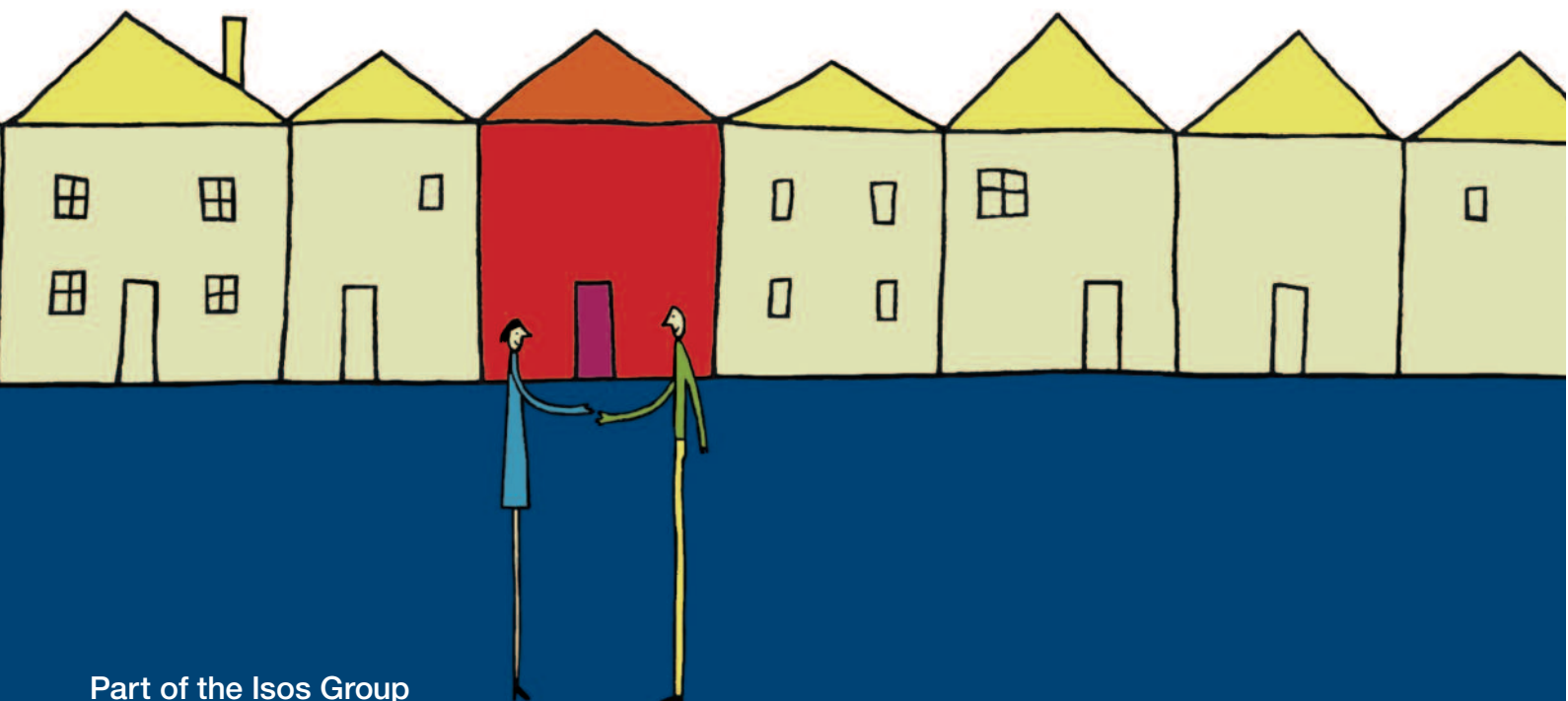


NomadE5

Quality homes,
thriving communities

Assured Tenancy Agreement Terms and Conditions



Part of the Isos Group

Welcome to NomadE5

Thank you for accepting a tenancy with NomadE5 and we hope you enjoy living in your NomadE5 home.

We believe it is important that we clearly state 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 your landlord.

This tenancy agreement is a legally binding contract between you as tenant(s) and us as landlord. If there is anything you do not understand please ask a member of our staff or seek advice from the Citizens Advice Bureau or your local Housing Aid or Law Centre.

