



6 Year Fixed Term Affordable Rent (probationary period)

terms & conditions

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1. Welcome to L&Q

We want you to enjoy living in your L&Q 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 a six year fixed term tenancy with an initial probationary period. This means that the tenancy lasts for six years at the end of which you will either be asked to move out or we will renew your tenancy depending on your circumstances at the time and the way you have conducted the tenancy.

During the first year of the tenancy we will monitor how you are managing your tenancy. This is known as the probationary period. If at the end of 12 months we decide that you are not capable of sustaining the tenancy to the end of the fixed term, or you have breached the terms of the tenancy, we may end the tenancy and require you to move out.

We can also extend the probationary period by a further 6 months if we consider it appropriate to do so. If at the end of the probationary period we are satisfied that you are able to sustain your tenancy, the tenancy will continue until the end of the fixed term subject to any other right we have to end it early.

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 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.
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 regulatory guidance for all Registered Providers of Social Housing.
4. This tenancy is a six year assured shorthold fixed term tenancy with a probationary period (see section 8 – Definitions for the meaning of probationary period). During the probationary period we can end the tenancy by using the procedure for termination of assured shorthold tenancies under s21 Housing Act 1988 (as amended). If we do not end the tenancy during the probationary period the tenancy will continue until either the end of the fixed term or we or you end it in one of the other ways set out in this tenancy.
5. With the exception of any changes in rent, or as a result of government legislation, this agreement may be changed by the following procedure:
 - 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 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.
6. 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.
 7. 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:
 - You break any of the conditions in this agreement. If you do we will take legal action to force you to meet the conditions or we will ask the court for permission to evict you.
 - We need to carry out redevelopment or major repairs to your home which we cannot do unless you move out. We will offer you a suitable alternative home for the duration of the repairs.
 - We need access to your home to inspect or carry out repairs, servicing, or other work to your home or an adjoining property.
 - You or anyone else living with you has given false information to get the tenancy.
 - You find another home and stop using the property as your main home.
 - There is any other reason under the 1988 Housing Act or 1996 Housing Act or any future law.
 - The fixed term of the tenancy comes to an end or we end the tenancy during the probationary period.

2. About the tenancy agreement

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 appropriate regulatory framework and guidance issued by the Social Housing Regulator, but the framework and guidance do not form part of this tenancy.
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. During the fixed term of the tenancy, you have the right to live in your home without interference from us as long as you, your family, friends and relatives, and any other person living in or visiting your home (including children) do not break any of the conditions in this agreement. If any of the conditions are broken or we end the tenancy during the probationary period, we may apply to the court to end your tenancy.
2. Under the Housing Act 1988, when you die, if you do not have a joint tenancy, your tenancy will pass to your spouse or civil partner 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. If the tenancy does not pass to your spouse or civil partner under clause 2 above and you are not a successor, we will consider whether to offer a new tenancy of the property or of another property to a member of your family if that person lived with you for at least twelve months before your death and the property was their only or main home during that time. We will also consider granting a new tenancy to anyone who was living with you before your death for at least a year and who had been looking after you or had accepted responsibility for looking after your dependents.
5. If more than one member of your family applies to take a new tenancy under clause 4 above, they must agree between them who will apply and take on the new tenancy (if we agree to grant one). If they cannot agree, then we may decide who to offer the tenancy to.
6. All applications to be given a new tenancy after a tenant's death must be made to us in writing within one month of the tenant's death.
7. You have the right to take in a lodger but you must get our written permission before they move in. We will not refuse permission unreasonably. You must not allow the permitted number of occupants at the property to be exceeded (see Particulars of Tenancy for the permitted number).
8. You have the right to sublet part of but not the whole of your home. You must get our written permission beforehand. We will not refuse permission unreasonably.
9. You may have the right to exchange your home with a tenant of another registered provider. An exchange may take place either by a mutual assignment of the tenancies or by a surrender and re-grant of each tenancy depending on the relevant legal and regulatory provisions. There are some grounds upon which we can refuse an exchange and we will explain these if we have to refuse. You are not permitted to exchange during the probationary period.

