



Assured Shorthold Tenancy Agreement

Your reference number:

Your housing officer is: Jane Easter

Your Local Area Housing Office: Sheffield

Customer Services (tenant enquiries): 01484 609189 (option 2 then option 2)

Office Opening times: Monday to Thursday 9am – 5pm, Friday 9am to 4pm

To report a repair: 01484 609189 (option 2 then option 1)

Emergency out of hours repair support: 0330 0584090

You can phone Monday to Thursday from 5pm to 9am, Friday 4pm to 9am.

On Saturday, Sunday and bank holidays, lines are open 24 hours a day.

1.0 Introduction

This tenancy agreement is made between the following: -

Landlord:

Highstone Housing Association Limited (us) of Broadstone Farm, Browns Edge Road, Ingbirchworth, Sheffield, S36 7GR, which is a housing association under charitable rules and is registered with the Homes & Communities Agency (HCA).

And

Name of tenant/tenants:

.....
..... (you)

(Joint tenants have a shared interest in the property for the whole of the period of this agreement. Each individual tenant has full rights and accepts full responsibilities for this agreement).

And relates to the property

Address:

Description of Property:

Tenancy Start Date:

The tenancy is for a fixed term of 12 months and commences on:

The 'Assured Shorthold Tenancy Agreement' is a legal contract between you and Highstone Housing Association – your landlord. It tells you what your rights and responsibilities are as a tenant and what we must do for you.

Amendments to Legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

Tenant Handbook

The Tenant Handbook does not form any part of your tenancy agreement. The Tenant Handbook is designed to tell you more about us and about our policies.

Data Protection

You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform the functions of Highstone Housing Association.

This may include disclosures to certain third parties who are able to show that they are entitled under the law to receive the information. We comply with the Data Protection Act 1998 and General Data Protection Regulations May 2018, when dealing with personal data. This means that your personal data will be processed in accordance with the law.

By signing this agreement, you consent to Highstone Housing Association processing your personal data.

Right of Third Parties

You and we agree that the provisions of contracts (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that none of its terms can be enforced by any other person save for a person to whom it is lawfully assigned or who succeeds to it in accordance with the provisions in Transferring Your Tenancy and Succession and Exchange sections.

2.0 General Conditions

2.1 Number of people allowed to live in the property

The maximum number of people allowed to occupy the property is:

2.2 Rent and Other Charges

You must pay the rent and other charges as listed below each week.

Rent:

Service charge:

Total charge payable:

You are responsible for all your rent and any rent arrears.

If your rent and/or other charges are in arrears, you should arrange to pay a regular amount each week. If you do not pay your rent on time, we may bring civil action in the County Court. We may also be able to repossess your home.

If you fail to keep to the agreed recovery plan, or fail to contact HHA or co-operate with us about not paying your rent and further action is deemed necessary, HHA will issue you with a Notice of Seeking Possession (section 21).

HHA will apply for a Possession Hearing at the local county court. Costs incurred in the pursuance of legal proceedings will be recharged to you.

2.3 Services

The landlord will provide the following services, the cost of which is included in the “service charge” listed above.

Repairs and Maintenance, Building Insurance, Electric Safety & Testing, Fire Alarm Servicing, Door Entry Servicing, TV Ariel fitting & Maintenance, External Lighting Maintenance & Repair, Garden Maintenance, Communal Hallway: decorating, carpeting and cleaning.

2.4 Other Charges

The landlord will provide the following additional services that you will have to pay for:

Adaptation and Home Improvements

(Please be aware that you may **NOT** be able to get Housing Benefit to cover these services).

2.5 Support (only applies if the box is ticked)

This tenancy is granted to support you or a member of your household. Because support is an essential part of this tenancy, you will be in breach of this tenancy agreement if you withdraw from accepting the support. If this happens, the landlord may take steps to end the tenancy and you could be evicted from your home.

