

**MAIDENHEAD & DISTRICT
HOUSING ASSOCIATION LIMITED
FORM OF TENANCY AGREEMENT FOR TRANSFERRING
TENANTS ANNEX STANDARD TERMS AND CONDITIONS**

General Terms

1. It is agreed as follows:-

Payments for the premises:

1.1. The weekly rent and service charge for the premises at the date of this Agreement are as set out in the particulars. In this Agreement the term 'rent' refers to the rent set out in the particulars or as varied from time to time in accordance with this Agreement.

1.2 The payments of rent and service charge are due in advance on the first Monday in each fortnight and will be collected in accordance with the provisions of Clause 3.2.

1.3 Rent increases during Rent Guarantee Period

1.3.1 The rent payable under this Agreement shall be increased on each of the first Mondays in April 1996, 1997, 1998 and 1999. The increase shall be to an amount equal to the rent you paid immediately before the relevant first Monday in April increased by inflation plus 2%. Inflation for each relevant first Monday in April shall be the percentage increase in the RPI from the RPI published in the January in the year before the year of the relevant first Monday in April to the RPI published in the January in the year of the relevant first Monday in April. RPI means the United Kingdom General Index of Retail Prices (all items) or in the event that such index ceases to be published or if the basis of calculation is changed such other published index of retail prices or the value of money as the Association acting reasonably shall decide.

1.3.2 After the day before the first Monday in April 2000 Clauses 1.3.1 above shall no longer have effect.

1.4 Rent increases after Rent Guarantee Period.

1.4.1 After the first Monday of April 1999, but so that no rent increase shall take effect before the first Monday of April 2000, the Association may in accordance with Sections 13 and 14 Housing Act 1988 increase the rent by giving you not less than one calendar month's notice in writing of the increase. The notice shall specify the revised rent. The rent shall not be increased more than once a year and no increase shall take effect less than a year after the last increase. The revised rent shall be the amount specified in the notice of increase unless EITHER:-

1.4.2 the Association and you agree to an alternative figure; OR

1.4.3 before the beginning of the new period specified in the notice you exercise your right to refer the notice to a Rent Assessment Committee to have a market rent determined, in which case the maximum rent payable for one year shall be the rent so determined and shall take effect from the date

specified in the notice or such later date as the Rent Assessment Committee may direct, being a date no later than the date of its determination.

1.5 Service Charge

1.5.1 The Service Charge in respect of any twelve month period ending on 31st March (“the Account Year”) shall be computed before the beginning of the Account Year in accordance with Clause 1.5.2.

1.5.2 The Service Charge shall consist of a sum comprising the expenditure the Association estimates it is likely to incur in the Account Year upon the provision of those services shown in the Particulars of Tenancy annexed hereto the costs of which are to be met by payment of the Service Charge together with the Water/Sewerage Charge payable by you and any excess or deficiency as set out in Clause 1.5.3.

1.5.3 As soon as practicable after the end of each Account Year the Association shall determine the amount by which the estimate referred to in Clause 1.5.2 shall have exceeded or fallen short of the actual expenditure in the Account Year and any excess or deficiency including any excess or deficiency in the Water/Sewerage Charge payable by you shall be carried forward for inclusion in the next computation carried out by the Association in accordance with Clause 1.5.2.

1.6 Consultation in respect of Rent Increases and Estimates of Service Charge.

Before giving notice of any increase in rent under Clause 1.4, or estimate of service charged under Clause 1.5.2, the Association shall consult with such body or bodies as it shall from time to time recognise as representing the interests of the Association’s tenants. Such consultation shall afford the said representative body or bodies a reasonable opportunity of expressing their views on the proposed rent increase and estimate of Service Charge to the Association. The Association shall consider such views in determining the size and commencement of any rent increases and estimate of Service Charge but shall not be bound by them.

1.7 Housing Benefit

1.7.1 The Association will provide you with advice and assistance in relation to any claim which you may be entitled to make against any public body in respect of Housing Benefit.

1.7.2 If you are entitled to receive Housing Benefit from the Local Authority (“the Council”) and have agreed in writing with the Council that the Council shall pay such Housing Benefit direct to the Association, and the amount of any payment received from the Council will be credited to your Rent Account. In this event should your circumstances change with the result that your entitlement to Housing Benefit is affected you shall immediately inform the Council and notify the Association that you have done so and any overpayment which is lawfully recoverable may be reclaimed by the Association from you.