4. Your rights

- 10.** You have the right to assign your tenancy in the following circumstances:
- where an order is made by the Court
 - by us agreeing to an assignment
 - if you assign to a person who would succeed to the tenancy upon your death
 - under an exchange (but not during the probationary period) where the relevant legal and regulatory provisions allow it.
- 11.** You may have the Right to Acquire your home (see Section 8 – Definitions for the meaning of Right to Acquire). You do not have this right during the probationary period.
- 12.** You have the Right to Repair (see Section 8 – Definitions for the meaning of Right to Repair).
- 13.** 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.
- 14.** You have the right to information about our housing management and maintenance policies and procedures, including allocations, transfers and mutual exchanges, repairs and consultation.
- 15.** During the probationary period you do not have the right to carry out any alterations or improvements to your home. If the tenancy continues after the probationary period, you must get our written permission before making any alterations or improvements to your home (see also subsection 5 (j) – Getting Permission). Depending on the type of improvements, you may be entitled to receive compensation for them when you end your tenancy.
- 16.** If you have held your tenancy for at least a year and we have to move you permanently from your home, you have the right in certain circumstances to receive a Home loss payment.

5. Your responsibilities

a) Paying the rent

1. You must pay the rent for your home every week in advance on a Monday. The 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. 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 11 above).
5. You 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.
6. Subject to clause 5 above we may increase your rent on the first Monday in April each year (or such other date as we decide). We will give you not less than 4 weeks notice of the increase. The notice will specify the revised rent. The revised rent will not be more than the amount which would have been set for your home by the Rent Assessment Committee if it had jurisdiction to set the rent increase. The effect of this clause is that you do not have the right to refer any increase in your rent to the Rent Assessment Committee.
7. We can reduce the rent at any time.
8. If we provide heating and/or hot water to your home, or we pay water charges or other charges (eg Council Tax) on your behalf, we will ask you to sign a separate agreement to pay these charges. You and we agree that breach of that agreement may be treated as a breach of condition of this tenancy.
9. You are responsible for paying your Council Tax and any water charges if we do not pay them on your behalf.
10. When your tenancy ends you must pay us any rent and any other costs owed.
11. 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.
12. We may deduct any money you owe us from any money we owe you.

5. Your responsibilities

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. We advise you to take out home contents insurance for your belongings, as we are generally not responsible for any losses you may suffer.
4. 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.
5. You must not run a business from your home without our permission. We will not refuse permission unless we feel that the business is likely to cause a nuisance to other people or damage the property. If, after we have given permission, the business does cause a nuisance we can give you notice withdrawing our permission.
6. 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.
7. 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;
 - 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.

5. Your responsibilities

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 get our written permission before you make any changes or improvements to the property. You may need to meet certain conditions, such as building regulations or planning approval. If we refuse permission we will give you our reasons in writing.
6. If we give you permission to make improvements to the property, you may be entitled to compensation for some specified improvements at the end of the tenancy.
7. 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.
8. 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.
9. 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.
10. 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.
11. If we incur costs when calling on a prearranged 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.
12. 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.

5. Your responsibilities

- 13.** You must not fit a satellite dish, television, or radio aerial without our written permission.
- 14.** You are responsible for repairing and maintaining all improvements and fixtures and fittings that you install in your home. If you leave them behind at the end of your tenancy they will become our property. If you take them with you, you must put back the property to the way it was before you made the improvements. If not we will charge you the cost of any reinstatement work as extra rent.

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 without getting our written permission first.
3. Save for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at the property without our written permission.
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 without our written permission;
 - 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.
 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

5. Your responsibilities

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 give us at least 4 weeks notice in writing of your wish to surrender the tenancy. The surrender will not take effect until we have expressly agreed to it. On the date of the agreed surrender or on earlier termination of the tenancy or at the end of the fixed term, you must do the following:
 - Return all keys to the property by 12 noon. If keys are returned after this time you will be charged additional 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 surrender;
 - 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;
 - Carry out any changes or improvements to the property*;
 - Put up a garage, shed or greenhouse in the garden*;
 - Build a parking space or drive*;
 - Remove, alter or replace any walls, fences, hedges or trees*;
 - Sublet any part of the property or take in a lodger;
 - Exchange or transfer your home*;
 - Put up a satellite dish or radio aerial.

*During the probationary period you do not have the right to do any of these things.

