

Your
**Assured Tenancy
Agreement**
Protected Rights



Introduction

Salix Homes owns your property and is your landlord. This tenancy agreement sets out your rights and responsibilities as a tenant and those of Salix Homes as your landlord.

About this tenancy agreement

This tenancy agreement is a legally binding document between you as a tenant and us as landlord. If you are a joint tenant, the term 'you' refers to everyone who signs this tenancy agreement. Each of you is jointly and individually responsible for all aspects of this tenancy agreement including payment of rent.

This tenancy agreement sets out our rights and responsibilities as your landlord and your rights and responsibilities as a tenant.

This tenancy agreement makes you a tenant of Salix Homes. You and we agree to be bound by the tenancy particulars and the tenancy conditions which together make up this tenancy agreement.

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

Secure Tenants' rights preserved

This tenancy agreement preserves the following secure tenancy rights both for you and your successors unless a possession and/or demotion order is in force):

- Right of succession;
- Preserved Right to Buy;
- Right to make improvements and receive compensation for qualifying improvements;
- Right to repair and compensation;
- Right to consultation;
- Right to information;
- Right to assign to qualifying successor; and
- Right to exchange.

Changes to the tenancy agreement

This tenancy agreement can only be changed if we both agree in writing. (This condition does not apply to changing the rent, service charges, other charges or services as explained in Section 4).

Changes in Law

The tenancy particulars and conditions can be amended, varied, replaced or altered by laws passed in parliament in the future.

What happens if you give false or incorrect information?

You are in breach of your tenancy conditions if you, or someone acting on your behalf knowingly makes a false statement or gives incorrect information which leads to the granting of this tenancy. This includes any false or incorrect information given to the council.

Different format

Our communities are diverse and as such we have tried to make this tenancy agreement easy to understand. The tenancy agreement can be made available, on request, in large print, Braille, audio or in a different language.

We recognise that a number of current and future tenants may not use English as their first language. We have access to a translation service which can help to explain the document in many community languages. If you need this facility please advise us.

Charities act

The dwelling that is the subject of this tenancy is held by Salix Homes in trust for a charity and the grant of the tenancy is a disposition falling within Paragraph (d) of Section 117(3) of the Charities Act 2011.



Section 1 Your rights as a tenant

1. Right to live in the property

1.1 For the duration of this tenancy, you have the right to live in your home without interruption or interference from us, as long as you, those living you and visiting your home, comply with the terms of this tenancy agreement and have respect for the right of others. However, we may have to enter your property in certain circumstances, as explained in Clauses 23 and 24, Section 2. If you break any of the conditions of your tenancy we may apply to the court to end your tenancy.

1.2 You are not entitled to (and will not become entitled to), any right of light or air or other right which would affect the use or development of other property in the area.

2. Right to succession

2.1 This is the right to pass on your tenancy when you die.

2.2 Succession on death of joint tenant

If you are joint tenants, the surviving joint tenant will take over the tenancy as a sole tenant on condition that they occupied your home as their only or principal home at the time of your death. There are no further statutory rights of succession after this.

2.3 Succession on death of sole tenant

If you are a sole tenant and as long as you are not a successor (as defined below), the following persons have a right to succeed to this tenancy:

(a) Your spouse, civil partner or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;

(b) If you have no surviving spouse, civil partner or partner, a member of your family, as defined in the Housing Act 1985, may succeed as long as:-

- They occupied your home as their only or principal home; and
- They lived with you throughout the period of 12 months ending with your death.

2.4 Under occupation/unsuitability

If a member of your family succeeds to your tenancy and this results in your home being under occupied or unsuitable (for example, special adaptations installed but would no longer be required) we will offer that person alternative accommodation. We may apply for a court order under Ground 9 of Schedule 2 of the Housing Act 1988 in these circumstances.

2.5 Disputes

If there is more than one person who could succeed under clause 2.3(a) or 2.3(b), then they should agree between them who should succeed. If they cannot agree who should succeed the tenancy, the decision will be referred to the County Court who will make the decision.

2.6 Use of ground 7

If inheritance rules do not allow someone who qualifies under clause 2.3(b) to take over this tenancy, we may use Ground 7 in Schedule 2 to the Housing Act 1988 to end this tenancy and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent (and other charges) and succession.

2.7 Notification of death of tenant

The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in sub-clause 2.5 on page 3.

2.8 Definition of successor

You are a successor if:

- You became a sole tenant by survivorship, when one of two or more joint tenants has died;
- You gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;
- You gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or
- You gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

2.9 Succession before transfer

We will not count any succession which happened before the transfer.

3. Right to information

3.1 You have the right to information about;

- The conditions of your tenancy
- Our responsibilities for carrying out repairs
- Our policies about consulting you, offering you a home, transferring your tenancy and allocations as well as our performance as a landlord
- Any proposal on transferring housing stock to a new landlord.

- **3.2** You have the right to see certain information which we hold about you in connection with your tenancy. This means that you can check these details to make sure they are correct. If any of these details are incorrect or misleading you are entitled to apply to have these removed, altered or to add a statement giving your own version of the facts.

3.3 You have the right to add your own comments or information to the copy of the details you have given us about yourself and your family in your application for a home or transfer.



4. Right to consultation

4.1 You have the right to be consulted on any decisions we make to do with managing, improving or maintaining housing if these decisions are likely to have a major effect on your home or tenancy.

4.2 You have the right to be consulted about any proposals for changes to the way in which we manage, maintain, improve, sell or transfer your home or for changes to do with services or facilities for tenants.

4.3 Where changes directly affect you, we will tell you about these and give you a chance to tell us what you think about them. We will consider all comments received before making a decision. Your right to consultation does not apply to rent or any other charges.

5. Right to repair

5.1 You have the right to require us to appoint a contractor ("the Second Contractor") if Qualifying Repairs are not carried out on time by the first contractor appointed by us.

5.2 You have the right to receive compensation where the Second Contractor has not carried out the Qualifying Repairs on time.

6. Right to take in lodgers and sub-let

6.1 You have the right to take in lodgers provided that you do not cause your home to become over crowded.

6.2 You must notify us of the name and date of birth of anyone residing in your home and give details of the accommodation which they will occupy.

6.3 You have the right to sub-let part of your home. You must get our written permission before doing so. We will not unreasonably withhold permission.

