict you) earlier than 6 months from the start of this tenancy; OR
- on one or more of the grounds listed in the 1988 Housing Act as amended by the 1996 Housing Act or any grounds added by future legislation. If we do, we will usually give you four weeks notice of our intention to seek a possession order. However, we may give you shorter notice if we are allowed to under the Housing Act. In cases where we use Ground 14, we may issue proceedings on the same day we serve the Notice of Seeking Possession.

Set out below are the grounds for possession currently in force in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. We reserve the right to rely on any new or amended grounds introduced by future legislation. If any of grounds 1-8 are established the court must make an immediate order for possession. If any of grounds 9-17 are established the court may make an order after considering all the circumstances.

**2.** If your tenancy stops being an assured shorthold tenancy (for example, because the property is no longer your only or main home), we may end the tenancy by giving you four weeks notice in writing.

### Grounds for Possession

#### Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case) –

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwellinghouse as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

## 7. Grounds for possession

### Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and –

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice; and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

### Ground 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and –

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

### Ground 4

The tenancy is a fixed term tenancy for a term not exceeding twelve months and –

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act.

### Ground 5

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and –

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

### Ground 6

The landlord who is seeking possession or, if that landlord is a registered social landlord or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled –

(a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because –

- (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or
- (ii) the nature of the intended work is such that no such variation is practicable, or

## 7. Grounds for possession

(iii) the tenant is not willing to accept an assured tenancy of such part only of the dwellinghouse (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or

(iv) the nature of the intended work is such that such a tenancy is not practicable; and

(a) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money’s worth; and

(b) the assured tenancy on which the dwellinghouse is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977 as amended by Part I of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants [of the dwelling-house concerned] under an earlier assured tenancy [or, as the case may be, under a tenancy to which Schedule 10 to the Local Government and Housing Act 1989 applied], any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy or, as the case may be, to the grant of the tenancy to which the said Schedule 10 applied.

For the purposes of this ground “registered social landlord” has the same meaning as in the Housing Act 1985 (see section 5(4) and (5) of that Act) and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, within the meaning of the Charities Act 1993.

### Ground 7

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.

### Ground 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing –

(a) if rent is payable weekly or fortnightly, at least eight weeks’ rent is unpaid;

(b) if rent is payable

(c) rent is payable quarterly, at least one quarter’s rent is more than three months in arrears; and

## 7. Grounds for possession

(d) if rent is payable yearly, at least three months' rent is more than three months in arrears;  
and for the purpose of this ground "rent" means rent lawfully due from the tenant.

### Ground 9

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

### Ground 10

Some rent lawfully due from the tenant –

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

(b) 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 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

### Ground 12

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

### Ground 13

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 purposes 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

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

(a) 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

(b) has been convicted of –

(i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or

(ii) an arrestable offence committed in, or in the locality of, the dwelling-house.

### Ground 14A

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

(a) one or both of the partners is a tenant of the dwelling-house,

(b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,

(c) one partner has left the dwelling-house because of violence or threats of violence by the other towards –

(i) that partner, or

(ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and

## 7. Grounds for possession

(d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground “registered social landlord” and “member of the family” have the same meaning as in Part I of the Housing Act 1996 and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

### Ground 15

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 other 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

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.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

### Ground 17

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 –

- (a) the tenant, or
- (b) a person acting at the tenant's instigation.



## 8. Definitions

**Assured shorthold tenancy** – a tenancy granted in accordance with Chapter II of the Housing Act 1988 (as amended by the Housing Act 1996).

**Charter for Housing Association Applicants and Residents** – a document issued by the Housing Corporation which sets out all your rights as an assured shorthold tenant. A copy will be issued to each new tenant.

**Fixtures and fittings** – all appliances and furnishings (not removable furniture) in the property including those for supplying or using gas and water.

**Garden** – lawns, paved yards, spaces enclosed within your boundaries, hedges, flowerbeds, trees, shrubs, outside walls and fences attached to your home.

**Grounds for possession** – these are set out above. As confirmed in Section 7, we reserve the right to rely on any new or amended grounds introduced by future legislation.

**Harassment** – this includes, but is not limited to, any of the following:

- Any behaviour or actions which threaten the physical and/or mental health, and/or safety, and/or security, and/or sense of well-being of any other person;
- Any behaviour or actions which have a hurtful, detrimental or destructive effect on any person's peaceful enjoyment of their home or surrounding environment;
- Damage or threats of damage to property belonging to another person including damage to any part of a person's home;
- Writing threatening, abusive, offensive, or insulting graffiti; and

- Any action or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person.

**Home/the property** – the property you live in, including the garden (if you have sole use of it), but not including any shared areas.

**Housing Corporation** – the government agency which funds and regulates registered social landlords.

**Improvement** – any alteration or addition to your home.

**Local area** – the whole of the estate the property is on, and, in most cases, any other place within one mile of the boundary including privately owned or other rented properties. In some circumstances the definition of local area may go beyond one mile of your home.

**Lodger** – a person who you allow to share your home with you whether for a charge or not.

**Relative** – includes parent, children, grandparents, brothers, sisters, uncles, aunts, step relatives, adopted children, grandchildren, nephews and nieces.

**Rent** – in this agreement the word "rent" means all charges which you are obliged to pay under the terms of this agreement including anything which you must pay us as extra rent.

**Rent Assessment Committee** – a body which sits to determine the reasonableness of rents in the event of a dispute.

**Retail Price Index** – the UK Retail Prices Index (All Items) or if this stops being published, another published index of general prices or the value of money which we tell you we are going to use instead.

## 8. Definitions

**Right to Repair** – this means that we must carry out certain urgent or ‘qualifying’ repairs within set timescales. If we do not complete them within certain timescales (you can ask us for details) and do not give you a good reason for not doing the work, you have the right to get the work done yourself and charge us the reasonable costs of the repairs you carry out. This is in line with Section 96 of the Housing Act 1985.

**Service charge** – an amount charged in addition to the rent to cover services provided to homes communally, such as grounds maintenance, estate cleaning, lifts, door entry systems.

**Security of tenure** – the right of the tenant to live in their home under the tenancy agreement.

**Shared areas** – parts of the building which all tenants can use – the hallways, stairs, shared gardens.

**Spouse** – your husband or wife, or someone living with you as husband or wife – regardless of gender.

**Sublet** – giving another person the right to live in part of your home and charging them rent to live there.

**Successor** – a successor means one of the following people:

- A spouse or partner who the tenancy passed to under the Housing Act 1988
- Someone who has a joint tenancy and has become a sole tenant
- Someone who becomes the tenant after a court order transferring the tenancy if the person ordered to transfer the tenancy was a successor

**We, us, the landlord** – London & Quadrant Housing Trust.

**Vehicle** – a car, van, bike, boat, trailer for example.

**You** – the tenant, and in the case of joint tenants, any one or all of the joint tenants.