- 1.8 Appropriation of Payments
If you vacate the premises to become the Association's tenant in another property:-
- 1.8.1 the Association shall be entitled to appropriate all payments subsequently made by you as being in settlement of any outstanding debt due from you to the Association in respect of this Tenancy Agreement, or
- 1.8.2 the Association shall be entitled to credit your rent account in respect of the new tenancy with any sums due from the Association to you in respect of this Tenancy Agreement unless you ask for such overpayments to be paid directly to you.
- 1.9 Altering the Agreement
With the exception of any changes in rent or Service Charge, this Agreement may only be altered if both you and the Association agree in writing.

The Association's Obligations

2. The Association agrees
- 2.1 Possession
To give you possession of the premises at the commencement of the Tenancy.
- 2.2 Your right to occupy
Not to interrupt or interfere with your right peacefully to occupy the premises except where:
- 2.2.1 access is required to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property; or
- 2.2.2 a court has given the Association possession by ending the Tenancy.
- 2.3 Repairs
- 2.3.1 To keep in good repair the structure and exterior of the premises including:-
- 2.3.1.1 drains, gutters and external pipes;
- 2.3.1.2 the roof but not including any aerial or satellite equipment erected other than by the Association.
- 2.3.1.3 Foundations, outside walls, outside doors, door furniture, window glass (save where it is your duty to repair pursuant to Clause 3.13), windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
- 2.3.1.4 Internal walls, floors and ceilings, doors, door furniture, door frames and skirting boards but excluding internal painting and decorations;
- 2.3.1.5 Chimneys, chimney stacks and flues but not including sweeping;
- 2.3.1.6 Pathways, steps or other means of access;

- 2.3.1.7 Plasterwork;
- 2.3.1.8 Integral garages and stores; and
- 2.3.1.9 Boundary walls, gates and fences
- 2.3.2 To keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including;
 - 2.3.2.1 basins, sinks, baths, toilets, taps, stopcocks, flushing systems and waste pipes;
 - 2.3.2.2 electric wiring including sockets and switches, gas pipes and water pipes; and
 - 2.3.2.3 water heaters, fireplaces, fitted fires and central heating installations, where fitted;
- 2.3.3 To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes, door entry systems and other communal amenities and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of, and your visitors to, the premises.
- 2.3.4 To keep the exterior of the premises and any common parts in a good state of decoration and to decorate these areas at reasonable intervals.
- 2.3.5 To carry out all repairs within reasonable timescales. These will be determined by the Association from time to time.
- 2.4 Information about Housing Management Policies.

To provide you with information on the Association's Housing Management Policies as required by the guidance issued by the Housing Corporation (the "Tenant's Guarantee") under the provisions of Section 36a of the Housing Association Act 1985.
- 2.5 Data Protection

To comply with the provisions of the Data Protection Act 1984 as amended from time to time. Subject to you paying to the Association a reasonable fee (not exceeding the maximum fee from time to time set down by Parliament) to allow you to inspect information about you which is held by the Association in the form of computerised data.
- 2.6 Access to Personal Information

To allow you reasonable access to other personal information held about you or members of your family who are occupying the premises (provided that this right shall not apply to information provided to the Association in confidence by third parties) and to allow you to correct or record your disagreement with the information held by the Association.

- 2.7 Services
To provide the services listed in the particulars in connection with the premises PROVIDED ALWAYS that (following consultation with you) the Association may cease to provide any of such services if in its reasonable opinion it is no longer practicable to do so and upon cessation of any such services the Association will cease to require payment for them. The Association may provide additional services and charge for them by way of Service Charge if the Association (following consultation with you) considers it desirable to do so.
- 2.8 Insurance
To insure the premises (including any fixtures and fittings therein belonging to the Association) for such sum and against such risks as the Association deems appropriate.