6.4 You are responsible for the actions or behaviour (with or without your direct knowledge) of any lodger or sub-leasee that breaches your responsibilities outlined in this tenancy agreement.

7. Right to exchange

7.1 You have the right to exchange the property with a tenant of a registered social housing provider. You must get our written permission to do this. We may attach conditions to the consent which can include clearing any rent arrears.

7.2 We may only refuse permission on grounds set out in Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2014 (as appropriate).

8. Assignment

8.1 You can only assign your tenancy in certain limited circumstances;

- A court has ordered you to transfer your tenancy to someone else e.g. in matrimonial proceedings.
- You are exercising your right to exchange with our permission.
- You want to assign your tenancy to someone who would be entitled to succeed your tenancy on your death. This can only be done with our permission. (This would be counted as a succession).

9. Preserved Right to Buy

9.1 If you had the right to buy your home before the Housing Stock Transfer from the council you have the Preserved Right to Buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. This right will also apply if:

- You have succeeded to this tenancy; and/or
- You exchange with another of our tenants into this tenancy and you had the Preserved Right to Buy in your previous home.

9.2 You do not have the Preserved Right to Buy your home if:

- You live in sheltered housing or other housing excluded by this legislation (full details available on request);
- Your assured tenancy has been demoted.

9.3 You will lose your Preserved Right to Buy if you exchange with a tenant of another landlord.

9.4 If you were an introductory tenant of the council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the Preserved Right to Buy.

10. Right to Acquire

10.1 You may have the Right to Acquire your home under the Housing and Regeneration Act 2008, unless you live in the type of housing excluded by that legislation such as sheltered housing or other excluded housing (full details available on request).

10.2 Where you have both the Preserved Right to Buy and the Right to Acquire you cannot exercise both rights at the same time.

11. The right to make improvements/ alterations

11.1 You have the right to make improvements or alterations to your home provided that you obtain our written permission first. We will only refuse permission if we have good reason to do so. If we do give permission, then we may attach conditions to it. You must keep to these. You may also need to obtain other permissions such as planning permission or building regulations approval.

11.2 You must obtain our written permission if you want to install a satellite dish.

11.3 You will be responsible for maintaining and/or repairing any alterations or improvements you have carried out to your home.

11.4 You must not make any alterations at all to any gas appliance or installation in your home (including any matter and any other associated pipe work or equipment).

11.5 If you wish work to be carried out on such appliances or installations you must contact us first for our express permission before any work is carried out. Any such work may only be carried out by a suitably qualified Gas Safe Registered contractor. Failure to do so may have fatal results and we will regard it as a serious breach of your tenancy.

11.6 You must not make any alterations to the electric storage heating systems.

11.7 You must not interfere with any communal air ducted / fan systems.

12. Right to compensation for improvements

12.1 If you have made improvements to your home, you may be able to claim compensation for them when your tenancy ends. This will be explained further at the time you apply for consent to carry out the works.

13. Preserved rights

13.1 So far as possible, we agree to give you the rights in clauses 3-7, 11 and 12 as they apply to a secure tenant of a council landlord, and as if sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 applied to this tenancy.



Section 2 Your responsibilities

1. Giving us information

1.1 You must give us correct information. We may take legal action to force you to leave your home if you (or someone acting on your behalf);

- Makes a statement which you know to be false;
- Give us misleading information.

2. Possession

2.1 You must take possession of your home from the start of your tenancy and must not sublet the whole of it. It must be your only or principal home throughout the tenancy or the principal home of at least one of you if you are joint tenants.

3. Payment of rent

3.1 You must pay your rent and all other charges in accordance with Section 4 of this tenancy agreement.

3.2 If you have any difficulty paying your rent or other money you owe us you must contact us immediately. Someone else can do this for you if you have given them your permission.

3.3 We may change the amount of rent and other charges you pay for your home, in accordance with the provisions in Section 4.



4. Outgoings

4.1 You must meet all outgoing costs applying to your home including water, gas and electricity and other similar costs, whether metered or billed.

5. Use of your home

5.1 You must use your home as a private dwelling.

5.2 You must not overcrowd your home by allowing more people to live there than the permitted number shown at the back of this tenancy.

5.3 You must get our written permission to operate any business from your home. If our consent is given, you or anyone living or visiting your home, must not run a business from your home which is likely to cause a nuisance or annoyance to others. We can withdraw permission if the business becomes a nuisance.

5.4 Businesses which are likely to cause a nuisance include but are not limited to:

- Car repair and maintenance;
- Printing;
- Sound recording and /or mixing;
- Any business that involves the use of noisy equipment such as hydraulic equipment or industrial sewing machines;
- Any business that involves the use of controlled substances such as certain chemicals.

5.5 You must not allow your home to be used for criminal, illegal or immoral purposes. In particular and in addition, you must not use your home in connection with;

- Cultivating or manufacturing, selling or conspiring to sell, using, possessing or dealing in 'controlled drugs' which are defined in Section 2 of the Misuse of Drugs Act 1971;
- The storage or manufacture of unlicensed firearms and / or offensive weapons. Licensed weapons can only be kept with the landlord's consent;
- Handling or storing stolen or counterfeit goods;
- Running a brothel.

6. Nuisance

6.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for their behaviour in your home, in shared areas and in the locality of your home.

6.2 You, or anyone living with you or visiting your home, must not do anything which causes or is likely to cause a nuisance or annoyance to any person residing, visiting or engaging in a lawful activity in the locality of your home. Nuisance amounts to anti-social behaviour and this includes, but is not limited to the following;

- Shouting, screaming or persistent arguing;
- Fighting;
- Theft, including theft of or from a vehicle;
- Taking vehicles without an owners' consent;
- Distributing controlled drugs;
- Drug and alcohol abuse;
- Playing music loudly or making other

loud noise;

- Banging or slamming doors;
- Trespass into a neighbour's property;
- Carrying out vehicle repairs on the road or on a commercial basis;
- Rubbish dumping, fly-tipping or lighting fires;
- Allowing rubbish to accumulate in or around your home;
- Failing to keep your pets under control;
- Persistent dog barking;
- Allowing your dog to foul but not cleaning up after it;
- Throwing things through or out of windows of your home or from balconies;
- Placing anything on a window ledge, balcony or roof which could be a danger to anyone living in or visiting your home or the local area;
- Driving or riding cars, motorcycles, trial or quad bikes, or similar, anywhere other than on a public highway or within designated areas;
- Playing ball games close to properties in such a way to annoy nearby neighbours;
- Being drunk and disorderly in public;
- Skateboarding and cycling on footpaths and balconies;
- Breaking shared security. For example, allowing strangers to get into the building through a communal entrance by knowingly allowing entry remotely or by giving keys to unauthorised persons;
- Vandalism, including graffiti;
- Prostitution;



- Urinating outside your home or your neighbour's home or in public or shared areas;
- Leaving syringes and/or other sharp or dangerous items in places where others may come into contact with them rather than ensuring their safe disposal;
- Dealing in pornography;
- Lighting fireworks irresponsibly;
- Violent or abusive behaviour or any form of harassment.

