

## Assured Tenancy Agreement

এসুর্ড টেন্যান্সি এগ্রিমেন্ট (এসুর্ড বাড়ি ভাড়া চুক্তিপত্র) - এই চুক্তিপত্র বাংলা ভাষায় পাবেন

Güvenceli kiracılık sözleşmesi – Bu sözleşmeyi Türkçe olarak edinebilirsiniz.

عقد الإيجار المضمون – بإمكانك الحصول على هذا العقد باللغة العربية

Contrato de arrendamento seguro – Pode receber este contrato em português.

Contrat de location du type – Vous pouvez consulter ce contrat en français.

**Assured tenancy agreement – You can get this agreement in large print**

**This document is a legal contract between you and us. It is an assured tenancy agreement which is a form of tenancy under the Housing Act 1988 that can only be brought to an end by the landlord with a court order for possession. It explains the services you can expect from us, and the conditions you must keep to. Please read this agreement carefully before signing it, and ask us to explain anything you do not understand. You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.**

**This is an assured tenancy agreement between**

<b>Name and address of landlord</b>	The Governors of the Peabody Trust (referred to as 'we, us or the Trust' in this agreement) of 45 Westminster Bridge Road, London, SE1 7JB, which is registered with the Housing Corporation under Section 3 of the Housing Act 1996.
	<b>And</b>
<b>Name of tenant/s</b>	<p>.....</p> <p>.....</p> <p>.....</p> <p>(referred to as 'you' in this agreement). If you are joint tenants, your names should be listed above. You are each agreeing to take full responsibility for this tenancy and you each have all the rights and responsibilities set out in this tenancy agreement.</p>
<b>The address of the property</b>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(referred to as 'the property' in this agreement)</p>
<b>Details of the property</b>	<p>The property is (tick which applies):  a flat <input type="checkbox"/> or a maisonette <input type="checkbox"/> on the                      floor.  a house <input type="checkbox"/>.</p> <p>It has                      bedrooms and                      bedspaces and it is intended for                      people.</p> <p>The property has (tick which applies):  no garden <input type="checkbox"/>  its own garden <input type="checkbox"/>  shared use of a garden <input type="checkbox"/>  part of a garden <input type="checkbox"/> (state which part)</p>
<b>Tenancy start date</b>	Your tenancy starts on    /    /    . It will run for one week to begin with and then continue on a weekly basis after that. The terms of your assured tenancy are set out in this tenancy agreement.
<b>Rent and charges from your previous tenancy</b>	If you still owe us rent or any other charges for your previous property or properties you agree that you owe £                      . You agree to pay off the arrears weekly at a rate of £                      every                      , in addition to the total weekly payments for your new property. If you do not keep to this repayment agreement, you will be breaking your tenancy agreement and we will be entitled to seek possession of your new property.

<b>Payments for your property</b>	The total weekly payment due for the property at the start of your tenancy is made up as follows:		
	Rent		£
	Service charge eligible for Housing Benefit		£
	Service charge not eligible for Housing Benefit		£
	Total weekly payment		£
The total payment is payable weekly, in advance, every Monday.			
<b>Household members</b>			
<b>Family name</b>	<b>Other name</b>	<b>Date of birth</b>	<b>Relationship to tenant</b>
			(Photo of Tenant 1)
			(Photo of Tenant 2)
			Tenant 1
			Tenant 2
The information I/we gave in my/our housing application was and is still true. I have read, understood and agree to the conditions of this agreement.			
<b>Signed by the tenant/s</b>	..... ..... .....		
<b>Date</b>			
<b>Signed on behalf of the Trust</b>			
<b>Date</b>			
<b>Name (Printed)</b>			