Your Obligations

3. You agree:-
- 3.1 Possession
To take possession of the premises at the commencement of the Tenancy:-
- 3.2 Rent/Service Charge
To pay the rent and Service Charge at fortnightly intervals one week in advance and one week in arrear in such manner as the Association may from time to time require on the first Monday in each fortnight except for any week or weeks in respect of which the Association may determine, from time to time, that no rent shall be payable PROVIDED THAT the Association will consult with you in the event that it wishes to change the manner in which payment is required to be made.
- 3.3 Use of Premises
To use the premises for residential purposes as your only or principal home and not to use the premises for immoral or illegal purposes and not to operate a business at the premises without both the written consent of the Association (which shall not be unreasonably withheld) and any planning permission that may be required by the local planning authority. Not to exhibit any business or trade sign on or around the premises. To use the communal facilities with due regard for the convenience and safety of others.
- 3.4 Nuisance
Not to cause or allow members of your household or invited visitors to cause a nuisance or annoyance of whatever sort to neighbours or other tenants of the Association or their invited visitors.
- 3.5 Racial and other Harassment
Not to commit or allow members of your household or invited visitors to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of their household, visitor, neighbour or employee of the Association.

- 3.6 Domestic Violence
Not to do or cause to be done, threaten to do or cause any act of harassment or violence which prevents a joint tenant or a person who would have a right of succession (as contained herein), or the children of any such person from continuing peaceably to live in the premises.
Conclusive proof of a breach of this condition of tenancy would include any of the following:
- 3.6.1 a conviction of a person for any crime of violence against any such co-resident as referred to above; or
- 3.6.2 any other Court Order containing or implying a finding of fact that a person had committed any such harassment or violence as referred to above on any such co-resident.
In circumstances of domestic violence between unmarried couples, the Association will give favourable consideration to accepting a surrender of the existing tenancy and granting a new tenancy to the victim in their own name, and will generally support any application made by the victim of violence within a marriage for an Order for the transfer of a tenancy under the Matrimonial Homes Act 1983.
- 3.7 Noise
Not to create or allow to be created a level of noise that causes a nuisance or annoyance to neighbours.
- 3.8 Pets
Not to keep on the premises any pets which, in the reasonable opinion of the Association may cause a nuisance, annoyance, inconvenience, or danger to neighbouring occupiers.
- 3.9 Improvements
Save as set out in Clause 5.2 not to make any improvements, alterations or additions to the premises without first obtaining both the written consent of the Association (which shall not be unreasonably withheld) and all other necessary approvals and to comply with the reasonable requirements of the Association in relation to any consent given to you to make improvements, alterations or additions to the premises including the standard of the work to be carried out.
- 3.10 Dangerous, illegal or highly flammable materials
Not to use or store in the premises or any store, shed or garage, any dangerous, illegal or highly flammable materials including, without limitation, Liquid Petroleum Gas except as may be permitted by any Statutory Regulations relating to the storage and use of such substances.
- 3.11 Internal Repair, Decoration and Chimney Sweeping
To keep the interior of the premises in good and clean condition and to decorate all internal parts of the premises as frequently as is necessary to keep them in reasonable decorative order. To sweep the chimneys (if any) not less than once a year.

- 3.12 Garden
To keep any garden forming part of the premises in a tidy condition.
- 3.13 Damage
To make good any damage to the premises or the Association's fixtures and fittings, common parts or neighbouring property caused by you or any member of your household or any invited visitor to the premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default, including reglazing due to malicious damage by you, a member of your household or any invited visitors; special cleansing due to you having allowed the premises to become dirty or verminous; and the clearing of any stoppages in toilets, drains and waste pipes.
- 3.14 Reporting Disrepair
To assist the Association by reporting to it promptly any disrepair or defect of which you are aware and for which the Association is responsible in the structure or exterior of the premises or in any installation therein or in the common parts.
- 3.15 Access
To allow the Association's authorised employees or contractors acting on behalf of the Association access at all reasonable hours of the daytime on the Association giving 48 hours notice and the appropriate proof of identity to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property. Immediate access without your prior consent may be obtained in an emergency.
- 3.16 Assignment
3.16.1 Not to assign the tenancy or part with possession of the whole of it except in furtherance of a Court Order made under Section 24 of the Matrimonial Causes Act 1973 or Section 15 Childrens' Act 1985 or with the written consent of the Association when exercising the right to exchange set out in Clause 5.6 or to a person who would be qualified to succeed you under the provisions of Clauses 4.9 or 5.8 if you had died immediately before the assignment.
3.16.2 Not to accept or pay any premium in connection with the assignment of this tenancy when exercising the right to exchange set out in Clause 5.6
- 3.17 Overcrowding
Not to allow the premises to be overcrowded as defined by S.324 Housing Act 1985.
- 3.18 Lodgers and Sub-Letting
Not to take in lodgers or part with possession or sublet part of the premises EXCEPT in accordance with Clause 5.1.
- 3.19 Parking
3.19.1 Not to park or allow a vehicle, trailer, caravan, boat or heavy machinery of any description which is owned by or in the charge of you, a member of your family or your visitor to be parked or driven on any amenity green or parked on any communal garage forecourt or pathway.

