



J49 LTD

ASSURED
SHORTHOLD
TENANCY

Prepared by:

ADMIN

Period:

2024

Department:

ADMIN



Assured Shorthold Fixed-Term Tenancy Agreement Tenancy Details

Part 1

This tenancy agreement is a legally binding contract between you, the tenant and us, the landlord – J49 Ltd

Please read this agreement and the conditions carefully. It sets out your rights and responsibilities and our responsibilities to you as landlord under the tenancy agreement.

Please keep a copy of your agreement in a safe place.

This tenancy is an Assured Shorthold Fixed Term tenancy as defined under Part 1 of the Housing Act 1988 (as amended by the Housing Act 1996). It is not an assured non-shorthold tenancy.

Part 2

Date:

Landlord: J49 Ltd

Landlord's Address:

Note: Under s48 Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant:

Permitted Occupier: The Tenant

Maximum Number of Permitted Occupiers: ONE

Property: The dwelling known as

Contents: The fixtures and fittings of the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.

Term: For the term of 12 Months commencing _____ and monthly thereafter until terminated by notice by either party subject to the requirements as set out in this agreement and/or the notice provisions contained in the Housing Act 1988.

Rent: _____ per month.

Payment: In advance in cleared funds by equal monthly payments on the _____ day of every month.

Payable by standing order (other payment methods maybe mutually agreed in writing).

Part 3

By signing this agreement you are agreeing to become our tenant and accept the tenancy terms and conditions. If there is anything you do not understand, please ask a member of our staff or get advice from a Citizen's Advice Bureau, Law Centre or solicitor.

We agree to grant the tenancy on the conditions attached

Our signature

Position

I have read, understood and accept the conditions in this tenancy agreement. This includes the attached terms and conditions (and any special conditions attached to these tenancy details).

Your signature

Date



Contents

1. Welcome to J49 Homes
2. Explanation of the tenancy agreement
3. Our responsibilities
4. Your rights
5. Your responsibilities:
 - a: Paying the rent
 - b: Using your home
 - c: Anti social behaviour
 - d: Repairs and maintenance.
 - e: Health Safety and hygiene
 - f: Pets.
 - g: Communal Space/Gardens
 - h: Vehicles
 - i: Ending your tenancy
6. Reasons for possession



1. Welcome to J49 Homes

We are committed at J49 Homes to making your time with us a creative community living experience. We hope that you will enjoy living in your home and that experience will enhance and develop other aspects of your life.

We believe it is important that we make it clear from the start what you can expect from us and in turn what we will expect from you during your tenancy. This document sets out your rights and responsibilities, as well as our responsibilities to you as landlord under the tenancy agreement.

2. About the Tenancy Agreement

1. An Assured Shorthold Tenancy is a form of assured tenancy that can, if necessary, be terminated by serving the tenant two months' notice at the end of the fixed term using the Section 21 procedure. In this circumstance we are not obliged to provide grounds for possession, as we would be with a normal assured tenancy. (see Section 7 – Definitions, for an explanation of “the Section 21 procedure” and “ground for possession”).

We are committed to providing you with a home and services of the highest quality.

We want your living experience to be peaceful and free from anti-social and unhelpful behaviour. We expect you to look after your home and to treat your neighbours the same way you would like to be treated. We ask that you always pay your rent and any service charges on time. These are reasonable expectations. If we fail to meet our own responsibilities under this agreement, we would ask you to communicate this with us and give us the opportunity change anything that is not working properly. If you breach your side of the agreement, we will communicate with you and give you a chance to put things right.

2. This agreement follows regulatory guidance for all Registered Providers of Social Housing.

3. Any changes to this tenancy, including any changes to the rent and service charges, will by agreement between you and us, or by the procedures set out in the Housing Act 1988.

4. We will make no variation that would:

- Reduce your security of tenure under the agreement.
- Reduce our responsibilities to keep your home in good repair.
- Reduce your right to be consulted about any changes to the housing management service which are likely to have a significant effect on you.