Consultation Draft

<b>1.</b>	<b>General terms</b>	
<b>Both sides agree:</b>		
<b>Previous tenancy</b>	1.1	If you were living in another of our properties immediately before signing this agreement, we both agree that your tenancy of the other property has now ended (been 'surrendered'). You must now hand over your former home. This means you must return the keys for your former home by 12 noon on the Monday following the Sunday on which the tenancy ends. There must be no-one living there and no sub-tenancies must still be running at the date of this agreement otherwise we will assume your former tenancy has not ended and we will carry on charging you rent each week. Nothing in this agreement prevents you or us from taking action to enforce any rights under the previous tenancy.
<b>Rent</b>	1.2(a)	We may increase your rent on or about the first Monday in April following the start of this tenancy or following variation of the terms and conditions of your existing tenancy. We will set your new rent using our most recent rent setting policy.
	1.2(b)	All other rent increases will be in line with the Housing Act 1988 (Section 13) which allows us to increase the rent by serving you with a notice in the prescribed form giving at least one month's notice of the increase and giving you the date when the increase will take effect. You must pay the new rent stated on the notice unless you exercise your right to ask the Rent Assessment Committee to decide the rent. The Rent Assessment Committee is an independent panel of people who decide rent levels. If you ask the Rent Assessment Committee to decide your rent then you must pay the amount they decide.
<b>Service charges</b>	1.3(a)	We will provide services to you as set out in the attached Schedule 1. We may vary the services we provide to you from time to time. We will only vary the services we provide to you after giving you notice of the proposed change and the opportunity to comment. Having considered your comments, we will give you 4 weeks written notice before we vary the services we provide. Varying services could include discontinuing some services or providing additional ones.
	1.3(b)	You will pay a weekly service charge which is included in your total weekly payment.
	1.3(c)	We will review your service charge from time to time on the basis of our actual costs of providing the services and any anticipated increases or reductions in our costs. We may also vary the amount of the service charge between reviews if there are special circumstances which justify the change. We will give you at least four weeks written notice before the service charge is altered.
<b>Notices</b>	1.4(a)	All letters and notices sent by us to you will be properly served if they are given to you in person, hand delivered or posted to your last known address.
	1.4(b)	If you need to serve a legal notice on us as set out in Section 48 of the Landlord and Tenant Act 1987, you should send it to the Trust's offices at 45 Westminster Bridge Road, London, SE1 7JB.
<b>Altering the agreement</b>	1.5	With the exception of changes to your rent and other charges, this agreement can only be changed if: <ul style="list-style-type: none"> <li>▪ you and we have agreed in writing to make the change; or</li> <li>▪ the law has changed and it allows us to change this agreement.</li> </ul>

<b>2.</b>	<b>Our responsibilities</b>	
<b>We agree:</b>		
<b>Possession</b>	2.1	We will give you possession of the property from the start of the tenancy.
<b>Your right to occupy</b>	2.2	<p>We will not interrupt or interfere with your right to live peacefully at the property, except when:</p> <ul style="list-style-type: none"> <li>▪ we need access to check the condition of the property, or to carry out repairs or other works to the property, or to a neighbouring property;</li> <li>▪ we need access to check your gas installations to meet our legal obligations as your landlord;</li> <li>▪ the court has given us possession by ending your tenancy; or</li> <li>▪ you have surrendered the tenancy.</li> </ul>
<b>Repairs to the property and installations</b>	2.3(a)	We will keep in repair, the structure and exterior of the property including drains, gutters and external pipes.
	2.3(b)	We will keep in repair and working order any installations we have provided for space heating and water heating.
	2.3(c)	We will keep in repair and working order any installations we have provided for the supply of water, gas and electricity and sanitation including basins, sinks, baths and toilets.
	2.3(d)	We are not responsible for repairing these items if they need repair due to damage or neglect caused by you, someone in your household or a visitor to your home. If that applies, depending on the repair that needs to be made, we may either allow you to get the item repaired yourself within a reasonable specified time, or we may enter the property to make the repair and charge the reasonable costs to you.
<b>Repairs for shared areas</b>	2.4(a)	We will take reasonable care to keep the areas and facilities you share with your neighbours (such as common entrance halls, stairways, lifts, entryphones, passageways, rubbish chutes and any other common parts, including lighting) in reasonable repair.
	2.4(b)	We are responsible for all fire safety precautions in shared areas.
	2.4(c)	If a repair is needed because of neglect or damage caused by you, members of your household or your visitors, we may make the repair and charge the reasonable costs to you. We expect you to co-operate with us and your neighbours to keep shared areas clean, tidy and free from obstruction.
<b>Timescales for repairs</b>	2.5	We will do our best to carry out repairs which are our responsibility within the times set out in your Residents' Handbook.
<b>Access</b>	2.6(a)	We will give you at least 24 hours notice if we need to get into your home to inspect it or to carry out work to your home or a neighbouring property. In cases of emergency we do not need to give you this notice. More information about emergency repairs and maintenance is in the Residents' Handbook.
	2.6(b)	If the Trust has to force entry to carry out an emergency repair or inspection we will make your home secure immediately and make arrangements to repair any damage caused by entering your home in such a way.
<b>External decorations</b>	2.7	We will keep the outside of the property and any areas you share with your neighbours in a reasonable state of decoration. We will redecorate in line with our planned maintenance programme.
<b>Residents' Charter</b>	2.8	We will provide you with information about our housing management policies and we will meet current requirements of the Housing Corporation or any other body which replaces it.