- 3.19.2 Not without the prior written permission of the Association (such consent not to be unreasonably refused) to park nor cause or permit to be parked within the boundaries of the premises or elsewhere on any land adjoining or adjacent to the premises any vehicle, boat, caravan or heavy machinery of any description.
- 3.20 Communal Areas
- 3.20.1 To use communal areas and lifts where they exist in a reasonable manner.
- 3.20.2 Not to place or store any vehicle, goods or other article in any communal area.
- 3.20.3 Not to obstruct any corridors, staircases, balconies or lifts and not to throw any article from any landing, balcony, corridor or window.
- 3.20.4 Not to hang out washing and drying other than in areas provided by the Association for that purpose.
- 3.20.5 To keep all dustbin areas tidy and clean and free from accumulated rubbish and to use refuse chutes where provided.
- 3.21 Ending the Tenancy
To give the Association at least 4 weeks notice in writing (expiring at 12 noon on a Monday) when you wish to end the tenancy.
- 3.22 Moving Out
To give the Association vacant possession and:
- 3.22.1 repair and pay to the Association the cost of any removal storage and other works carried out by the Association to remedy any default by you in respect of this Clause.
- 3.22.2 remove all furniture, personal possessions and rubbish;
- 3.22.3 leave the premises and the Association's fixtures and fittings in good lettable condition; and
- 3.22.4 return all keys of the premises at the end of the tenancy.
- 3.23 Abandonment of Property
- 3.23.1 If at the end of this Tenancy Agreement there remains in or about the premises property belonging to or left by you the Association will retain such property for three weeks from the date this tenancy ended. You may make personal application for such property at the Association's address during the normal office hours and upon payment by you of the costs set out in Clause 3.23.2 the Association will make arrangements for you to collect such property.

3.23.2 The costs are:

3.23.2.1 Any outstanding arrears of rent or Service Charge;

3.23.2.2 The cost of making good any damage to or removal of fixtures in the premises in breach of this Tenancy Agreement.

3.23.2.3 The legal costs of obtaining possession, if any

3.23.2.4 Repayment of overpaid Housing Benefit (if any) to the appropriate authority; and

3.23.2.5 The cost of control, storage and disposal of such property.

3.23.3 If no such application is made in such period or you do not pay the costs set out in Clause 3.23.2 the property shall be conclusively presumed to have been abandoned by you and the Association shall be immediately entitled to retain and sell that property to realise sufficient to cover the costs set out in Clause 3.23.2 and shall then be at liberty to dispose of the remainder in such way as the Association shall see fit without liability for the property or the proceeds (if any) of such disposal which shall be used for the Association's general purposes; and the Association's liabilities and obligations in respect of such property shall be limited to following the above procedure.

In the event the Association incurs financial loss (including the cost of their own labour if employed) in the disposal of the property abandoned or presumed to be abandoned as aforesaid you agree to indemnify the Association against such loss.

Your Rights and Security of Tenure

4. You have the following rights:-

4.1 Right to Occupy

You have the right to occupy the premises without interruption or interference from the Association for the duration of this tenancy (except for the obligation contained in this Agreement to give access to the Association's authorised employees or contractors) so long as you comply with the terms of this Agreement and have proper respect for the rights of other tenants and neighbours.