7. Harassment, racial or otherwise

7.1 You, or anyone living with you or visiting your home, must not harass, threaten to harass, use or threaten violence or discriminate against any person because of their race, colour, nationality, sexuality, gender, religion or belief, age or disability that may interfere with the peace and comfort of, or cause to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors. You must not encourage or allow any persons to do so.

8. Domestic abuse

8.1 You must not inflict domestic abuse or threaten domestic abuse against your partner, your children, your partner's children or any other person living in your home.

8.2 If you do so we have the right to take action to evict you from the premises; and may take actions such as, but not limited to; the following;

- We may apply to the court for repossession of your home and grant a new tenancy of your home to your partner or to another appropriate person.
- If your joint tenant serves notice on us to end the tenancy, we may grant a new tenancy to your joint tenant in their sole name.

9. Noise

9.1 You must not play, or allow to be played, any sound systems, television, record, DVD, CD or tape recording or musical instruments so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or which can be heard from outside your home.



10. Damage to property

10.1 You, or anyone living with you or visiting your home, must not deliberately or recklessly damage or deface any property, including your own home, or property which is in the locality of your home and which belongs, to Salix Homes, to the council, to your neighbours, to visitors, the general public or to utility companies.

10.2 You, or anyone living with you or visiting your home, must not interfere with or damage any equipment for detecting or putting out fires in your home or in shared areas.

10.3 You, or anyone living with you or visiting your home, must not tamper with the supply of any gas, electricity or water, or with any services, meters or warden call equipment which has been installed in your home or in shared areas. If you cause any damage and we have to repair it, we will charge you for the cost of those repairs.

11. Crime and community impact

11.1 Anyone visiting your home must not be convicted of an indictable offence committed in or in the locality of your home. Such offences include, but are not limited to, crimes of violence, theft, robbery, sexual offences, Public Order Act 1986, drug related offences, criminal damages, burglary and breaches of civil restraining orders and injunctions.

12. Gardens

12.1 You must keep your garden well maintained at all times. You are responsible for maintaining all parts of your garden, including grass, plants, bushes and hedges. However, you are not responsible for trees.

12.2 You must keep hedges to a manageable height (no more than one metre high at the front of your home and no more than 1.8 metres at the back.) They should not hang over a public right of way.

12.3 You must obtain our written permission before you put up or take down any fence or wall. If you install your own fence or wall then you will be responsible for its maintenance.

12.4 You must not erect a greenhouse, garage or shed at your home without getting our written permission. If permission has been granted you will be responsible for maintaining its structure.

12.5 You must not plant any tree without our permission.

12.6 You must not attach to any part of your property, including to external walls, fences or other structures, any barbed wire, broken glass or other material which is likely to cause personal injury.

12.7 If your garden is overgrown we may clear it and charge you reasonable costs for doing so.

12.8 Under certain circumstances we may give you help with garden maintenance, where you have legitimate difficulties in doing the work yourself. Please contact us about this.



13. Insurance

13.1 We are responsible for making sure the structure of your home is insured.

13.2 You are advised to take out full contents and tenant's liability insurance for your home, for example to cover the cost of replacing broken windows. This is not a compulsory requirement of this tenancy.

13.3 If you live in a flat, you are also advised to also take out insurance to cover you in case you cause damage to your neighbour's property. As with contents insurance, this is not a compulsory requirement of this tenancy.

13.4 Salix Homes offers a home contents insurance scheme. Please contact us for more information.

14. Pets and animals

14.1 Salix Homes has a Pet Policy that outlines our approach to encouraging responsible pet ownership. The Policy is subject to regular review and update to ensure it is compliant with relevant legislation.

14.2 If you live in a house or bungalow, you may keep up to two pets. You can get advice on the animals we accept as pets from us. You are not allowed to keep farm animals (including ferrets, pigeons, hens, chickens, ducks, geese, horses, pigs, cows and goats). If you keep a pet you must fulfil the following conditions:

- All animals must be kept in proper care and control and must not cause a nuisance to other residents.
- Animals must not be allowed to foul in public or communal areas. Any fouling must be cleared up immediately by the responsible owner.
- Animals must not damage Salix Homes property.

- Dogs must be kept on a lead in communal areas and must not enter any children's play areas
- Livestock (including ferrets, pigeons, hens, chickens, ducks, geese, horses, pigs, cows and goats), wild animals and endangered species are not permitted under any circumstances.

14.3 You must not keep any animal that is banned by law, dangerous, that you are unable to control, or that the law regards as dangerous or out of the control of the owner so that the animal is reasonably perceived as a threat or carries out any act of aggression or damage to person(s) or property.

14.4 If you live in a flat or your home is in a building that has a warden or shared access areas, you are not allowed to keep a dog or a cat or other large pet, unless it is a registered guide dog or hearing dog, (in which case you will be required to provide us with documentary evidence).

14.5 You or anyone living with you must not leave any pet alone for more than 12 hours, either inside or outside your home.



15. Internal decoration and hygiene

15.1 You must keep the interior of your home neat, tidy and clean.

15.2 You must decorate the inside of your home as often as is necessary to keep it in good condition.

15.2 Artex is not a suitable finish for walls but you can use it on ceilings. If you want to use Artex you must ask us first and get our permission. You must also ask us if you want to remove any Artex that is already in your home.

15.4 You must ask our permission if you want to lay laminate flooring.

15.5 You must use the drainage system responsibly and you must not allow a drain to become blocked as a result of misuse.

15.6 Unless you live in a flat, you are responsible for clearing and keeping clear and free from obstruction all gullies, entrances to drains, external air bricks and vents. You must not deliberately obstruct any air brick or vent.