We are committed to providing good quality housing and excellent service for our customers. We want you to live in a safe and peaceful neighbourhood free from antisocial behaviour, and we want to work with you to achieve this aim. We expect you to look after your home and treat your neighbours in the way you would like to be treated. You must pay rent and any service charge on time.

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 fail to meet your responsibilities 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.

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Tenancy Agreement

This Tenancy Agreement is between

Our name and address **NomadE5 Housing Association Ltd, Number Five, Gosforth Park Avenue, Gosforth Business Park, Newcastle upon Tyne NE12 8EG**

We are registered with the Tenant Services Authority under section 3 of the Housing Act 1996

Name of Tenant and _____

(‘the Tenant’ or ‘you’) (In the case of joint tenants, the term ‘Tenant’ or ‘you’ applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this tenancy agreement).

This is not an Assured Shorthold Tenancy

Address in respect of _____

_____ (‘your home’)

Payments for your home The weekly payments for your home are:

Rent	£
Service charge	£
[]	£
[]	£
[]	£
Water rates (if applicable)	£
Energy (if applicable)	£

Description of your home which comprises _____

Permitted number The maximum number of people allowed to live at your home is: _____

The tenancy This tenancy begins on Monday: _____

(the Tenancy Start Date) for a week and thereafter weekly until brought to an end, in accordance with the provisions of this agreement. It is an assured tenancy, the terms of which are set out in this tenancy agreement.

Data Protection You consent to us holding and processing personal data including sensitive personal data that you have provided or has been provided by third parties or will be provided to us in the future. This may include disclosure to third parties who are able to show that they are entitled to receive this information.

We will comply with the Data Protection Act 1998 when dealing with personal and sensitive personal data. This means your personal data will be processed in accordance with the law.

You have the right to inspect any personal information we hold about you and to correct any inaccurate information. We may make a reasonable charge (not exceeding the maximum fee from time to time as set down by Parliament) for any information you may wish to see. You will not be able to see information given to us by others in confidence.

Section 1 – General Terms

It is agreed as follows:

1 Payments for your home

- 1.1 The weekly rent for your home (including any service charge and support charge where applicable) at the start of the tenancy are set out on pages 4 and 5. The service charge may incorporate a separate support related charge.
- 1.2 The payment of rent (including any service charge and any support charge where applicable) is due in advance on the Monday of each week.
- 1.3 If you are a joint tenant, you are both individually responsible for all the rent (including any service charges and support charges where applicable) and for any arrears. We can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent and service charges that may still be owed and all ongoing payments.

2 Changes in rent

- 2.1 We may increase the rent before the first anniversary of the start of this tenancy agreement, on the same day that we increase the rent of all of our other tenants (the First Rent Increase). We will give you not less than one calendar month's notice in writing.
- 2.2 We may, in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988, increase or decrease the Rent by giving you not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. The Rent shall not be increased more than once a year except during the first year of the Tenancy. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum Rent payable for the following year shall be the Rent so determined.

3 Changes in service and other charges (where applicable)

- 3.1 We will provide the services set out on page 4 for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page 4.
- 3.2 We may, after consulting with the tenants affected, increase, add to, remove, reduce or vary the services provided or charges for the services or introduce new services.
- 3.3 With effect from the first Monday in April after this tenancy is granted we may increase your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing of any change. We will not change the amount of your service charge more than once in any one year except during the first year of the Tenancy.

4 Housing Benefit

- 4.1 If we ask, you agree to give consent to the relevant authority for the payment direct to us of any Housing Benefit (or other State assistance) which you may claim as part or whole payment of the rent and any service charge due to us. We will credit your rent account with the amount of benefit when we receive it.
- 4.2 If your circumstances change, altering your entitlement to Housing Benefit, you must inform the benefit authority and us at once. We may recover from you any overpayment which is lawfully recoverable from us by the benefit authority.