4.2 Security of Tenure

You have security of tenure as an assured tenant so long as you occupy the premises as your only or principal home. The Association can only end the tenancy by obtaining a Court Order for possession of the premises on one of the grounds listed in Schedule 2 of the Housing Act 1988. The Court will not make an Order unless the Association shall have served on you a Notice in writing complying with the requirements of the Housing Act 1988 or the Court considers it just and equitable to dispense with service of such a notice. The Association agrees that it will only serve a notice and thereafter seek to recover possession of the premises on one or more of the grounds set out in Clauses 4.3 to 4.11 below and in the circumstances set out in those Clauses. In the case of grounds 10,12,13,14 and 15 the Association will give not less than four weeks' notice in

writing of its intention to seek a possession order and in the case of grounds 7, 9 and 16 the Association will give not less than two months notice in writing. The Association also agrees that, apart from in relation to those grounds and in the circumstances referred to it would not be just and equitable for the Court to dispense with service of the requisite notice.

THE FOLLOWING ARE THE ONLY GROUNDS AND CIRCUMSTANCES IN WHICH THE ASSOCIATION WILL SERVE NOTICE AND SEEK TO RECOVER POSSESSION:-

Grounds for Possession

- 4.3 You have not paid the rent which is due; (Ground 10).
- 4.4 You or anyone living in the premises have broken, or failed to perform, any one or more of the conditions of this tenancy (Ground 12).
- 4.5 You or anyone living in the premises have caused the condition of the premises, stairs, lifts, gardens or any other parts of the building which you are entitled under this tenancy to use in common with others to deteriorate; and in the case of an act of waste by or the neglect or default of, a person lodging with you or Sub-Tenant of yours you have not taken such steps as you ought reasonably to have taken for the removal of the lodger or Sub-Tenant; (Ground 13).
- 4.6 You or anyone living in the premises have been guilty of conduct which is a nuisance or annoyance to neighbours or have been responsible for any act of harassment on the grounds of race, colour, sex, age or disability or have been convicted of using the premises for immoral or illegal purposes; (Ground 14).
- 4.7 The condition of any furniture provided for use under the tenancy has in the opinion of the Court deteriorated owing to ill treatment by you or anyone living in the premises and, in the case of ill treatment by a person lodging with you or by a Sub-Tenant of yours, you have not taken such steps as you ought reasonably have taken for the removal of the lodger or Sub-Tenant; (Ground 15).
- 4.8 The premises were let in consequence of your employment by the Association and you have ceased to be in that employment; (Ground 16).
- 4.9 Where the tenancy has devolved under your will or on your intestacy; (Ground 7) NOTE; This Ground will not apply where there is an automatic vesting of the tenancy in your spouse pursuant to Section 17(1) Housing Act 1988 or where there is a right of succession as set out in Clause 4.9.3 below.
 - 4.9.1 The Association may bring proceedings for the recovery of possession of the premises under ground 7 within twelve months after your death or if the Court so directs within twelve months after the date on which, in the opinion of the Court, the Association became aware of your death.
 - 4.9.2 In accordance with the provisions of ground 7 acceptance by the Association of rent after your death shall not be regarded as creating a new periodic tenancy unless the Association agrees in writing to a change in the amount of the rent, the period of the tenancy or the premises which are let or any other term of the tenancy.

- 4.9.3 The Association will not bring proceedings for possession under ground 7 if and so long as:
- 4.9.3.1 You were not yourself a successor as defined in Clause 4.9.6 below; and
 - 4.9.3.2 At the time of your death a member of your family (as that expression is defined in Section 113 of the Housing Act 1985) was in occupation of the premises as their only or principal home; and
 - 4.9.3.3 They resided in the premises with you throughout the period of twelve months ending with your death and at all material times since your death they have and continue to occupy the premises as their only or principal home; and
 - 4.9.3.4 The Association is satisfied that they are a person who is entitled to have the tenancy vested in them under your Will or your Intestacy; and
 - 4.9.3.5 Within six months of your death, or such longer time as the Association shall in its discretion allow, they notify the Association in writing of their claim to the benefit of these provisions; and
 - 4.9.3.6 Within six months of your death, or such further time as the Association shall upon written application (and in its discretion) allow, they apply for the Grant of Probate and/or Letters of Administration and/or seek to have the tenancy vested in them under your Will or your Intestacy.
- 4.9.4 If, at any time, any one or more of the conditions set out in Clauses 4.9.3.1 to 4.9.3.6 are not complied with the Association may determine the tenancy in accordance with Ground 7 of Schedule 2 to the Housing Act 1988.
- 4.9.5 In the event that there is more than one member of your family complying with the above conditions they should agree between themselves which of them shall claim the benefit of the provisions. If more than one claim is submitted to the Association and any dispute between the claimants is not resolved within a reasonable time thereafter the Association may decide which claim to accept or the tenancy may be determined in accordance with ground 7 of Schedule 2 to the Housing Act 19898 and upon such determination the Association will enter into a new tenancy of the premises with such claimant as the Association will in its absolute discretion select. NOTE: If no-one is entitled to succeed you under either Clause 4.9.3 or Clause 4.12, certain members of your family may still be entitled to succeed under the Special Succession Right set out in Clause 5.8.