2. In any case where you have to get our written 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:

L&Q

One Kings Hall Mews

Lewisham

London SE13 5JQ

7. Grounds for possession

Ground 1

1. During the fixed term of this tenancy, as long as you live in your home as your only or main home, we can only end your tenancy by obtaining a court order for possession.
2. During the fixed term of this tenancy, we can end the tenancy by obtaining a court order for possession of the property on one of the grounds listed in Schedule 2 to the Housing Act 1988 as amended from time to time. The grounds which apply to fixed term tenancies are set out below.
3. At the end of the fixed term, we can end the tenancy using the procedure set out in section 21 of the Housing Act 1988 (as amended). The section 21 procedure requires us to serve you with two months notice requiring possession before applying to court for a possession order. We are not required to rely on any ground for possession and a court hearing is not always required. Before serving the notice requiring possession we must also serve you with a notice at least 6 months before the end of the fixed term telling you why we are not minded to grant you a new tenancy when the term of the current tenancy expires.
4. We can also use the section 21 procedure during the probationary period to end your tenancy. We can serve you with a notice requiring possession at any time during the probationary period but the earliest we can enforce any order for possession made by the court is 6 months from the start of the tenancy. If we serve a notice requiring possession during the probationary period, we must begin legal action to repossess the property within two months of the expiry date of the notice requiring possession
5. We may re-enter the property and end your tenancy if any of the following apply:
 - (a) The rent payable shall remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not; or
 - (b) The Tenant does not use, or ceases to use, the Premises as his or her only or principal home; or
 - (c) Any of the Tenant's other obligations in this Tenancy is not complied with, or
 - (d) Any of the grounds for possession listed in Schedule 2 of the Housing Act 1988 which relate to assured fixed term tenancies applies.
6. Clause 5 above does not affect your rights under the Protection from Eviction Act 1977 which require us to obtain a court order for possession whilst the tenancy remains an assured shorthold tenancy.
7. 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 serving you with a forfeiture notice under section 146 of the Law of Property Act 1925.
8. If any of grounds 2, 7 or 8 below are established the court must make an immediate order for possession. If any of grounds 10 – 15, or 17 are established the court may make an order after considering all the circumstances.

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 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) or a fixed term tenancy of a dwelling-house in England 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 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 or length of term of the tenancy, the premises which are let or any other term of the tenancy. This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house –

(a) granted on payment of a premium calculated by reference to a percentage of the value of the dwelling-house or of the cost of providing it, or

(b) under which the lessee (or the lessee’s personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house.¹

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 monthly, at least two months’ rent is unpaid;

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

(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 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.

¹ Subject to section 162 Localism Act 2011 coming into force

7. Grounds for possession

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 subtenant 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 indictable 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

(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 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

Assignment – an assignment of tenancy takes place where the tenant transfers the tenancy to another person. The assignment has to be done using a legal document called a deed of assignment. Your rights to assign this tenancy are restricted to those situations described at Section 4, clause 10.

Assured Shorthold Tenancy – a tenancy granted in accordance with s19A of the Housing Act 1988 as amended by the Housing Act 1996.

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, flower beds, 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.

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.

Mutual exchange – when you swap homes with another tenant.

Probationary period – the first 12 months of the tenancy or, if we agree to extend the probationary period, the first 18 months of the tenancy. During the probationary period we will monitor how you are managing your tenancy. If at the end of 12 months we decide that you are not capable of sustaining the tenancy to the end of the fixed term, or you have breached the terms of the tenancy, we may end the tenancy and require you to move out. If at the end of the probationary period we are satisfied that you are able to sustain your tenancy, the tenancy will continue until the end of the fixed term subject to our right to end the tenancy using grounds for possession.

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

8. Definitions

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

Right to Acquire – this means you may be able to buy your home with the help of a grant to reduce the full cost. A member of our staff can tell you if you have this right

Right to Repair – this means that we must carry out certain urgent or ‘qualifying’ repairs within set time scales. If we do not complete them within certain time scales (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.

Security of tenure – the right of the tenant to live in their home under the tenancy agreement provided it is their only or principal home.

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

Spouse – your husband, wife, civil partner 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.

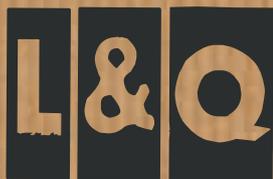
Successor – a successor means one of the following people:

- A spouse or civil or other 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 tenant by exchanging their tenancy under the “right to exchange” (see below) and they were a successor under their previous tenancy
- Someone who has had the tenancy assigned to them as someone who would have been entitled to take over the tenancy if the person assigning had died
- Someone who becomes the tenant after a court order transferring the tenancy if the person ordered to transfer the tenancy was a successor
- Someone who is granted a new tenancy under Section 4, clause 4

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.



One Kings Hall Mews . Lewisham . London SE13 5JQ

Tel: 0844 406 9000 . Fax: 0800 619 0213

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