<b>Data protection</b>	2.9	We are a data controller for the purposes of the Data Protection Act 1998 and we will comply with the Data Protection Act 1998 when we process your personal information. See Form of Consent at the back of this agreement for more information.
------------------------	-----	---

<b>3.</b>	<b>Your responsibilities</b>	
<b>You agree:</b>		
<b>Possession</b>	3.1(a)	You will take over the property from the start of the tenancy and occupy it as your home.
<b>Time spent away from the property</b>	3.2(a)	If you are going to be away from the property for more than a month, you will let us know in writing as soon as possible. You will set out when you expect to return and the reason you are away. You will give us a contact address and phone number. If you do not write to us, we may act as if you have given up your property. Your tenancy may cease to be assured under Section 1 of the Housing Act 1988.
	3.2(b)	You will continue to pay your weekly payment while you are away.
<b>Weekly payment</b>	3.3(a)	You must pay the first week's payment when you sign this tenancy agreement.
	3.3(b)	You must pay the total weekly payment for your property every week in advance on a Monday. If we let you pay at a different frequency, for example, monthly, you must pay on the agreed dates in advance.
	3.3(c)	If you are a joint tenant you are jointly and separately responsible for paying the total weekly payment. This means that we can ask either of you to pay the full amount due and any arrears.
	3.3(d)	You are also responsible for all previous debts owed to us, such as rent due for a previous property or properties.
	3.3(e)	If you do not pay your total weekly payment we may apply to court and ask for you to be evicted from the property. We will charge you for the cost of taking you to court and we can recover the cost from you.
	3.3(f)	We may deduct any money you owe us from any money we owe you.
<b>Use of property</b>	3.4(a)	You will only use the property as your only or main home. You will not run a business from the property without getting our written permission first. This includes but is not limited to being paid to repair vehicles at or from the property. We will be reasonable in deciding whether to give or deny you permission to run a business from the property.
	3.4(b)	You will not put any business or trade signs on or around the property.
<b>Anti-social behaviour</b>	3.5(a)	You will not cause a nuisance or annoyance, or do anything that is likely to cause a nuisance or annoyance, or behave in a violent or threatening way towards your neighbours, other tenants, our staff, agents or contractors, or anyone lawfully in the area near the property. You will not allow members of your household or your visitors to do so either.
	3.5(b)	You will not use the property for any criminal, immoral or illegal purpose including selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution. You will not allow members of your household or your visitors to do so either.
<b>Harassment</b>	3.6	You will not harass or intimidate in any way other tenants, members of your household, your visitors, our staff, agents or contractors, or anyone lawfully in the area near the property, because of their race, colour, national origin, ethnic origin, religion, gender, sexual orientation, disability, age or for any other reason. You will not allow members of your household or your visitors to do so either. Harassment can include (but is not limited to) offensive words both written or verbal, as well as acts or threats of violence.