15.7 You must dispose of your rubbish (including recycling) properly in line with the council's requirements. Otherwise you may be charged for any clearances required. This includes the disposal of any bulky or unusual items.

15.8 You must keep your home free from vermin and infestations. Where appropriate, you must report, to the council, the presence in your home of rats, cockroaches or other vermin. You may have to pay the council or us for the cost of dealing with vermin and infestation.

16. Flooring

16.1 You must keep the floors covered with an appropriate floor covering and in this you must take steps to alleviate any noise (relating to your choice of floor covering) from being heard in your neighbours' properties.

16.2 You must not use adhesive glue to secure floor covering. You will be charged for the removal of the floor covering in the event of repairs needing to be carried out.

16.3 If we are carrying out improvement work to your home which require the removal of any laminate flooring which you have installed then you are responsible for the removal and reinstallation of the flooring. If you do not do so, we will not be responsible for any damage caused to the flooring.



17. Furniture

17.1 We may rent furniture to you with the home. Neither you, nor any member of your household or anyone visiting your home may do any of the following;

- Sell rent or give away any furniture;
- Recklessly or deliberately damage or vandalise our furniture;
- Remove any of our furniture from your home without our permission.

17.2 If you do we may apply to the court to evict you and to recharge you for any repairs or replacements.

17.3 You are responsible for repairing our furniture which has been accidentally or deliberately damaged by you (fair wear and tear excepted), by anyone living with you or by visitors to your home. If you do not carry out the repair as required we reserve the right to carry out necessary repairs and recover the cost from you.

17.4 You must report to us, immediately, any repair which needs to be carried out to the furniture that was caused by a fault or by fair wear and tear.

17.5 If you advise us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items.

17.6 You must allow our employees and contractors to enter your home at reasonable times to inspect the furniture after we have given reasonable notice.

17.7 When you sign this tenancy agreement, we will rent to you, the furniture as agreed and we will ask you to sign our list confirming which items you are renting. If we later rent more furniture to you, we will ask you to sign a new furniture list.

17.8 We recommend that you insure the furniture which we rent to you on your household insurance policy.

17.9 It is tantamount to theft to sell, rent or give away our furniture and the police would be informed in the event of such a theft.



18. Shared areas

18.1 You must not cause an obstruction in any shared area. You must co-operate with us in keeping any shared areas clean and tidy.

18.2 You must ask permission to store or leave any goods (including bicycles) in shared areas.

18.3 You must co-operate fully with any measures we take to protect the security of your and other's homes and you must keep communal and external doors and gates closed.

18.4 Where access control systems are in place you must use an electronic key fob to gain access into the secure areas. Visitor access into the secure areas will be in accordance with our access control procedures. You will be responsible for giving consent to your visitors accessing the shared areas and for their behaviour once permitted.

18.5 If you own a vehicle and want to park the vehicle in the secure car park areas attached to your home, you must register the vehicle with us and provide documentary evidence that demonstrates you are the registered keeper and that the vehicle is roadworthy and legally maintained.

18.6 Secure communal areas may be covered by live CCTV monitoring. CCTV recordings will be recorded and stored in line with our CCTV policy and made available to the Police upon request.

18.7 You, anyone living with you or visiting you must not interfere with any equipment in shared areas for detecting or for putting out fires.

18.8 You must not make use of any utility or other services in shared areas for your own personal benefit, for examples using communal electricity sockets in order to charge mobility scooters.

19. Repairs and maintenance

19.1 You must take proper care of your home and report any faults or damage for which we are responsible immediately. If an appointment has been agreed to carry out a repair or inspection, you must keep it. If you are unable to keep an appointment it is your responsibility to inform us and to ensure that a further appointment is made and kept. If the fault/damage is an emergency e.g. a burst or leaking pipe, you must allow us access as soon as it is requested.

19.2 Sometimes a fault or repair inside someone else's property necessitates access to your home. You are then responsible for giving us access to your home, when requested.

19.3 You must repair any minor damage to your home, shared areas and fixtures and fittings caused by you, anyone who lives with you or visits your home.

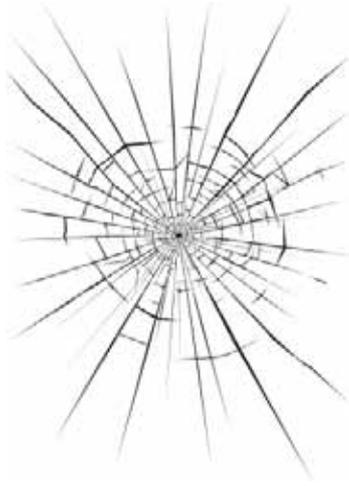
19.4 Any major repairs that we carry out because of actions by you, anyone who lives with you or visits your home will be charged to you.

20. Minor repairs and maintenance

20.1 You are responsible for certain minor repairs to your home including;

- Repairing and maintaining anything you have fitted in your home;
- Sealing a wash basin, sink or bath etc;
- Dealing with minor plaster work;
- Carrying out minor repairs to internal doors, shelves, cupboards, internal door handles and skirting boards;
- Maintaining and repairing anything for which you accepted responsibility at the start of your tenancy or when the tenancy was assigned to you;
- Replacing broken toilet seats;
- Replacing lost keys;
- Ensuring that your home is effectively heated and ventilated and that air vents are kept clear and that proper venting arrangements are made for the extraction of water vapour from appliances e.g. a tumble drier. If any condensation or consequential mould growth occurs as a result of any failure in this regard, you are responsible for its removal.

20.2 You must tell us as soon as possible about any repair which we have to carry out to your home.



21. Repairs or damage of a serious nature

21.1 You are responsible for;

- The cost of reglazing windows broken by you, a members of your household or a visitor to your home, unless the breakage was of an accidental nature.
- The cost of replacing any damage caused by the police, the council or its agent if they enter your home under a warrant or other legal powers of entry.
- The cost of repairing or replacing anything damaged by you, a member of your household or a visitor to your home (fair wear and tear excepted).
- The cost of any repairs which are necessary to your property because you did not report another repair to us or which could cause further damage if not dealt with.

21.2 We may carry out such repairs on your behalf but we will recharge you. We review our charges for repair each year. Some charges, particularly for repairing glass are only very small.