4.9.6 A Successor is defined as;

4.9.6.1 A person who was a joint tenant and has become a sole tenant; or

4.9.6.2 A spouse in whom the tenancy was vested pursuant to the provisions of the Housing Act 1988; or

4.9.6.3 A person in whom the tenancy is or was vested under your Will or on your Intestacy; or

4.9.6.4 A person who falls within the definition of a 'successor' contained in Section 17(3) of the Housing Act 1988; or

4.9.6.5 A person who has been granted this tenancy pursuant to a provision in a Tenancy Agreement identical to this Clause 4.9 or Clause 5.8; or

4.9.6.6 A person who became the tenant on the tenancy being assigned to him other than pursuant to a Court Order made under Section 24 of the Matrimonial Causes Act 1973 or pursuant to the right of exchange as set out in Clause 5.6 provided that where the assignment was made pursuant to a Court Order made under Section 24 of the Matrimonial Causes Act 1973 and the assignor was already a successor then the assignee shall also be a successor; or

4.9.6.7 A person who became the tenant on the tenancy being assigned to them under the right to exchange as set out in Clause 5.6 where that person was already a successor under their previous Tenancy Agreement.

4.10 Suitable alternative accommodation is available for you or will be available for you when the Order for Possession takes effect (ground 9). The Association will only seek to recover possession of the premises on this Ground if in addition the Association can show;

4.10.1 That it intends within a reasonable time of obtaining possession to demolish or reconstruct the building or part of the building comprising the premises or to carry out work on that building or on land let together with and thus treated as part of the premises and cannot reasonably do so without obtaining possession; or

4.10.2 That the premises have features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a type provided by the premises and there is no longer such a person residing in the premises and the Association requires the premises for occupation (whether alone or with members of his/her family) by such a person; or

4.10.3 That you are a successor other than a spouse in whom the tenancy has vested pursuant to Clause 4.12 and the accommodation afforded by the premises is more extensive than is reasonably required by you and the Association brings proceedings for an Order for Possession not earlier than six and no later than twelve calendar months after the date on which the Association became aware of the vesting of the tenancy (and in determining whether it is reasonable to make an Order on this ground the Court shall be requested to take into account the matters set out in ground 16 in Schedule 2 to the Housing Act 1985); or

4.10.4 That the premises are one of a group of dwellings which it is the practice of the Association to let for occupation by persons with special needs and no other person with those special needs any longer resides in the premises and the Association requires the premises for occupation by a person who has those special needs.

4.11 Cessation of Assured Tenancy

If the tenancy ceases to be an Assured Tenancy, the Association may end the tenancy by giving four week's notice in writing to you.

4.12 Succession to your Spouse

On your death (where the tenancy is held by one person) this tenancy will automatically vest in your spouse (which includes any person who was living with you as your wife or husband) under the provisions of Section 17 Housing Act 1988 provided that they were occupying the premises as their only or principal home immediately before your death;

FOR THE AVOIDANCE OF DOUBT THE ASSOCIATION HEREBY
DECLARES THAT IT WILL NOT SEEK TO USE GROUNDS 1,2,3,4,5,6,8
AND 11 OF SCHEDULE 2 HOUSING ACT 1988 TO OBTAIN POSSESSION
OF ANY PROPERTY OCCUPIED BY ITS TENANTS

Further Rights

5. By way of further rights, the Association agrees:-

5.1 Right to take in lodgers and sub-let subject to Clauses 3.17, 3.18, 5.1.1 and 5.1.2 you may take in any persons as lodgers or may with the consent in writing of the Association, sub-let or part with possession of part of the premises provided that:

5.1.1 No consent shall be given to the letting of part of the premises on an assured tenancy as defined in Section 1 Housing Act 1988 save as referred to in Clause 5.1.2.