2.6 Rent Review

The first rent review will be made on the first Monday in April following the date of this agreement. At that date the rent may be increased by a percentage increase equal to the published increase in the Consumer Price Index plus 1% (or any index which replaces the CPI plus 1%) as at the previous 30 September.

After the first review, the rent may be changed in line with section 13 of the Housing Act 1988. You will be given at least one month’s notice, in writing, of any change. You have a right (under section 14 of the Housing Act 1988) to refer any change to a Rent Assessment Committee for them to assess a fair market rent.

We may also increase your service charge at any time if we give you at least four weeks’ notice in writing. We would not apply an increase more than once a year **unless** there is a change in the services provided. The service charge is what is known as a fixed service charge and is payable as part of your total rent charge.

2.7 Housing Benefit

If you are entitled to Housing Benefit and wish to have any benefit entitlement paid directly to HHA, you would need to give your consent to this on your claim form for housing benefit. We will credit your rent account with benefit entitlement when we receive it.

If more Housing Benefit is credited to your rent account than you are entitled to because you have not informed the Council of a change in your circumstances, we may pay the Council back and claim the money from you as rent arrears.

2.8 Changing this Agreement

Except for changes in the amount charged for rent or service charges, this tenancy agreement and tenancy conditions may be altered, only if both you and we agree in writing.

2.9 Serving of Notices

Any notices to be served on you may – in addition to the methods permitted by law – be served by any one of these methods:

- Handed to you personally, or one of any joint tenants or any other adult resident at your home
- Sending it to the property by mail, whether or not the tenant or anyone else occupies your home
- Attaching it to the property
- Posting it through the letterbox of the property
- Notices can also be served on the tenant or one of joint tenants by sending it by registered post or recorded delivery or leaving it at their last known address.

You may serve written notices on the landlord at the Head Office address, which is:

Highstone Housing Association, Broadstone Farm, Browns Edge Road, Ingbirchworth, Sheffield, S36 7GR.

2.10 Permission

When we talk about getting our permission, we mean asking for permission through your housing officer and you have to do this in writing.

3.0 Our Responsibilities

3.1 Possession and Occupation

From the commencement of this agreement, we agree to give you possession of the property and not to interfere with your right to live in the property, except where:

- We need access to inspect the condition of or carry out repairs to the property or a neighbouring property
- A court has granted us possession by ending the tenancy.

We also have the right to:

- Move you if your home needs to be empty for major works (if we need you to move for this reason, we will provide you with alternative accommodation)
- Gain access to your home to inspect, clean or repair your home or neighbouring dwellings, or any sewers, drains, pipes, wiring or cable serving your home or neighbouring dwellings
- Make good and charge you with the cost of any repair needed due to neglect, negligence or wilful damage by you, your household or your visitors
- Carry out and charge you for repairs we consider necessary for health and safety reasons or in situations of emergency, arising from your use of the property.

3.2 Repairing the Structure and Outside of the Property

We will maintain the structure and outside of the property, including;

- Drains, gutters and outside pipes
- The roof
- Outside walls, doors, window frames (not glass) and exterior paintwork
- Inside walls, floors, ceilings, doors and door frames, skirting boards (not including paint and decoration to the inside of the property)
- Plasterwork
- Chimneys and flues (not including sweeping)
- Pathways, steps and other essential access routes
- Garages and stores that are attached to the property.

3.3 Repairing Installations

We will maintain any installations we have provided for supplying water, gas, electricity and heating, including:

- Baths, basins, sinks, toilets, flushing systems and waste pipes
- Electrical wiring and fittings, gas pipes and waste pipes
- Water heaters, fireplaces, fitted fires and central heating appliances.

We will not carry out work or repairs that are your responsibility. We may carry out repairs that are made necessary by your act or neglect at **your cost**. In addition, we will not be liable if you have installed a defective system or fixtures or fittings without our written permission.

3.4. Repairing Shared Areas

We will take reasonable care to maintain the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas, including their electric lighting, so that they are fit for you and your visitors to use.