22. External decoration

22.1 You must not decorate the outside of your home unless you have our written permission.

23. Access

23.1 You must let our employees and contractors into your home periodically to inspect its condition, any fixtures and fittings, or to carry out repairs, maintenance or improvement work.

23.2 You must allow the Fire Service access to your home to carry out a home fire risk assessment.

23.3 If you reside in a Sheltered Scheme you must provide suitable access for the servicing of fire alarm and warden alarm systems.

23.4 We will give you at least 24 hours written notice if your home needs to be inspected or works need to be undertaken. In an emergency, immediate access may be required.



24. Gas safety

24.1 You must allow our employees or contractors access to your home to carry out a gas safety inspection. You must ensure you have sufficient credit on the gas and electricity meters to enable the checks to be carried out.

24.2 We will give you at least 24 hours written notice, unless it is an emergency. If you do not let us in we may take legal action to make you let us in or to allow us to force entry to your home. We may recover any reasonable costs from you associated with such action. Persistent refusal of access may result in possession proceedings being started against you.

24.3 Inadequate heating, blocks and leaks in the flue and lack of adequate ventilation can cause carbon monoxide poisoning. Our gas services make sure your home is safe for you. It is important that we are allowed access to carry out essential inspection.

25. Vehicles and parking

25.1 You may not park certain vehicles including a car, a motorbike, a boat, a caravan, a van or a trailer within the boundaries of your home unless you have a properly constructed hard standing, driveway or a garage with direct access from the highway and unless there is appropriate dropped curb access.

25.2 You or anyone living with you, or visiting your home must not;

- Park a vehicle which is designed to be used on the road, such as a car, a motorbike, a caravan or a van on your property for more than 30 days if the vehicle is un-roadworthy; you must not park a vehicle which is designed to be used on the road, and which is un-roadworthy, on any other land owned by Salix homes or the council;



- Park or drive a vehicle, which is intended for use on the road, on any open plan, footpath or grass verge other than a mobility scooter;
- Park any motor home, caravan, boat, trailer or business vehicle at your home or on any land owned by Salix Homes or the council without our prior written permission. Any vehicles larger than a transit size (3.5 tonnes or over) will not be allowed under any circumstances;
- Build a garage, car hard standing, dropped curb or driveway without obtaining our permission. You may also need planning and building regulation approval;
- Carry out major repairs to any vehicle within the boundaries of your home, on the highway or in any other public or shared area;
- Receive any type of payment for the repairing of any vehicle at your home;
- Obstruct access to any other home by parking inconsiderately;
- Keep vehicles e.g. motorbikes inside the dwelling or in the shared areas except the keeping of a pedal bike inside the property. Battery powered scooters used by the elderly or disabled are exempt as long as they do not cause an obstruction.

26. Harmful or dangerous materials

26.1 You must not keep or allow anyone living with you or visiting you to keep dangerous, offensive, harmful or inflammable materials.

26.2 Only materials that can currently and reasonably be put to medical or domestic use, and in the case of liquids, no more than two litres in quantity, can be kept in your home.

26.3 You must not store Liquefied Petroleum Gas-propane or butane bottled gas cylinders in or around your home.

27. Absence from the property

27.1 If you intend to leave your home for more than 28 days you must make sure that your home will be looked after and secure whilst you are away and provide us with your contact details or of someone else in the local area who can deal with any emergency on your behalf. You must ensure your rent will be paid whilst you are away.



28. Ending your tenancy

28.1 If you want to end your tenancy you must give us at least four weeks written notice. If you do not give proper notice you will continue to be responsible for the rent and other payments.

28.2 You must allow our employees and contractors access to your home to inspect its condition before you leave.

28.3 You must report all repairs that are needed at the home (before you leave) and replace or repair broken items that belong to us. If you do not, we will carry out the work and charge you for doing so.

28.4 A joint tenancy will end after at least four weeks written notice of termination has been given by anyone of the joint tenants.

28.5 You must not allow any person to remain living in your home when your tenancy has ended. If you have any lodgers or sub-letters, they must leave by the time your tenancy ends.

29. Moving out

29.1 At the end of the four week notice period you must give us vacant possession of your home. You must return all the keys to us before 12 noon on the Monday at the end of the notice period. Keys handed in later may result in you being charged an extra weeks rent, or if you fail to return your keys we can recharge you for changing the locks and obtaining new keys.

29.2 You must pay all rent and other charges which are due up to date at the end of the tenancy, including any arrears.

29.3 When your tenancy ends you must leave your home clean and tidy. We will charge you the cost of making good any damage you have caused (not including fair wear and tear). For example, we could charge you for the cost of cleaning the sink, toilet, gully or drain, or for moving rubbish or unwanted furniture you have left behind.

29.4 You must ensure that there are no animals left in the property when you leave and you must take reasonable steps to ensure that the property is free from rodent or insect infestation.

29.5 You must ensure the disconnection of any gas, electricity and water supplies and of household appliances is done safely and properly and that this meets legal requirements, and includes certification when appropriate.

29.6 If you remove any fixtures or fittings which you have installed, you will be responsible for putting the property back the way it was before you altered it. If you fail to do this we may charge you for this work. All fixtures and fittings you have installed and are leaving in the property must be in good condition and proper working order.

29.7 When you leave your home it is your responsibility to ensure that we have your forwarding address in writing. If you should fail to supply us with this, we can continue to treat the property as your address for the purposes of serving letters, notices etc.

29.8 If you move out of the home without telling us, we will treat the home as abandoned. We are required to serve at least a 28 day Notice to Quit before ending the tenancy. You will be charged full rent for the full notice period. Your tenancy will then come to an end.

29.9 Abandoning the home could mean that you may not be entitled to another home with us – for example you have left with rent arrears or damaged the property.

29.10 We may store any furniture and belongings taken from the home, for a limited period or until you make arrangements to move them. We will charge you for this storage. We will try to contact you to arrange for collection of the belongings. If we are unable to contact you, or if you do not collect the belongings, we may sell them and use the money we get towards any of the unpaid rent or other charges.

29.11 If you are a joint tenant the whole tenancy will end if you or the joint tenancy ends the tenancy.

29.12 We will ask you to allow us reasonable access to show potential tenants around your home during the notice period. Your home may be advertised on Salford Home Search before you leave your home.



30. Smoking ban

30.1 It is illegal to smoke in communal halls in sheltered schemes and in shared entrances, lifts and hallways in blocks of flats.