5 Service of notices

- 5.1 Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that our address for the receipt of legal notices, and any other communication arising from this agreement, is:
**NomadE5 Housing Association Ltd,
Number Five, Gosforth Park Avenue,
Gosforth Business Park,
Newcastle upon Tyne NE12 8EG**
- 5.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

6 Altering the agreement

- 6.1 By signing this agreement you are agreeing to become our tenant.
- 6.2 With the exception of any changes in Rent or service charges, this Agreement may only be altered:
 - By agreement between us and you; or
 - By us providing you with written details of the proposed changes. We will ask for your comments and give you a reasonable time to reply;
 - 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 give you one calendar month's notice before the change takes effect.

Section 2 – Our Obligations

We agree:

1 Possession

To give you possession of your home at the start of the tenancy.

2 Tenant's right to occupy

Not to interrupt or interfere with your right peacefully to occupy your home except where:

- 2.1 Access is required subject to reasonable notice of at least 24 hours to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or in accordance with Section 3, Condition 17, or
- 2.2 We are entitled to possession at the end of the tenancy.
- 2.3 A court has given the Association possession by ending the tenancy.

3 Repair of structure and exterior

To keep in good repair the structure and exterior of your home including:

- 3.1 drains, gutters and external pipes,
- 3.2 the roof,
- 3.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating,
- 3.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration,
- 3.5 chimneys, chimney stacks and flues but not including sweeping,
- 3.6 pathways, steps or other means of access,
- 3.7 plasterwork,
- 3.8 any integral garages and stores,
- 3.9 boundary walls and fences.

4 Repair of installations

To keep in good repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:

- 4.1 basins, sinks, baths, toilets, flushing systems and water pipes,
- 4.2 electric wiring including sockets and switches, gas pipes and water pipes,
- 4.3 water heaters, fireplaces, fitted fires and central heating installations.

5 Repair of common parts (if applicable)

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.

6 External decorations

To keep the exterior of your home (excluding your garden) and any common parts in a good state of decoration and normally decorate these areas periodically within published timescales.

7 Succession to partner

On the death of a sole Tenant who is not a Successor, that the Tenancy will pass to the Tenant's partner (whether or not married to the tenant, and including a same-sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principle home at the time of the Tenant's death.

A Successor is:

- 7.1 a partner in whom the Tenancy was vested under this clause; or
- 7.2 a person by whom the Tenancy was inherited (see the following clause); or
- 7.3 a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under Section 3, Condition 20; or
- 7.4 a Tenant by survivorship when one of two or more joint Tenants has died.

8 Succession (other than to a spouse or civil partner)

On the death of a sole Tenant who is not a Successor as defined in Section 2 Condition 7, to seek possession under ground 7 of Schedule 2 of the Housing Act 1988 only if the person that inherits the Tenancy:

- 8.1 is not a member of the Tenant's household; or
 - 8.2 did not reside with the Tenant for the 12 months preceding the Tenant's death; or
 - 8.3 did not occupy the Property as his or her only or principal home at the time of the Tenant's death; or
 - 8.4 will not agree in writing to abide by the terms of this Tenancy.
- We may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

9 Competing Succession Claims

If more than one person would be allowed to claim the tenancy under Condition 8 they must decide between them who should get the tenancy. If they cannot agree, we will decide.

10 Housing Management

To provide you with information on our housing management policies as required by the guidance issued by our regulator under the provisions of Section 36 of the Housing Act 1996.

Section 3 – Your Obligations

You agree:

1 Possession

To take possession of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it.

2 Rent

To pay the rent and service charge weekly in advance.

3 Outgoings

To meet all outgoings applying to your home, including water charges and electric and other costs whether metered or billed.

4 Use of your home

4.1 To use your home for residential purposes as your only or principal home and neither to operate, nor allow members of your household or visitors to operate any business at your home without our prior written consent.

4.2 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.

4.3 You are responsible not only for your own behaviour, but also the behaviour and actions of members of your household and visitors to your home (including children and pets).

4.4 Neither to use nor allow members of your household or visitors to use your home for any illegal, antisocial or immoral purpose or for any purpose that might cause a nuisance or annoyance to other persons in the neighbourhood. This includes (but is not limited to) the possession, use or supply of any illegal substance, and also the storage of stolen goods.