<b>Noise</b>	3.7	You will not make, or allow anyone else to make, excessive noise or cause excessive vibrations at the property. This includes (but is not limited to) playing radios, televisions, any form of recorded music or musical instruments, as well as using power tools and other electrical or similar equipment, in a way that causes nuisance or annoyance to other people, or that can be heard outside the property.
<b>Pets</b>	3.8(a)	You must not keep a dog or dogs at your property unless: <ul style="list-style-type: none"> <li>▪ you have a separate entrance and a private garden; or</li> <li>▪ you need a guide or hearing or disability assistance dog.</li> </ul>
	3.8(b)	You may keep small pets including (but not limited to) cats, small caged animals and birds or fish at the property.
	3.8(c)	You will not allow any pet you keep at the property or any animals which visit the property, to cause a nuisance, damage or harm to other people or property. This includes fouling in communal areas.
	3.8(d)	You will not keep: <ul style="list-style-type: none"> <li>▪ any animals for commercial breeding purposes;</li> <li>▪ any livestock; or</li> <li>▪ any unsuitable or dangerous animals.</li> </ul>
<b>Internal decoration and repair</b>	3.9(a)	You will keep the inside of the property clean and in good condition including disposing of all rubbish in a safe and proper manner. You will decorate as often as necessary to keep it in good order. You will ensure that your property does not pose a health and safety risk to other people or property.
	3.9(b)	You will be responsible for minor and routine repair and renewal such as (but not limited to): <ul style="list-style-type: none"> <li>▪ fuses;</li> <li>▪ plugs for sinks and wash basins;</li> <li>▪ door chains, numbers and letter boxes</li> <li>▪ minor cracks to plaster;</li> <li>▪ replacement keys and key fobs. Where any communal entrance has locks which require specialist key fobs, we will replace the key fob and may recharge you for the cost of it;</li> <li>▪ lock changes where the keys or key fobs have been lost by you or a member of your household; and</li> <li>▪ glass in windows or door which is broken by you, someone in your household or a visitor.</li> </ul>
	3.9(c)	You are responsible for plumbing in your own appliances and any extra pipework including washing machines and tumble dryers.
<b>Damage</b>	3.10(a)	If you or anyone in your household or a visitor causes damage to the property, our fixtures and fittings, a shared area or another Trust property, you will make good the damage, unless it is fair wear and tear. This includes both accidental and deliberate damage.
	3.10(b)	If we have to repair something damaged by you, someone in your household or a visitor, because you fail to, you agree to repay our reasonable costs. This includes damage caused during your tenancy or immediately after it has ended. This includes (but is not limited to) clearing any blocked drains or waste pipes that have become blocked because of misuse by you, a member of your household or your visitors. It also includes the cost of special cleaning that is needed because you have allowed the property to become unreasonably dirty or infested.
<b>Reporting repairs</b>	3.11	You will tell us promptly about any repair that is our responsibility, that is needed to the outside or inside of the property, to any area you share with your neighbours, or any indoor installation.

<b>Access</b>	3.12(a)	You must allow access for our staff, agents, contractors or statutory undertakers to carry out repairs, other works and annual servicing, for example, gas safety checks. We will give you at least 24 hours notice unless it is an emergency.
	3.12(b)	If you do not give us access we will either: <ul style="list-style-type: none"> <li>▪ take legal action to enforce the right to enter your property. We will ask the court for an order for the cost of the legal action to be paid by you; or</li> <li>▪ in an emergency, for example, where someone's safety is at risk, force entry to the property to carry out the repair. 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 the cost of doing so.</li> </ul>
	3.12(c)	If we incur costs when calling on a pre-arranged visit because access is refused or you are not in, we may charge you with the cost.
<b>Exception to repair liabilities</b>	3.13	Except for fair wear and tear, we shall not be liable for carrying out works or repairs which need to be done because you have failed to keep the terms of this tenancy.
<b>Moving out temporarily</b>	3.14(a)	If, for any reason, we need to carry out repairs or other works to the property, the building it is in or the estate it is on and we cannot reasonably do that while you are living there, you will need to move out temporarily. If this happens we will: <ul style="list-style-type: none"> <li>▪ provide you with alternative temporary accommodation while we do the work; and</li> <li>▪ tell you when the works are completed.</li> </ul>
	3.14(b)	You must leave your temporary accommodation and move back to your permanent property once works are completed.
<b>Gardens</b>	3.15(a)	You will keep any garden, patio or balcony which comes with the property and that you have sole use of in reasonable order. You will keep it tidy so that it does not cause a danger or a health risk to anyone or obstruct a public right of way.
	3.15(b)	You will not plant any trees or shrubs in any communal or shared areas. If you property has its own garden, you will not plant any trees or shrubs within 4 metres of a building and 1 metre of a standalone wall unless it is in a tub or planter.
<b>Shared areas and fire safety</b>	3.16(a)	You will keep all shared areas, such as entrances, stairways, corridors and communal gardens clean and free from hazard and obstruction. You will not leave any personal belongings including motor scooters, push bikes, pushchairs, prams or rubbish in these areas. You will ensure your personal belongings do not pose a health and safety risk to other people or property. You will dispose of any personal belongings in a safe and prompt manner. You will not allow any pets to foul in these areas. If we have to remove anything in these areas we may charge you the cost of this. We may also charge you the cost of storing any of these items.
	3.16(b)	You, members of your household and your visitors will not interfere with any fire precautions in shared areas.
<b>Drains and waste pipes</b>	3.17	You will make sure that your drains and waste pipes do not become blocked because they have been misused by you, a member of your household or a visitor.
<b>Combustible goods</b>	3.18	You will not keep any combustible goods or materials in your property except for normal household items which must be stored in a safe place.
<b>Changes to residents</b>	3.19	You will tell us in writing of any changes in the people living with you in your property. This includes lodgers and sub-tenants.
<b>Assignment</b>	3.20	You will not pass on your tenancy to anyone else except: <ul style="list-style-type: none"> <li>▪ where a court order is made as part of matrimonial proceedings;</li> <li>▪ where we give you our written permission to use your right to exchange your property; or</li> </ul>