30.2 We can take action against a tenant, if a tenant, a member of their family or their visitor smokes in a 'no smoking' area and it causes a nuisance to other residents.

30.3 Tenants can still smoke in their homes and gardens. However, we aim to create a healthy working environment for employees and contractors. If we are working in your home for long periods of time please smoke in a room where we are not working.

31. Recharging our costs

31.1 If you fail to do something which is your responsibility under the terms of this tenancy we may arrange for it to be done and then charge you for it. We will also seek to recover from you the cost of any action which we take against you through the court for any breaches of this agreement.

Section 3 Our responsibilities

1. Point of contact

1.1 Salix Homes is your first point of contact if you have any problems with your tenancy. If it is not resolved we have a complaints procedure. If you feel we have broken this agreement you may complain to us.

1.2 You can obtain independent advice from a Citizens' Advice Bureau, Law Centre or from a solicitor. You can also complain to your local councillor or the Housing Ombudsman.

2. Changes to rent and other charges

2.1 We will increase the charges payable under this tenancy in accordance with Section 4 of this tenancy agreement.



3. Repairs

3.1 We will arrange to repair the structure and exterior of your home and the building of which your home may form part. This includes;

- Drains, gutters and external pipes;
- The roof, outside walls, outside doors, window sills, window catches, sash cords and window frames (including necessary external painting and decorating)

- Internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards;
- Chimneys, chimney stacks and flues;
- Main entrance path;
- Plasterwork;
- Integral garages and stores.

3.2 We will arrange and keep in proper working order any installations within your home for heating, water heating and sanitation; and for supply of water, gas and electricity. This includes;

- Basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);
- Electric wiring including sockets, switches and light fittings (excluding bulbs);
- Gas pipes, water pipes, water heaters, fitted fires and central heating installations.

3.3 If you apply to buy your home we will continue to arrange these repairs until you have bought your home, but will not carry out any improvements.

3.4 We will arrange for the maintenance and repair of any shared areas around your home.

3.5 We will keep in repair any furniture we rent to you with the home unless you mistreat it and are in breach of your responsibilities under Section 2 Clause 17.

4. Changes to terms and conditions of the tenancy agreement

4.1 Subject to Clauses 2 to 4 below, and except for any changes in rent, services or service charges or where permitted under future legislation, this tenancy agreement may be altered only with the written consent of both you and us.

4.2 Certain tenancies have become or will become 'special tenancies'. These tenancies are subject to a court order under the provisions of s12 Landlord and Tenant Act 1985, (s12).

4.3 An s12 order is an approval from the court that the landlord is excluded from liability for certain repairing obligations in respect of specific aspects of the property that might otherwise apply to the landlord.

4.4 Any s12 order made prior to the tenancy agreement coming into force will still apply.

5. Gas safety

5.1 We will carry out a gas safety inspection at your home in accordance with Gas Safety Regulations 1998.



6. Repair of common parts

6.1 To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

7. External decorations

7.1 We are responsible for the exterior decoration of your home and of any shared areas.

8. Consulting you

8.1 We will consult you about housing management matters which are likely to have a substantial effect on your tenancy and we will take your comments into account before we make any decision. This does not apply to changes to the rent or other charges that you have to pay.

9. Permission

9.1 If the terms of this agreement require you to get our written permission for something, we will give you the reason in writing. If we grant you permission this will normally have conditions attached to it. We do not charge you for giving you permission to do something although you may incur costs to comply with a condition.

9.2 As well as getting our permission, you should also check whether planning or other permissions are needed. We reserve the right to withdraw our permission if you do not comply with any of the conditions which we make.

9.3 Requests for written permission should be made in writing to: Salix Homes, Diamond House, 2 Peel Cross Road, Salford, M5 4DT or other address notified to you from time to time. Or email enquiries@salixhomes.org

10. Anti-social behaviour

10.1 If you tell us that you are the victim of anti-social behaviour, we will take your call seriously and give you help and advice.

10.2 We will assess the impact that the anti-social behaviour is having on you and respond to all complaints within the timeframes set out in our anti-social behaviour policy.

10.3 We will provide appropriate and timely support for victims and witnesses of anti-social behaviour to help people feel safer and to feel confident in the response and service they receive after making an anti-social behaviour complaint.

10.4 We will investigate all complaints of anti-social behaviour and seek to find the most effective means of stopping it from occurring as quickly as possible. This could include, but is not limited to:

- Formal warnings
- Informal agreements
- Legal actions and interventions
- Rehabilitation and restorative justice
- Temporary premises closures
- Demotion of tenancy
- Eviction

10.5 We will respond to complaints of anti-social behaviour within a reasonable time, according to the seriousness of the behaviour in question, and keep you informed about the progress of your complaint.

10.6 We investigate all complaints of anti-social behaviour and will use available legal powers to take action if appropriate.

11. Complaints

11.1 We will acknowledge and inform you of your right to complain.

11.2 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman

12. How Salix Homes may end your tenancy

12.1 Involve the police

If we believe that you are guilty of a criminal act, we can refer this matter to the police for them to investigate and, if appropriate, to take action against you.

12.2 Begin possession proceedings

You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988 as amended, updated and replaced from time to time.

If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks notice in writing unless:

- we are using grounds 14, 14A or any other statutory ground which allows us to issue proceedings immediately after service
- we are using Grounds which require us to give two months' notice; or
- the court has allowed us to go ahead without serving notice on you.

We agree that unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Section 5.

12.3 Demote your tenancy

We may apply to the Court for a Demotion Order under the Housing Act 1988 (as amended by the Anti Social Behaviour Act 2003) if you or someone living with you or visiting your home has been acting or threatening to act in an anti-social manner. A Demotion Order demotes an assured tenancy to an assured shorthold tenancy for a period of at least one year which means we could end it more easily if the anti-social behaviour continued.

Where we apply for a Demotion Order under Section 6A of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003) we will give you two weeks notice in writing unless it is an extreme case. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings.

You will be given full details of why a Demotion Order is or has been sought together with your right to appeal to Salix Homes. If a Demotion Order is made you will be given written details of which terms of this tenancy still apply.

13. Notice to quit

13.1 In some circumstances, you may lose the security of your tenancy. This can occur, for instance, if you (or all of you in the case of joint tenants) cease to occupy the property as your only or principal home.