3.5 Services

We will provide and maintain any services that we consider to be necessary, for example, caretaking and cleaning services, lifts, laundries and lighting. We will not be liable for any failure in any service that is beyond our reasonable control.

3.6 Insurance

We will keep the property fully insured against loss or damage by fire and other risks covered by a normal buildings insurance policy.

You should arrange suitable householders, comprehensive insurance cover to protect your personal belongings.

3.7 Maintaining & Decorating the Outside of the Property

Maintenance and decorating the outside of the property and any shared areas will be carried out in line with our policy that applies at the time.

4.0 Your Responsibilities

General

You are responsible for complying with the terms of this tenancy agreement. You are also responsible for the behaviour of your household and visitors to your home including children under the age of 18.

You must not knowingly permit, incite, allow, condone or fail to prevent any person doing anything that is in breach of this agreement. You are in breach of this agreement if you or the aforementioned, break any of the terms of this agreement

4.1 Your Rent and Other Charges

You must pay your rent and any other charges on time. You must pay rent every Monday morning for the following week.

You must pay all electricity, gas and telephone charges relating to your home.

4.2 Conditions of Using the Property

- You must use the property as your only and main home throughout the period of your tenancy
- You must occupy your home within 28 days of the start of your tenancy, unless you have our written permission not to do so
- You must tell your housing officer, in writing, if you intend to be away from the property for more than 28 consecutive days
- Visitors are NOT allowed to reside at your property for more than 3 nights a week
- You **must not** create an assured tenancy for any lodger, subletting your property is strictly not allowed

- You must not allow more than the agreed number of persons to reside at the property
- You must not use, or allow anyone else to use, any part of the property for running a business or trade without our written permission
- You must tell us about any changes in your household
- You agree to us entering the property where we have reasonable cause to believe you have abandoned it and are not going to return (we will make reasonable enquiries and endeavour to make certain the property has been abandoned before exercising such right)
- You must not keep or use paraffin, bottled gas (except bottled oxygen required on medical grounds), petrol, oil, diesel or any other dangerous or explosive material in your property or surrounding areas
- You must not keep any bike/vehicle or other machinery driven by an internal combustion engine, inside your property.

4.3 Access to the Property

- You must allow our employees or contractors access to your property at reasonable notice; access may be required for but not limited to:
 - Carrying out repairs or other work or safety inspections, to yours or neighbouring property.
 - Inspecting the condition of the property.
 - Allowing future tenants to view the property during the final four weeks of your tenancy agreement
 - Installing, inspecting, repairing or replacing any pipes, wires or other fittings
- You must allow access to representatives of water, gas and electricity suppliers to carry out maintenance as and when required; we will give you at least 24 hours advance notice, if possible and all HHA employees or its engineers and contractors will carry formal identification at all times
- In cases of emergency such as gas, water or other leaks, or where buildings or electrics are unsafe, you must allow us access without notice, whether you are in or not
- You must co-operate with our staff and representatives and not obstruct or abuse them in the course of their duties
- If you do not allow us into your property, you could put yourself and others at risk; in which case we may take legal action to enter the property and you may have to pay court costs.

You must never allow anyone into your property without first seeing some official identification. If in doubt, please contact your housing officer.

4.4 Parking and Vehicles

- You (or anyone living with you or visiting the property) may only park a currently taxed, insured and fit for purpose private motor vehicle or motorcycle on our

property; you must use the parking spaces provided and not park on grassed areas, verges, gardens or footpaths

- You must not leave any vehicle, trailer or anything similar in a dangerous place or block access for emergency vehicles or other users
- You may not park any motorhome, caravan, goods vehicle, boat, trailer or mobile home on the property
- You must not carry out car repairs, which cause a nuisance to others or park unroadworthy or illegal vehicles in or around the property; you must restrict any vehicle maintenance to minor repairs to your own vehicle
- You must not use (or allow to be used) the property or its surroundings for the storage of rubbish, scrap metal, tyres or any other waste product.