		<ul style="list-style-type: none"> <li>▪ where we give our written permission for you to assign your tenancy to a person who would succeed to your tenancy on your death.</li> </ul>
<b>Lodgers and sub-letting</b>	3.21(a)	You must get our written permission to take in a lodger or sub-tenant. We will not withhold our permission unreasonably.
	3.21(b)	You will not take in a lodger or sub-let any part of the property without first telling us the name, age and sex of the intended lodger or sub-tenant, the part of your property they would occupy.
	3.21(c)	You will not sub-let the whole of your property and you will not grant an assured sub-tenancy to any part of the property.
<b>Parking</b>	3.22	<p>You, members of your household and your visitors will:</p> <ul style="list-style-type: none"> <li>▪ only park in areas intended for that purpose;</li> <li>▪ comply with any parking schemes in place on the estate;</li> <li>▪ not block roads or vehicle access; and</li> <li>▪ not carry out vehicle repairs for reward or that cause a nuisance.</li> </ul>
<b>Ending your tenancy</b>	3.23(a)	You will give us at least four weeks notice in writing when you want to end your tenancy.
	3.23(b)	Your notice must end on a Sunday.
	3.23(c)	You must pay your total weekly payment up to the date your tenancy ends.
	3.23(d)	You must allow us access to inspect your property during your notice period.
	3.23(e)	You must give us a forwarding address before you leave the property.
<b>Moving out</b>	3.24(a)	At the end of the tenancy you will give us vacant possession and return the keys by 12 noon on the Monday following the Sunday on which the tenancy ends. You will remove all your furniture, belongings and rubbish, making sure the property and our fixtures and fittings are left in good condition and repair, ready for re-letting.
	3.24(b)	If you do not return all the keys to the property at the end of the tenancy, we will immediately arrange for the locks to be changed. We will charge you the reasonable costs of changing the lock and, if we cannot let the property because it is not in a lettable condition, we will also charge you a further total weekly payment.
	3.24(c)	You will pay us back any reasonable costs we incur cleaning or removing rubbish from the property at the end of the tenancy, or any other reasonable costs we incur because you do not give us back the property.
	3.24(d)	If we have to carry out repairs at the end of the tenancy that were your responsibility, we will make a reasonable charge to cover the costs.
	3.24(e)	We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you leave any belongings in the property we may dispose of them after taking reasonable steps to tell you if you can be contacted. We are entitled to sell anything you leave behind. If you owe us any money we can set the proceeds of any sale against your debt. Otherwise you will be entitled to the proceeds of the sale less our costs of storing and selling the goods. If you do not collect the proceeds within six weeks of us writing to your last known address to tell you, we may use the proceeds for our own purposes.