13.2 We will apply for a court order to end your tenancy if you cease to occupy it as your principal home.

14. Service of notices

14.1 Any letter, notice or other documents, including a notice to quit, can be served on you by delivering it to and leaving it at your home or by sending it to your address by post.

14.2 We will assume that you have received all letters, notices and other documents within 72 hours if we post them or within 24 hours if they are delivered to your home by hand.

14.3 Any letters or other documents from you to us should be sent or hand delivered to us or to any other address to which you may be advised to send/deliver your notice or letters.

Section 4 Rent and other payments

1. Introduction

1.1 This section is about rent and other charges. It tells you about the importance of paying your rent and what will happen if you do not pay, but also how to get help and advice if you need it.

2. Payment of rent, service charges and support charges

2.1 Your rent and other charges which are due on the Monday of each week and you must pay on time. The rent is payable each week in advance. You may also pay your rent over longer periods, for example, fortnightly or monthly by prior agreement with us. If you do so you must pay your rent in advance.

2.2 Other payments may be due at the same time as your rent, such as service charges, housing related support charges heating charge, furniture charge and water charges. A breakdown of your rent and other charges is detailed at the back of this tenancy agreement.

2.3 The rent year starts on the first Monday in April. This may be a 52 or 53 week year. There will be four non-collecting weeks which we will notify to you in each rent year. No refund of rent is given in respect of any non-collecting weeks. If you have rent arrears, you are required to continue with your rent payments during any non-collecting weeks.

2.4 If this is a joint tenancy then each tenant is equally responsible for the payment of the whole rent and of any other payments or charges.

2.5 If you do not pay your rent or other associated charges, we may go to court and ask for you to be evicted from your home. The court may order you to pay our costs.

2.6 If you are evicted because you do not pay your rent and other charges, we may charge you for the rent periods when the property is unoccupied and, you will not normally be entitled to another Salix Homes property until you have paid the money that you owe in full.

3. Arrears and advance payments

3.1 If you have made any advance rent payments (known as credits) or have rent (or any other charge) arrears on your rent account when you sign this tenancy agreement we will:

- Add the amount of any credit you have to your rent account to the oldest liability first (this is known as crediting your account); or
- Add any arrears you have to your rent account (this is known as debiting your account).

3.2 By signing this tenancy agreement, you are agreeing that we will treat any arrears of rent that you owe to the council on your home before the date of this tenancy agreement as current arrears owed to us. We may claim these arrears as if your old tenancy agreement was still in force and this tenancy agreement had not been granted.

3.3 If you leave your present home to become our tenant in another home:

- We will also be entitled to use all rent payments made on your new home to pay off any arrears on your old home;
- We will also be entitled to use any rent credits you have built up on your old home to cover the rent of your new home; and
- In normal circumstances, we will expect you to clear your existing rent account before a transfer or exchange of homes can take place.

3.4 If you have more than one outstanding charge, any money paid to us by you may be paid towards the oldest debt first provided that we have told you beforehand.

4. Setting your rent

4.1 We will increase your rent on the first Monday in April after this tenancy is granted ("the First Rent Increase"). The amount of the increase will be in accordance with the applicable government guidance on social housing rents and will be notified to you by the council before completion of the stock transfer or by us, not less than one month before the increase takes effect.

4.2 After the First Rent Increase we can (in accordance with Sections 13 and 14 Housing Act 1988) change your rent if we give you at least one month's notice in writing of the change. The amount of any change will take account of any applicable government guidance on social housing rents.

4.3 You must then pay the full amount shown in the notice unless either both we and you agree to an alternative figure or you ask the First Tier Tribunal (Property Chamber) to set a rent for you. This rent will be the most we can charge from the date specified in the notice unless you and we agree otherwise.

5. Setting your service charge (if this applies)

5.1 If you receive services we may increase your service charges on the first Monday in April after this tenancy is granted. The amount of the increase will be notified to you by the council before completion of the stock transfer or by us, not less than one month before the increase takes effect (the "First Service Charge Increase").

5.2 After the First Service Charge Increase, we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.

5.3 We may charge for services on the basis either of costs incurred during the most recent service charge year for which we have issued a certificate and of estimates for the current or next service charge year. The difference between any estimate and the actual cost may be carried forward.

5.4 If you are required to pay a service charge for the first time, we will give you at least one month's notice in writing of the service charge amount after we have consulted you about the introduction of the service.

5.5 After the end of the service charge year we will give you a certificate showing the actual costs incurred during that year. You have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a reasonable charge to cover the cost of any copying.

5.6 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of amount charged or standard of work) you can apply to the First Tier Tribunal (Property Chamber) for a decision as to what is reasonable.

5.7 We may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the Service Charge account in the foreseeable future.

6. Varying existing services

6.1 We may, after consulting with the affected tenants, increase, add, alter, vary, reduce, remove or introduce any service(s) or the charges for such services. We will act reasonably and will take account of tenants' views and any guidance issued by the Homes and Communities Agency. Following consultation, any changes proposed will only take effect after we have served one month's notice setting out the changes and the date from which they will take effect (a "Notice of Variation"). The Notice of Variation will also set out any revised service charge or new service as a result.

7. Charge for Housing Related Support (if this applies)

7.1 If you receive Housing Related Support (indicated by a charge for 'Supporting People' services on the form on the back cover of this tenancy agreement) we will increase the Support Charge at the same time as your Rent and Service Charges by giving you one month's written notice in advance.

7.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

8. Replacing provision of existing Housing Related Support Services

8.1 Where the commissioners have carried out an independent review of the Housing Related Support Services provided by us and decides that they no longer wish to commission this services we may, after consulting with you, cease to provide the Housing Related Support Services ourselves

8.2 We will take every reasonable step to ensure a smooth transition to enable the alternative external provider to continue to provide the Housing Related Support Service (where applicable). You will be required to enter into a Supported Housing Services Agreement with the new provider in order to continue with the provision of those services and to pay for that support in accordance with that separate agreement. The support charge payment under the separate agreement must be paid in addition to any rent, service or other charge which is payable in accordance with this agreement.

9. Water, sewerage and heating charge (where applicable)

9.1 If we enter into an arrangement with the local water and/or heating provider to collect charges on their behalf, then for so long as such arrangement continues you agree to pay a water, sewerage and/or heating charges to us.