4.5 Gardens and Shared Areas

- If you have a garden, you must keep it tidy and free from weeds, rubbish and animal waste
- Shared gardens may be used for normal recreational purposes but not in any manner likely to cause inconvenience to others
- You must not plant any shrub, tree or hedge which is likely to grow to a height exceeding 2 metres or that are likely to affect the foundations, drainage or services of the property
- You must not erect any structure (e.g. sheds, garages, conservatories, etc.) or install any satellite dishes, aerials or other receiving or transmitting device without written consent
- You must remove any structure at the end of your tenancy
- You must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of obstruction
- You must only put household rubbish in the containers provided and not allow rubbish to build up within your property or in shared areas.

4.6 Repairs

- You must promptly report any fault or damage to the property
- If we are responsible for the problem you report, we will carry out repairs; if you are responsible, we will allow you reasonable time to complete repairs but reserve the right to complete them ourselves at your cost
- You, or persons visiting you, must not tamper with gas, electricity or any other meters at the property or in shared areas
- You must keep the property in clean and good decorative order
- You must not alter, extend or improve the property without written consent
- We will not be held responsible for any loss or damage to or from the property however caused, unless it can be shown that we have been negligent.

4.7 Appearance of the Property

- You must not apply any material to walls, ceilings or other surfaces which is difficult to remove (e.g. textured wall finishes) or is highly flammable (e.g. Polystyrene tiles)
- You will be responsible for repairs and replacements to your home, which you need to carry out because of damage caused by you, your household or visitors to your home; you must do the repairs and replacements to our satisfaction and within a reasonable time (if you do not do the work or if your repairs do not meet our standards, we may carry out the work and charge you and you must pay the charge in full within 28 days of receiving the bill, unless we have agreed with you a different way of paying the charge)
- You must keep shared areas (including communal halls, staircases, landings, lifts, balconies, passageways and surrounding areas of any apartments) in a tidy condition and not block them
- You must not attach any notice, advert or other banner to the windows or exterior of the property
- You must not hang laundry or other objects from the windows or place items in shared areas of the property
- You must keep all windows clean.

4.8 Domestic Appliances

You must ensure that any plumbed-in appliances are installed by competent persons. You will be liable for any damage caused by leaking, faulty or improperly installed appliances and for the cost of clearing any mess or unblocking drains.

4.9 Furnished Accommodation

Where your home is furnished by us, then you or any other person living in or at your home must:

- Not sell, rent or give away any of our furniture; if you do, we may ask the Court for permission to evict you (we will charge you any court work undertaken and will ask the court to order you to pay us compensation for the furniture)
- Not deliberately damage or vandalise our furniture
- Not move any of the furniture out of the home without our written permission
- Leave our furniture in a good state when you move out of your home; we will inspect the furniture and you may be charged for any broken items
- Be responsible for repairing any damage to our furniture, which you or any person living at your home causes.

4.10 No Smoking Policy

We operate a strict NO SMOKING POLICY in all Highstone Housing accommodation except in specially designated areas, which will be clearly signed. This means that you cannot smoke in your home. Smoking causes irreparable damage. You will be asked to pay

for any damage caused by smoking including, re-decorating and replacing fixtures and fittings. If there is a designated smoking area in your scheme you will be shown where this is by your housing officer or support staff, who will also draw your attention to safe cigarette disposal units. You MUST NOT smoke anywhere else.

4.11 Keeping Pets

You have a duty of care to keep any animal kept in or at your home in accordance with the Animal Welfare Act 2006.

You must obtain our written permission to keep any animal, bird, fish, insect or reptile in your home BEFORE the pet can access the premises. Full terms and conditions are detailed in our Pets Procedure Policy.