5.1.2 Any tenancy granted of part of the premises shall be either an assured shorthold tenancy within the meaning of Section 20 of the Housing Act 1988 or a contractual tenancy which is not an assured tenancy within the meaning of Section 1 Housing Act 1988;

5.1.3 The Association's consent shall not be unreasonably withheld and if unreasonably withheld shall be treated as given and any question relating to the withholding or giving of consent shall be determined in the same

manner as if the matter arose for determination between a secure tenant and their landlord.

5.2 Right to make Improvements (and receive compensation for them)

You may make improvements, alterations and additions to the premises including the erection of a television aerial and/or a satellite dish (except where a communal aerial or satellite dish is already provided or the premises form part of a block of flats) external decoration and additions to, or alterations in, the Association's fixtures and fittings, provided that you have first obtained the written consent of the Association and all other necessary approvals (for example, planning permissions or building regulations approval). The Association will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to satisfy the Association's conditions may be treated as a breach by you of an obligation under this Agreement. The Association agrees to give you the right to make improvements and receive compensation for them as if the provisions of Sections 97,98 and 99, 99A and 99B of the Housing Act 1985 applied to this tenancy. Any improvement carried out by you will not affect the level of rent you pay.

5.3 Right to Repair

You have the right to have carried out to the premises those repairs to which Section 96 of the Housing Act 1985 applies. The Association agrees to give you the right to have such repairs carried out as if Section 96 of the Housing Act 1985 and the Regulations made thereunder applied to this tenancy.

5.4 Right to Consultation

The Association will consult you before making changes in matters of housing management which are likely to have a substantial effect on you. The Association agrees to give you the right to be consulted as if the provisions of Section 105 of the Housing Act 1985 applied to this tenancy.

5.5 Right to Information

You have a right to information from the Association about the terms of this tenancy, the Association's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities, the Preserved Right to Buy and its principles for fixing rents. The Association agrees to give you the right to information as if the provisions of Sections 104 and 106 of the Housing Act 1985 applied to this tenancy.

5.6 Right to Exchange

5.6.1 You have the right to assign this tenancy to another secure or assured tenant by way of direct or indirect exchange PROVIDED THAT the following conditions are complied with:

5.6.1.1 Every tenant taking part in the exchange is a tenant of the Housing Corporation or Housing for Wales (as the same are defined in Section 2A of the Housing Association's Act 1985) or a registered Housing Association (within the meaning of that expression contained in the Housing Association's Act 1985) a Local Authority or New Town or a Housing Trust (as defined in Section 2 of the Housing Association's Act 1985) which is a charity;

5.6.1.2 Where required under their Tenancy Agreement or by statute every tenant has the written consent of their landlord to the assignment of their tenancy to you or to another tenant satisfying the conditions in sub-clauses 5.6.1.1 and 5.6.1.2.

5.6.1.3 If the tenant to whom you seek to assign this tenancy is not the person from whom you intend to receive a tenancy by way of exchange, that tenant intends to assign their tenancy to another tenant who satisfies the conditions in sub-clauses 5.6.1.1 and 5.6.1.2.

5.6.1.4 The prior written consent of the Association is obtained; and

5.6.1.5 Any reasonable conditions attached to such consent relating to the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the tenancy have been complied with.

5.6.2 The consent of the Association shall not be unreasonably withheld and if withheld other than on one of the grounds contained in Schedule 3 to the Housing Act 1985 shall be treated as given in the same manner and determined as if the matter arose for determination between a secure tenant and their landlord.

5.6.3 The Association may not rely on any of the grounds contained in Schedule 3 to the Housing Act 1985 unless it has, within forty-two days of your application for consent, served on you a notice specifying the ground and giving particulars of it.

5.6.4 Save as provided by Sub-Clause 5.6.1.5 above a consent required by virtue of this Clause shall not be given subject to a condition and a condition imposed otherwise than as so provided shall be disregarded.