<b>4.</b>	<b>Your rights</b>
<b>You have the following rights:</b>	
<b>Security of tenure</b>	<p>4.1 You have the right to stay at the property as an assured tenant, as long as you live at the property as your only or main home. While you are living at the property as an assured tenant, we can only end the tenancy by getting a court order for possession for one of the reasons, known as 'Grounds' listed in</p>

		Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996, or for any Grounds or regulations that are added or amended by future legislation. We agree to give you four weeks notice in writing if we intend to seek a possession order, except in exceptional circumstances. If we use Ground 14 when we are applying for possession, either on its own or with other Grounds, we may begin proceedings immediately after we serve you with a Notice of Seeking Possession.
<b>Ending the assured tenancy</b>	4.2	If you cease to be an assured tenant, for example, you are no longer using your property as your main or only home, we may end your tenancy by giving you four weeks notice in writing.
<b>Improvements</b>	4.3(a)	You may not carry out any improvements, alterations and additions to your property unless you have our written permission and any other approval you need, for example, planning permission. This includes (but is not limited to) putting up television aerials or satellite dishes, decorating the outside of your property, fitting a new kitchen or installing a new bathroom.
	4.3(b)	If you carry out improvements, alterations or additions without getting our written consent you are breaking this agreement and you may be required to return the property to its former state.
	4.3(c)	We will not unreasonably withhold our consent, however we may attach conditions to our consent about the standard of the work being done. We will apply the provisions in Section 97, 98 and 99 of the Housing Act 1985 as if this were a secure tenancy.
	4.3(d)	You have the right to be compensated for making certain improvements. If your improvement qualifies we will pay you compensation at the end of your tenancy. You are not entitled to any compensation if you do not have our written permission for the improvement. The amount of compensation we will pay will be calculated as set out in the Regulations made under Section 99A of the Housing Act 1985.
<b>The right to take in a lodger or sub-tenant</b>	4.4	You have the right to take in a lodger or sub-tenant with our written permission as long as you meet the requirements set out in section 3.21(a) – 3.21(c). We will not unreasonably withhold consent.
<b>The right to exchange</b>	4.5(a)	You have the right to exchange your tenancy with a secure or assured tenancy of us or another registered social landlord, a local authority or a new town.
	4.5(b)	You must have the written consent of both landlords before the exchange can take place. We will not unreasonably withhold our consent but we will apply the provisions of Schedule 92 and Schedule 3 of the Housing Act 1985 when making our decision.
<b>The right of succession</b>	4.6(a)	Where you are a joint tenant and one of you dies, the tenancy will automatically pass to the remaining joint tenant who will succeed to a sole tenancy through survivorship. This counts as a statutory succession.
	4.6(b)	Where you are a sole tenant and you are not a successor, your tenancy will pass to your spouse or someone who was living with you as husband or wife on your death. This includes same sex partners. However the successor must have been living at the property as their main or only home at the time of death.
	4.6(c)	If no one is entitled to succeed to the tenancy, we may consider granting a new tenancy for this property or a suitable alternative to a member of the tenant's household who: <ul style="list-style-type: none"> <li>▪ qualifies as a spouse or someone who was living with you as husband or wife who lived at the property at the time of death;</li> <li>▪ qualifies as a 'family member' who lived at the property for a year before their death; or</li> <li>▪ lived at the property looking after the tenant as their primary carer.</li> </ul>
<b>The right to repair</b>	4.7(a)	You have the right to get us to carry out certain qualifying repairs within a set timescale. If we fail to carry out the repair on time and, after you have made a second request, we fail to meet a second deadline, you will be entitled to

		compensation.
	4.7(b)	You may only use your right to repair in the way set out for secure tenants in the Regulations made by the Secretary of State under Section 96 of the Housing Act 1985.
<b>The right to consultation</b>	4.8	You have the right to be consulted before we make any significant changes to the way we manage your home. We will apply the provision in Section 105 of the Housing Act 1985 as if this were a secure tenancy.
<b>The right to information</b>	4.9(a)	You have the right to information about: <ul style="list-style-type: none"> <li>▪ the terms of this tenancy;</li> <li>▪ our repair obligations;</li> <li>▪ our policies and procedures on tenant consultation;</li> <li>▪ our policies and procedures on how we let our homes and offer transfers;</li> </ul>
	4.9(b)	You have the right to access personal data we hold about you and other rights set out in the Data Protection Act 1998.
	4.9(c)	We will provide information required by the Charter for Housing Association Applicants and Residents, or any other guidance issued by the Housing Corporation under Section 36A of the Housing Association Act 1985.
	4.9(d)	We will apply the provision in Sections 104 and 106 of the Housing Act 1985 as if this were a secure tenancy.