Antisocial behaviour is behaviour that is likely to intimidate, harass or cause distress, alarm, nuisance or annoyance to any person, or causing damage to property.

It includes, but is not limited to:

- ***using or threatening to use violence***
- ***use or supply of any illegal substance***
- ***banging and slamming doors***
- ***loud music***
- ***dumping rubbish***
- ***not keeping your pets under control***
- ***graffiti***
- ***offensive drunkenness***
- ***playing ball games close to someone else's home***
- ***shouting and arguing.***

5 Nuisance

Neither to act, nor to allow members of your household or visitors (including children and pets) to act, either directly or indirectly, in an antisocial manner or in such a way which causes a nuisance or annoyance to other persons in the neighbourhood or to any of our tenants, agents, employees or contractors. This includes conduct in your home, on surrounding land, in communal areas and in the neighbourhood around your home.

6 Racial and other harassment

Neither to commit, nor to allow members of your household or visitors (including children) to commit, any harassment, or threat of harassment, on any grounds including those of race, colour, religion, sex, sexual orientation, age or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors.

It includes, but is not limited to:

- ***harassing or intimidating any person because of their race, colour, ethnic origin, nationality, age, sexuality, religion or disability***
- ***violence or threats of violence towards any person***
- ***abusive or insulting words or behaviour***
- ***damage or threats of damage to property belonging to another person, including any damage to any part of a person's home***
- ***writing threatening abusive or insulting graffiti.***

7 Abuse of NomadE5's employees and representatives

Not to (or allow any member of your household or your visitors to) threaten, abuse or commit any act of violence against NomadE5's employees or representatives. This includes acts which are likely to injure, intimidate, cause alarm or distress. NomadE5 operates a zero tolerance approach to abuse of its employees and representatives.

8 Domestic violence

Not to threaten, abuse or commit any act of violence against any other person living in your home, including a joint tenant. If any member of your household has left because of violence or threats of violence towards them or a member of their family who was living with them, and we are satisfied that the person who has left is unlikely to return, we may take action to regain possession of your home.

9 Noise

9.1 Neither to play, nor to allow to be played, any radio, television, CD player, amplifiers, loudspeakers, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside your home.

9.2 Not to use any domestic machinery or DIY equipment in such a way or at such times (e.g. at night or early morning) that it causes nuisance and annoyance to other people.

Section 3 – Your Obligations (cont.)

10 Pets

- 10.1 To keep under control any animals kept at your home and not to keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood, anyone visiting your home or a neighbouring property, or any of our tenants, agents, employees or contractors.
- 10.2 Not to keep any animals for commercial breeding purposes.
- 10.3 Not to allow any animal you keep at the property to foul in your home or in the shared areas outside the property on, for example, roads, footpaths, communal gardens or play areas in the local area.
- 10.4 Not to keep livestock such as chickens, ducks, geese or goats.
- 10.5 Not to keep any animal at the property that we deem to be unsuitable or dangerous.
- 10.6 To request permission in writing to keep a pet at your home.

11 Internal decoration

To keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

12 Gardens and outbuildings

- 12.1 If your home has its own garden, to keep it in a neat and tidy condition and not to use it for dumping rubbish. Breach of this obligation may result in us clearing your garden and charging you for the work.

- 12.2 Not to construct, permanently or otherwise, a garage, pigeon loft, shed, dog kennel, bird aviary, beehive, greenhouse, fence or any other building or erection without first obtaining our written consent and all other necessary approvals (for example planning permission or building regulations approval). Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy. If the building causes nuisance or annoyance to anyone in the local area, or is deemed by us to be dangerous, we may ask you to remove it.

13 Adaptations and additions to walls

- 13.1 Not to make any additions or adaptations to the internal or external walls of your home, or indeed remove any walls, without first obtaining our written consent and all other necessary approvals (for example planning permission or building regulations approval). Consent is not required for analogue television aerials fitted to chimney breasts. See also Section 4, Condition 6.
- 13.2 If the installation, alteration or addition causes nuisance or annoyance to anyone in the local area, or is deemed to be dangerous, we might ask you to remove it.