You must not keep in or at your home:

- Dogs or cats in flats or premises with shared entrances
- Any animal, which is classed as wild or dangerous in law or by virtue of a conviction
- Any livestock which includes, but is not limited to cattle, pigs, poultry, donkeys, ponies, horses, sheep and goats
- Pigeons
- Any snakes
- We reserve the right to ask you to remove any animal we consider is unsuitable to be kept at your home.

4.12 Ending Your Tenancy

During the fixed term of the assured shorthold tenancy, you are entitled to keep your tenancy as long as you wish to live in the property as your main home. Only under the following two circumstances can we end your tenancy by getting a court order to repossess the property:

- On one of the grounds (reasons) listed in Schedule 2 of the Housing Act 1988 (there is a list of the ground in Appendix 1 to this agreement and if the grounds change we will be entitled to use them and we won't have to use those set out in Appendix 1)
- We have given you a two months' notice to repossess the property in line with section 21 of the Housing Act 1988 (this notice must not end before the end of the fixed term of the tenancy).

At the end of the tenancy you must:

- Give four weeks written notice of your intention to leave the property
- Vacate the property at the end of the notice period, otherwise we will charge rent weekly until you return the keys or, if we think you have left your home, until we repossess it
- Give up the Property with vacant possession
- Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear

excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement

- Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut should not all keys are returned to the Landlord
- Be present during any inspection of the Property upon check out, to be carried out by or on behalf of the Landlord
- Not leave any of your belongings behind. If you do, they become our property and we will dispose of them and charge you for this.

If you stop using the property as your main residence, we may take action to repossess the property.

Regardless of the reason for the tenancy ending, you are responsible for paying rent (including arrears) and bills, such as council tax, gas, electricity and telephone bills for the duration of the notice period. The notice period is normally 4-8 weeks. The tenant will receive confirmation of the agreed notice period end date in writing.

5.0 Nuisance and Antisocial Behaviour

5.1 What is anti-social behaviour (ASB)?

Anti-social behaviour is a general term used to describe a whole range of things that people do to upset other people. According to the Crime and Disorder Act 1998, anti-social behaviour is behaviour which causes or is likely to cause harassment, alarm or distress to one or more people who are not in the same household as the perpetrator.

We will not tolerate anti-social behaviour. We will work in partnership with the Council and Police where necessary.

You are responsible for the behaviour of all persons or animals living at or visiting your property and should ensure that your conduct and theirs does not detrimentally affect others.

Examples of anti-social behaviour include:

- Hate crimes
- Actual or threatened violence
- Domestic abuse
- Sexual abuse
- Foul language
- Criminal damage
- Graffiti
- Loud music
- Arguing and door slamming
- Offensive drunken behaviour
- Vandalism
- Dealing drugs
- Smoking in areas designated as "no smoking", such as your home.

This list is not exhaustive.

Use of violent, abusive or threatening behaviour or language to any employee, representative or agent of Highstone Housing Association. Full details can be found in our Anti-social behaviour policy.

5.2 Harassment

You (or anyone living with you or visiting the property) must not incite or condone anything on the property or in its locality, which could harass or intimidate anybody because of their race, colour, nationality, ethnic or national origins, religion, sexuality, disability, mental or physical impairment or other reasons. We will hold you responsible for anything done by anybody in your household.

Examples of harassment include:

- Abusive or insulting behaviour or words
- Using or threatening violence
- Stalking
- Damaging or threatening to damage property
- Using insulting words or behaviour
- Doing anything that interferes with the peace and comfort of others
- Displaying signs or notices that display anything which is obscene, indecent or pornographic.

This list is not exhaustive.

5.3 Illegal Activity

You must not use (or allow to be used) the property or its surrounding areas for any criminal or illegal activity.

Examples of illegal activity include:

- Storing, selling or using illegal drugs
- Growing or producing illegal drugs
- Receiving, storing or handling stolen goods
- Using the property for immoral purposes
- Possessing illegal firearms or other weapons.