5.7 Right of Succession to a member of your Family
You have the rights set out in Clause 4.9.

5.8 Special Succession Right

If you are not a successor as defined in Clause 4.9.6 and if on your death there is no person who has the right to succeed under either Clause 4.9.3 or Clause 4.12, the Association agrees that if a person;

5.8.1. Is a member of your family (as that expression is defined in Section 113 of the Housing Act 1985); and

5.8.2. Lawfully occupied the premises as their only or principal home at the time of your death and lawfully resided with you throughout the period of twelve months ending with your death; and

5.8.3. Makes a claim in writing to the Association within six months of your death or such longer time as the Association shall in its discretion allow;

then the Association will use Ground 7 to determine this tenancy and will enter into a new tenancy of the premises with such person upon the same and conditions as herein save for this Clause 5.8 which shall be omitted therefrom PROVIDED THAT if more than one person makes a claim under this Clause 5.8 the Association in the absence of agreement between such claimants will in its absolute discretion select the person who may pursue the claim.

5.9 Right to Buy

5.9.1 Whilst you are a 'Qualifying Person' (as that expression is defined in Section 171B of the Housing Act 1985) the Association confirms that you have the right to buy the premises on the terms set out in Sections 171A to 171H of the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 or any further regulations made pursuant to Section 171C of the Housing Act 1985 or any statutory modification or re-enactment thereof for the time being in force ("the PRTB Legislation").

5.9.2 By way of further rights the Association hereby agrees that the PRTB legislation shall apply to a spouse who succeeds to this tenancy by virtue of Section 17 Housing Act 1988 (as the same may be amended from time to time) and to a person in whom this tenancy is vested under your Will or your Intestacy in accordance with the provisions of Clause 4.9 and to a person who has been granted this tenancy pursuant to a provision in a Tenancy Agreement identical to Clause 4.9 or Clause 5.8 and such person shall be deemed to be a Qualifying Successor for the purposes of the PRTB legislation.

5.9.3 PROVIDED THAT the functions of the District Valuer referred to in the PRTB Legislation shall be carried out by an independent valuer acting as an expert who shall be appointed by agreement between us or failing agreement on the application of either of us by the President (or if he is unable to act, then the Vice-President, or other duly authorised officer) for the time being of the Royal Institution of Chartered Surveyors and who costs shall be paid in equal shares by both of us.

5.10 Transfer to Windsor & District Housing Association Limited properties.

The following provisions apply if you transfer to a property owned by Windsor & District Housing Association Limited (the "Other Association"):-

5.10.1 The Association shall procure that you are granted a Tenancy Agreement by the Other Association on the same terms as are contained herein (including for the avoidance of doubt but subject to the consent of the Secretary of State for the Environment a contractual right to buy in terms identical to the Preserved Right to Buy which you now have) save only in respect of the Rent Guarantee which will apply to the rent then applicable to the property to which you transfer and not the rent then payable in respect of the premises. In Clauses 5.10.1, 5.10.2 and 5.10.3 the term "you" includes any person to whom a new tenancy is granted pursuant to Clause 4.9, 4.12 or 5.8 above.

- 5.10.2 The Other Association agrees to grant you a Tenancy Agreement as described in Clause 5.10.1.
- 5.10.3 The Association agrees to grant you a Tenancy Agreement as described in Clause 5.10.1 if at any time you subsequently exercise this same right of transfer from a property owned by the Other Association to a property owned by the Association.
- 5.10.4 It is agreed that the rights set out in this Clause 5.10 shall survive and be enforceable notwithstanding the surrender of this Tenancy Agreement when the above transfer takes place.
- 5.10.5 It is agreed that in the event of a new tenancy being granted to another person pursuant to Clause 4.9, 4.12 or 5.8 above, you shall be the trustee on behalf of any such person solely for the purposes of enforcing the rights under this Clause 5.10. In this Clause 5.10.5 only (and not any other part of the Tenancy Agreement) the term “you” shall have the meaning set out opposite “Full Name of Tenant” in the particulars at the commencement of the Tenancy Agreement and shall include the Executor(s) or personal representative(s) of your estate.
- 5.10.6 It is agreed that the Other Association has entered into this Tenancy Agreement solely for the purposes of this Clause 5.10.