14 Damage

To make good any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home, fair wear and tear excepted, and to pay any costs reasonably incurred by us in carrying out such works in default.

15 Reporting disrepair

To report to us promptly any disrepair or defect for which we are responsible in your home or the common parts.

16 Repairs – Tenant Responsibility

You are expected to carry out certain repairs yourself. These include plastering minor cracks, the provision of additional keys, toilet seats, plugs and chains, television aerials unless provided by us in a communal scheme. This list is neither exhaustive or exclusive.

17 Access

- 17.1 To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice of at least 24 hours to inspect the condition of your home or any installations or to carry out repairs, safety checks or other works to your home or adjoining property and to allow access to your home in accordance with Section 2, Condition 2.
- 17.2 More immediate access may be required in an emergency. 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 of repairing any damage.
- 17.3 You must allow NomadE5s employees or contractors access to your home to carry out Gas Servicing as and when required.

18 Roadways

Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

19 Parking

Not to (and not to allow members of your household or visitors to):

- 19.1 Park a boat, commercial vehicle, caravan, trailer, motor home, loader or similar vehicle at your home or on any communal (shared) parking areas with out our written consent.
- 19.2 Park on any road, verge, highway or footpath adjacent to or near to your home in a way that might obstruct:
- the emergency services
 - other road users
 - anyone who uses pavements, footpaths, access ways and so on
 - the access to any home in the area
 - the access to any garage
 - access for domestic utility suppliers or their agents.
- 19.3 Park or leave any illegal, untaxed or unroadworthy vehicle in the neighbourhood around your home or elsewhere on our land, including authorised parking areas.
- 19.4 Park or drive any vehicle on or over grass verge, communal (shared) garden, communal open space or similar piece of land in the neighbourhood around your home.
- 19.5 Carry out major repairs to any car, motorcycle or other motor vehicle at your home or on any of our land including authorised car parking spaces, or allow engine oil or any similar substance to pour down any drains or over any road or other surface.

Section 3 – Your Obligations (cont.)

19.6 Sell, rent, license or give away any parking space or garage which we provide for you or attempt to do so.

19.7 By signing this agreement you authorise us to remove any vehicle that you leave abandoned at your home which breaks these conditions, or which we think has been abandoned or is dangerous. You will be charged for the cost of removing and disposing of any such vehicle.

20 Assignment

Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in Section 4, Condition 5 or assigning the tenancy to someone that would have been qualified under Section 2, Condition 7 or 8 to succeed to the tenancy if you had died.

21 Overcrowding

Not to allow more than the number of persons shown on page 4 to live at your home.

22 Lodgers

To inform us if you intend to take in any person as a lodger, and to tell us the duration of their stay, their name, age and sex and the accommodation he or she will occupy.

23 Sub-letting

Not to grant a sub-tenancy of the whole or part of your home.

24 Absence from your home

To inform us, in writing and in advance, if you are or expect to be absent from your home for four weeks or more so we will then know you have not abandoned your home.

25 Ending the Tenancy

25.1 To give us at least four weeks' notice, starting from a Monday, in writing when you wish to end the tenancy.

25.2 Once you have given notice that you intend to end your tenancy, you must allow access to your home (at pre-arranged dates) to allow staff to carry out an inspection of the property and for prospective new tenants to view the property accompanied by a member of our staff.

25.3 To return all keys to the property by 12 noon on the Monday on which the tenancy ends. If keys are returned after this time you will be charged another week's rent. If we have to fit new locks and keys we will charge you with the cost of this work.

25.4 To pay all rent and any other charges up to the date of the end of your tenancy.

25.5 To provide us with a forwarding address when you leave.

26 Moving out

26.1 To give us vacant possession and return all keys to your home by 12 noon on the Monday on which the tenancy ends. To leave the property in a clean condition and to remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). If you do not leave your home in good decorative and lettable condition we may charge you with the cost of redecorating and cleaning the property.

26.2 We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you do leave any belongings, we will dispose of them 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.