This list is not exhaustive.

5.4 Our Community Responsibility

Everyone has the right to enjoy life in their own way, as long as they do not negatively impact those around them. A good neighbour will understand people's differing lifestyles and not cause upset or distress to others.

Under the Antisocial Behaviour Act 2003, we have a duty to publish a statement of how we will deal with antisocial behaviour. There may be times when it is necessary to take action against tenants (or others living with or visiting them). Examples of action we have the right to take are:

- Applying for and obtaining a court injunction
- Applying to demote the tenancy to a less secure one
- Using “acceptable behaviour contracts”
- Working alongside police or the local authority to secure an antisocial behaviour order
- In extreme cases, evicting a tenant from their property.

Please note: if you are evicted on the grounds of antisocial behaviour, it may affect your chances of being rehoused elsewhere.

6.0 Your Rights

6.1 The Right to Live in the Property

Provided you adhere to the conditions of this agreement, you have the right to live in the property without interference from us for the duration of your tenancy.

6.2 The Right to be Consulted

We will consult you on matters affecting your home and your tenancy before we make changes which are likely to have a major impact on you. These would include:

- The services we provide
- The way we manage and maintain the property
- Our policies or practises.

You may wish to start or join a local tenants’ association or other group. Your housing officer may have details of such groups in your area.

6.3 The Right to Receive Information

You are entitled to receive information from us about:

- The conditions of your tenancy
- Our responsibilities to maintain and repair the property
- Our policies and procedures.

You may request to look at any information we hold about you, this is known as a subject access request. We will respond within one month of a request being made. In most cases we will not charge for complying with the request; however we may charge where requests are manifestly unfounded or excessive. If we refuse a request to access data we will always tell

the individual why and that they have the right to complain to the Information Commissioners Office.

You will not be able to view any information that has been given to us in confidence.

6.4 The Right to Exchange Your Tenancy

You may be able to exchange this tenancy with another housing association or council tenant as long as both landlords agree in writing.

We will not give permission to exchange your tenancy if:

- You owe us rent
- You have broken one or more conditions of this agreement
- A Possession order has been granted or is being sought against you
- The aims of our association would be broken if the new tenant moves in
- The accommodation has shared living areas
- You live in sheltered accommodation (unless both parties live in similar accommodation, in which case, permission **may** be given.

6.5 The Right to Succession

Your spouse or civil partner can take over the tenancy if you die, provided they live at the property, as their main home, when you die, and they meet the letting criteria of the property.

Other family members may take over the tenancy provided they have lived at the address for 12 months (continuously) prior to your death.

Your carer may (at our discretion) be allowed to take over the tenancy if they have provided care or lived at the address for at least 12 months prior to your death.

Application to succeed the tenancy must be made in writing within one month of the tenant's death.

Where more than one applicant has entitlement to succeed, we will assess the individual applications and award succession on merit.

The family of a tenant living in shared accommodation cannot succeed the tenancy.

Succession rights are only available if the tenancy has not already been passed on once by transfer or succession.

6.6 The Right to Transfer the Tenancy

You may be entitled to transfer the tenancy to someone else. A transfer can only be granted:

- If the tenancy has not been previously passed by transfer or succession
- By a court order following a relationship breakdown

- By an exchange; or
- To a person who could have succeeded to the tenancy if you died.

You must ask our permission to transfer and must not transfer until you have our written consent.

7.0 Complaints

If you feel that we have broken this agreement or have not fulfilled any of our responsibilities, you should first contact your housing officer.

If we fail to deal with the complaint or continue to break the agreement, you can obtain advice from a Citizens Advice Bureau, a law centre or a solicitor.

You can also complain to the Housing Ombudsman Service, although you should first try to resolve your complaint through our complaint's procedure.

We are regulated by the Regulator of Social Housing (part of Homes England), and subject to their guidance on housing management and performance standards.