9.2 The water, sewerage and/or heating charges (if any) which apply to your home at the start of this tenancy are entered against the relevant charge on the form at the back of this agreement.

9.3 We may at any time and upon giving you one calendar month's notice in writing:

- vary the relevant charges to reflect the revised charges notified to us by the water or heating provider;
- require you to pay us these charges in accordance with clause 6.1 if you do not already do so.

10. Miscellaneous charges (where applicable)

10.1 If you receive other services from us (indicated by "miscellaneous charge(s)" at the back of this agreement then your miscellaneous charges must be paid at the same time as your rent.

10.2 We may vary any miscellaneous charge(s), at any time, if we give you at least one calendar month's notice in writing.

11. Benefits

11.1 If you are entitled to housing benefit or any successor or similar benefit, you are responsible for filling in and sending your claim form to the council. You must make sure it is accurate and that proof of identity and income are provided. Changes in your circumstances may affect your entitlement to benefits. You may lose your entitlement to receive housing if you do not move into the home at the start of your tenancy. You will remain liable for the rent during any period of your tenancy. We will however provide you with advice and assistance if you request it.

11.2 If you claim benefits you must tell the council's Benefit section immediately of any change in circumstances which affect your entitlement to it.

Section 5 Grounds for Possession

When seeking possession of your home under this assured tenancy, we will use the grounds for possession set out in Schedule 2 of the Housing Act 1988. If any new or amended grounds for possession are introduced into Schedule 2 of the Housing Act 1988, we may use those grounds.

We agree not to use grounds 1-6, 8 and 11 in relation to this tenancy.

Schedule 2 of the Housing Act 1988 - Grounds for possession of dwelling-houses let on assured tenancies

Part 1 Grounds on which court must order possession:

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 12 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 dwellinghouse 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.

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 1, clause 2(viii).

Ground 7A – *to be included when new law comes into force, although will still be available when it comes into force whether or not set out here]*

Any of the following conditions is met.

Condition 1 is that:

- (a) *the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and*
- (b) *the serious offence:*
 - (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,*
 - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or*
 - (iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.*

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and:

(a) the breach occurred in, or in the locality of, the dwelling-house, or

(b) the breach occurred elsewhere and the provision breached was a provision intended to prevent:

(i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

(ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved:

(a) a breach that occurred in, or in the locality of, the dwelling-house, or

(b) a breach that occurred elsewhere of a provision intended to prevent:

(i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever

description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

(ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that:

(a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and

(a) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that:

(a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under:

(i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or

(ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and

(b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if:

- (a) *there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or*
- (b) *the final determination of the appeal results in the conviction, finding or order being overturned.*

In this ground:

“relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;

“serious offence” means an offence which:

- (a) *was committed on or after the day on which this ground comes into force,*
- (b) *is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and*
- (c) *is not an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either-way offences where value involved is small).“*

[When using ground 7A, we will give tenants a right to request a review of our decision to seek possession under ground 7A, as far as possible on the same terms as the comparable statutory right of review for secure tenants as is in force from time to time.]

Part 2 Grounds on which court may order possession:

Ground 9

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

We will only seek to recover possession of your home on this ground if in addition we can show that:

- (a) *we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or*
- (b) *your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or*
- (c) *your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or*
- (d) *your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or*
- (e) *premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property; or*

(f) *a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:*

(i) the age of the person succeeding to your tenancy;

(ii) the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;

(iii) any financial or other support given to you by the person succeeding to your tenancy.

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 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 dwellinghouse 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 dwellinghouse 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 dwellinghouse 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 dwellinghouse:

- (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
- (aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions; or
- (b) has been convicted of:
 - (i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes; or
 - (ii) an indictable offence committed in, or in the locality of, the dwellinghouse.

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable

offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground -

“adult” means a person aged 18 or over;

“indictable offence” does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small);

“riot” is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

Ground 14A

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and:

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

(b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust or where a dwelling-house is a social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing;

(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.

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 dwellinghouse 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 or by a Local Health Board, 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.

Definitions

Introduction - The definitions are not legal terms of your agreement but they do form part of it by defining words used throughout the agreement.

Animal - Includes livestock, birds, insects, reptiles, spiders, fish and mammals.

Anti-social behaviour - Conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment - Passing the full rights of your tenancy agreement to somebody else when permitted.

Mutual exchange - Exchanging your tenancy with another person by mutual agreement, when permitted.

Fixtures and fittings - This includes kitchen units and appliances, sanitary ware, plumbing, taps, showers, heating systems, electrical circuits, sockets, switches, fixed lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, and aerials.

Garden - This includes lawns, hedges, flower beds, trees, outside walls, fences, paths and yards.

Home - Comprises the whole property let to you under this agreement, including the house or flat any garden, any garage, outhouse or shed within your garden but does not include shared areas.

Improvement - Any alteration or addition to the property made with our written consent.

The landlord - Salix Homes.

Lodger - A person who pays you money to let them live in the home with you.

Neighbour - This includes anyone living in the area local to your home, including other tenants, people who own their own homes and local businesses.

Non-collecting weeks - These occur when the annual rent has been divided over fewer than 52 or 53 weeks to give tenants 'rent free weeks'.

Partner - Means husband, wife, same sex partner, civil partner or any other person with whom you cohabit in an established relationship.

Rent - Payment made by a tenant for occupation of the home.

You - The tenant, and in the case of joint tenants, anyone or all of the joint tenants.

Sub-let - Giving another person (lodger, who pays you money) the right to live in part of your home, with the agreement of Salix Homes.

Succession - When a tenant dies the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to succession and only in certain circumstances.

The council - Means Salford City Council.

Vehicle - This includes, for example, a car, motorbike, bike, moped, boat, caravan, van, mini bike, trailer and mobility scooter.

Un-roadworthy - This describes a vehicle which is designed to be used on a road, but which is either untaxed and/or has, or appears to have a fault or faults which would, to common knowledge, render it unsuitable for use on a public highway.

Visitor - Someone not living with you but who comes to see you at your home.

We, us - Salix Homes, Salix Homes' contractors and employees.

Written permission - A letter from us giving you permission to do something.



Salix Homes
Diamond House
2 Peel Cross Road
Salford, M5 4DT

Tel: 0800 218 2000

Email: enquiries@salixhomes.org

www.salixhomes.org