26.3 We will advise you of any damage to your home for which you will be held liable under Section 3, Condition 14.

27 Health, safety and hygiene

27.1 To 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.

27.2 To 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.

27.3 To put all refuse in appropriate bin bags, and dispose of it in the bins, chutes, containers or communal bin areas used for this purpose. Ensure that only recyclable products are put in the appropriate recycling bins. You must not put into such bins any hot ash or other materials likely to damage them nor must you burn refuse in the bins.

27.4 To keep washing and drying areas and any other shared areas clear of rubbish and obstacles.

27.5 Not to use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres).

27.6 Not to use any portable oil, paraffin or gas appliances or store any flammable materials such as gas, paraffin or oil in the property.

27.7 Not to store any vehicles powered by petrol, diesel or paraffin in shared areas such as hallways.

27.8 Not to throw anything from balconies or windows of either the property or shared areas.

27.9 Not to let anyone who you do not know into the building or jam open any communal or fire safety doors.

27.10 Not to tamper or interfere with or alter the electrical or gas systems, installations or meters in or serving the property.

27.11 Not to block the corridors, staircases, balconies or lifts.

Section 4 – Your Rights

You have the following rights:

1 Right to occupy

- 1.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligations contained in this tenancy agreement to give access to our employees or contractors).
- 1.2 Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

2 Tenure

- 2.1 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 Section 7, Schedule 2 to the Housing Act 1988, (as amended by The Housing Act 1996), or any grounds amended or added under future legislation. Details of the grounds of possession can be obtained from us. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).
- 2.2 If we intend to seek a demotion order we will give you two weeks' notice in writing unless the Court allows us to go ahead without serving notice on you.

- 2.3 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 or 14A when the notice may be less than 4 weeks
 - we are using grounds 7, 9 or 16 when we will give two months' notice
 - the Court allows us to go ahead without serving notice on you.
- 2.4 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 below.
- 2.5 If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court limited rights to refuse a possession order.
- 2.6 As well as seeking a possession and/or a demotion order, we can ask the Court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use, or allow your home to be used, for unlawful use. We may also apply for an injunction against any individual who engages in antisocial behaviour.

3 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

4 Pets

You may, subject to our discretion, and after first requesting our permission in writing, keep a pet in your home provided that you comply with Section 3, Condition 10. We will not usually grant consent for pets in sheltered accommodation or blocks of flats with communal entrances unless it is a guide or hearing dog. We reserve the right to require a tenant to remove any pet from the property permanently (for example where it is causing a nuisance), even if permission was originally given or not needed.

5 Right to exchange

- 5.1 You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to first getting our written consent, which shall be withheld only on specified grounds.
- 5.2 You must not charge any premium in relation to an authorised exchange of this tenancy.

6 Right to make improvements

6.1 You have the right to make improvements, alterations and additions to your home provided that you have first obtained our written consent and all other necessary approvals (for example planning permission or building regulations approval).

7 Compensation for improvements

You have the right to claim compensation for certain improvements which you have made to your home. We can give you details on request of which improvements are applicable. You can only apply for compensation at the end of your tenancy.

8 Right to Acquire

You may have the right to acquire your home, unless you live in sheltered housing or other housing excluded from this right by the said legislation, in which case you will not be able to exercise this right. We can advise you if you qualify for the Right to Acquire.

Section 4 – Your Rights (cont.)

9 Right to Repair

Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales. You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request.

10 Right to consultation

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

11 Right to information

You have a right to information about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

12 Complaints

12.1 We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of our regulator as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

12.2 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.

Section 5 – Grounds for Possession

- 1 As long as you remain an assured tenant and live in your home as your only or main home, we can only end your tenancy by obtaining a court order for possession. This can only be obtained by relying on one or more of the grounds listed in the 1988 Housing Act as amended by the 1996 Housing Act or any grounds added by future legislation.
- 2 We will usually give you four weeks' notice of our intention to seek a possession order. However, we may give you shorter notice if we are allowed to under the Housing Act. In cases where we use Ground 14, we may issue proceedings on the same day we serve the Notice of Seeking Possession.
- 3 Set out below are the grounds for possession currently in force in Section 7, Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. We reserve the right to rely on any new or amended grounds introduced by future legislation.
- 4 If any of grounds 1–8 are established the court must make an immediate order of possession. If any of the grounds 9–17 are established the court may make an order after considering all the circumstances.
- 5 If your tenancy stops being an assured tenancy (for example, because the property is no longer your only or main home), we may end the tenancy by giving you four weeks' notice in writing.