<b>5.</b>	<b>Other terms</b>	
<b>Complaints</b>	5.1(a)	We have a formal complaints procedure. You can get a copy of our information leaflet on how we deal with complaints from our office or online on our website.
	5.1(b)	If you feel we have broken the terms in this agreement or failed to meet one of our obligations, you should follow our complaints procedure. If we do not deal with your complaint properly, you can get advice and information about your legal rights from a Citizen's Advice Bureau, law centre or solicitor. After our complaints procedure has been exhausted, you may refer your complaint to the Housing Ombudsman Service.
<b>Compensation or goodwill payments</b>	5.2	If you owe us any money or the tenant you succeeded owed us any money, we have the right to off-set any compensation or goodwill payments due to you against the amount you owe.
<b>Rights of third parties</b>	5.3	You and we agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999, this tenancy agreement does not intend and gives no rights to third persons to enforce any of the conditions in it.
<b>Changes in law</b>	5.4	Any references to Acts of Parliament in this agreement refer to the Act as it applied when this agreement was made and any changes made to it later.

## Form of consent

### Relating to the Data Protection Act 1998

I understand that you may use the information you hold about me on your files, so that you can perform your job as my landlord. I understand that you may pass on this information to the following people:

#### Within the Trust:

- to housing staff, who will use this information to provide a housing management service, for example, to assist and advise me about Housing Benefit or to stop unauthorised sub-letting;
- to revenues staff, who will provide information to manage my rent account;
- to other staff involved in the management and support of my tenancy, such as customer service staff who may deal with my initial queries or the manager because housing staff may need to discuss my tenancy from time to time;
- to other staff who may deal with investigating and responding to a complaint I have made;
- to the tenant support staff who may provide me with additional support if I need it, for example, if I need help with claiming benefits;
- to the lettings staff who may need personal and sensitive information about me to help them assess my need for rehousing and to monitor equal opportunities;
- to maintenance staff and external contractors instructed by you who will need access to relevant information about me and my home to provide me with an effective repairs and maintenance service; and
- to legal staff and external lawyers appointed by you if you are taking legal action against me or I am taking legal action against you.

#### Outside the Trust:

- to the Police, because you wish to co-operate with the Police when they are preventing and detecting crime and apprehending or prosecuting offenders. We will always check why a request has been made before you pass on any information. One of your Assistant Directors will approve the release of this information;
- to the local authority, because, for example, by law you have to tell the local authority who is liable for Council Tax at the property;
- to the Inland Revenue if it submits a request to assist with the assessment or collection of any tax or duty;
- to the Benefits Agency and Housing Benefit departments, because you will normally pass on relevant information to assist with a claim for benefits. The law also says you must tell the Housing Benefit department if you suspect that I am getting benefit I am not entitled to;
- to research organisations, you may pass on personal data in confidence, to another organisation for genuine research reasons;
- to social services, the probation service and other similar agencies, you will pass on relevant information, depending on what the information is and the reason it has been requested; and
- to other third parties if you are required by law or by a court order;
- to other third parties in an emergency situation in order to protect my vital interests or if you are satisfied that the third party has a legitimate interest in receiving information and this would not prejudice my rights, freedoms and legitimate interests; and
- to other third parties generally if I have consented.

I give you my consent, to allow you to process any personal information that you hold about me. I give my consent to you passing this information to the individuals and organisations listed above, when you think it is necessary.

Signed: (tenant/s)

Date:

Schedule 1 – Services

**We will provide the following services to you:**

Personal heating and hot water

Cleaning

Caretaking

Communal heating, lighting and hot water

Grounds maintenance

Service contracts

Television services

CCTV

Pest control

Parking services

Fire safety

Concierge services

Warden patrol

Tenants association levy

Depreciation of equipment

Consultation Draft