Our employees will treat you with respect at all times and act reasonably and fairly in accordance with our Equality and Diversity policy. You should treat us in the same manner.

8.0 Declaration

I agree to accept this tenancy and the conditions set out in this agreement

I understand that I am responsible if I, or any member of my household, or any visitor to my house breaks these conditions.

I understand that this tenancy has been offered on the basis of information I have provided on my housing application form. I understand that if I have knowingly or recklessly given inaccurate, incomplete or false information, you can take legal action to recover the tenancy.

I give permission for the police, the local authority and any organisation responsible for managing Housing Benefit to give you any personal information relating to me that you require to manage this tenancy.

Signed on behalf of Highstone Housing Association Ltd.

Signature.....

Print Name.....

Your signature (s) (Joint tenants must all sign)

Signature (s).....

Print name (s).....

Signature (s).....

Print name (s).....

Date.....

Appendix 1

Grounds for Possession

These grounds for possession are taken directly from schedule 2 of the Housing Act 1988.

In grounds 6, 7 and 8 inclusive, if the ground is proven by the Association the court must grant a possession order – i.e. it has no discretion.

In grounds 7 – 17 inclusive, the court has discretion as to whether it should grant a possession order – it will take a view as to whether it is reasonable, in all circumstances, to grant such an order.

To Note:

- ◆ Our decision about application for possession will depend upon prevailing policy at that time. Should you receive a notice seeking possession, you must contact us immediately to discuss the situation.
- ◆ The grounds listed below are some of the grounds contained within Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. The list below contains only those grounds which, we may at some point seek to use and which are relevant to us.

Grounds on which the Court MUST Order Possession

(Ground 6) The landlord intends to demolish or reconstruct the whole dwelling or a substantial part of the premises.

(Ground 7) The weekly tenancy has devolved to the tenant through the will or intestacy of the former tenant and the landlord begins possession proceedings within twelve months of the former tenant's death.

(Ground 8) On the date of the notice of seeking possession and at the date of the possession hearing there is at least eight weeks' unpaid rent.

On or after the expiry of a fixed term, we do not need to rely upon any of the previously mentioned grounds, and a court order for possession can be obtained by service of two months' notice as stated in 4.9 of this agreement.

Grounds on which the Court MAY Order Possession

(Ground 9) Suitable alternative accommodation is available for the Tenant or will be available for her/him when the order for possession takes effect.

(Ground 10) There were rent arrears at the date when possession proceedings began and at the time of service of the notice seeking possession.

- (Ground 11) Whether or not there are any rent 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 premises or common parts has deteriorated and it is the tenant's or another person in the household's fault; and if the damage or neglect is caused by a lodger, the tenant has not taken reasonable steps to remove the lodger.
- (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, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and –
- (a) one or both of the partners is a tenant of the dwelling house
 - (b) the landlord who is seeking possession is a 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 is residing with that partner immediately before the partner left, and
 - (d) the Court is satisfied that the partner who has left it unlikely to return.
- (Ground 15) The condition of any furniture provided has deteriorated through ill treatment by the tenant or other person living in the Premises and if the ill treatment is by a lodger, the Tenant has not taken reasonable steps to remove the lodger.
- (Ground 16) The Premises were let to an employee of the Association and the Tenant has ceased to be employed by the Association.

(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.

How to Contact Us

Phone Us

- ◆ Your Housing Officer – Jane Easter – 07464 971884
- ◆ Customer Services (Tenant Enquiries)– 01484 609189
- ◆ To Report A Repair – 01484 609189
- ◆ Out Of Hours Emergency Repair Number – 0330 0584090

Please be aware that we may record and monitor phone calls for training purposes and to make sure we are providing the best possible service.

E-Mail Us

enquiries@highstoneha.co.uk

Write To Us

Highstone Housing Association

Broadstone Farm

Browns Edge Road

Ingbirchworth

Sheffield

S36 7GR

Registered with Homes & Communities Agency No: 4776

Highstone Housing Association