Ground 1

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

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

Section 5 – 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 or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purpose of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

Ground 3

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

- a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- b) at some time within the period of 12 months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

Ground 4

The tenancy is a fixed term tenancy for a term not exceeding 12 months and:

- a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- b) at some time within the period of 12 months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act.

Ground 5

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

- a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on the ground; and
- b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

Ground 6

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

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

- i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or
 - ii) the nature of the intended work is such that no such variation is practicable, or
 - iii) the tenant is not willing to accept an assured tenancy of such party only of the dwelling-house (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out, where appropriate, as would give such access and other facilities over the reduced part as much as would permit the intended work to be carried out, or
 - iv) the nature of the intended work is such that such a tenancy is not practicable; and
- a) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money’s worth; and
 - b) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977 as amended by Part 1 of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

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

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

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than 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.

Section 5 – Grounds for Possession (cont.)

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

Ground 8

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

- a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;
- b) if rent is payable 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;
- d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the tenant.

Ground 9

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

Ground 10

Some rent lawfully due from the tenant:

- (a) is unpaid on the date on which the proceedings for possession are begun, and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11

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

Ground 12

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

Ground 13

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

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

Ground 14

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

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

(b) has been convicted of:

- (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
- (ii) an 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 or civil partner, 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 16

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

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

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:

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

Section 6 – Signatories

Your agreement to the terms of this tenancy agreement

By signing this agreement you are confirming that:

- (i) You have read, understood and accept the terms and conditions of this tenancy.
- (ii) You confirm that the information given on your housing application form is still correct, apart from any subsequent changes in circumstances which have been notified to us in writing.
- (iii) You consent to us holding and processing personal data as set out on pages 4 and 5.

Signed by the Tenant(s)

Full name of signatory

Full name of signatory

Signed on behalf of NomadE5 Housing Association Ltd

We are subject to any guidance on housing management practice and performance standards issued from time to time by our regulator with the approval of the Secretary of State.

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 3, Condition 20.

Assured tenancy

A tenancy granted in accordance with the Housing Act 1988 (as amended by the Housing Act 1996). It is not an Assured Shorthold Tenancy.

Common/Communal/Shared Parts

Means any part of the building which all tenants share or can use, for example paths, gates, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Fixtures and fittings

All appliances and furnishings (not removable furniture) in the property including those for supplying or using gas and water.

Gardens

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

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 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.

Definitions (cont.)

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 tenancies with another tenant.

Neighbours

Includes everyone living in the local area, including people who own their own homes and other tenants.

Property

Means your home.

Rent

In this agreement the word “rent” means all charges which you are obliged to pay under the terms of this agreement.

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 timescales. If we do not complete them within certain timescales (you can ask us for details) and do not give you a good reason for not doing the work, you have the right to get the work done yourself and charge us the reasonable costs of the repairs you carry out. This is in line with Section 96 of the Housing Act 1985.

Service charge

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

Security of tenure

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

Spouse

Your husband or wife, or someone living with you as husband or wife – regardless of gender.

Sub-let

Giving another person the right to live in part of your home and charging them rent to live there.

Successor

A successor means one of the following people:

- a spouse or partner who the tenancy passed to under the Housing Act 1988
- someone who has a joint tenancy and has become a sole tenant
- someone who becomes the tenant by exchanging their tenancy under the “right to exchange” (see above) 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 2, Condition 7 or 8.

We, us, the landlord

NomadE5 Housing Association Ltd.

Vehicle

A car, van, bike, boat, trailer for example.

You

The tenant, and in the case of joint tenants any one or all joint tenants.

**NomadE5 Housing
Association**

Number Five
Gosforth Park Avenue
Gosforth Business Park
Newcastle upon Tyne
NE12 8EG

T 0191 268 4800

T 0845 017 8686 (local rate)

F 0191 292 2600

info@nomade5.co.uk

www.nomade5.co.uk

Part of the Isos Group