5. All residents have the same rights and responsibilities. The responsibilities under this agreement also apply to your family, friends, and anyone else living in or visiting your home, including children.

6. Under this agreement you have the right to live peacefully in your home. We will not interfere with this right unless any of the following apply:

- We need access to your home to inspect or carry out repairs and servicing, to your home or an adjoining property. This will always be on 24 hours' notice except in an emergency.
- The court has given us possession by ending this tenancy
- You have ended this tenancy

7. We will comply with the 1998 Data Protection Act. We will allow you access to any information we hold about you and will correct or record any disagreement you have with this data. We may charge you for providing copies of the information. By signing this document, you give permission for us to disclose personal information we hold about you to relevant third parties in the course of our business as a provider of social housing. We will not disclose any sensitive personal information (e.g. medical records) without your consent or if otherwise authorised under the Data Protection Act.

8. If you feel we have not kept to the terms of this agreement you can use our Complaints Procedure to feed back to us. If you remain unhappy with our response you can take advice from a Citizen's Advice Bureau, law centre or solicitor. As a final step you can contact the Independent Housing Ombudsman Service.

9. If you were previously the tenant of another of our properties you must give us vacant possession of your previous property. Provided you give us vacant possession i.e. nobody is left in the property, we will agree that your previous tenancy will end from the date this new agreement starts.

10. If when your previous tenancy ends you are in debt to us, you must confirm how this will be repaid before entering into your new tenancy agreement. We may ask you to sign a payment schedule which breaks down the debt into dated instalments. The schedule is then incorporated into the new tenancy and failure to maintain payments would become a breach of contract.

11. The only people who can live in your home with you are those listed on your original housing application, and their details should appear at the beginning of this document. You must seek permission for anyone else to stay with you for longer than four weeks, which we are within our rights to refuse. Exception to this can be considered by communication with the J49 Community liaison manager.

12. The Contracts (Rights of Third Parties) Act 1999 does not apply to this tenancy. This means that other people cannot enforce any rights or obligations under the tenancy other than you and us.

13. Where this agreement refers to Acts of Parliament (e.g. Housing Act 1985 etc), those references include any changes or modifications made to those Acts in the future.

3. Our responsibilities to you as tenant.

1. We will make sure the structure and exterior of your home is maintained.
2. We will make sure all fixtures and fittings for water, gas, electricity, space and water heating are kept in working order.
3. We will periodically decorate the outside of your home and any shared areas.
4. We will make sure that common entrances, hallways, stairways, lifts and other communal areas are kept in good repair.
5. We will carry out repairs/provide replacements on fixtures and fittings which we own, such as kitchen cupboards, sinks etc.
6. We will do repairs within a reasonable time of you telling us about a problem. The time taken will depend on how urgent the repair is and the response times and priority times that apply at that time. (For further information see Section 7 – Definitions, Right to Repair).
7. We will comply with the appropriate regulatory framework and guidance issued by the Social Housing Regulator.
8. We will provide you with information about how to use your home and access our services when you need to.
9. We will endeavour to be contactable during normal office hours.
10. We will inform you of any communal activities or events taking place in the communal space through our web communication channels.

4. Your rights as a tenant

1. You have the right to live in your home without interference unless any of the circumstances explained in Section 2, clause 6 above apply.
2. Under the Housing Act 1988, if a deceased resident does not have a joint tenancy, their tenancy will pass to a spouse or civil partner if the home was also their only or main home at the time of the tenant's death. If the tenancy is joint, the other tenant automatically becomes the sole tenant.
3. There can only be one succession. This means that if you are a successor yourself there cannot be a further succession (see Section 7 – Definitions for the meaning of successor).
4. You have the right to assign your tenancy (i.e. transfer it to another tenant) only where an order is made by the Court.
5. You have the Right to Repair (see Section 7 – Definitions for the meaning of Right to Repair).
6. We will consult with you before making any changes in the management of your property that are likely to have a significant effect on you.
7. You have the right to information about our housing management and maintenance policies and procedures, including allocations, transfers, repairs and consultation.

5. Your responsibilities as a tenant

a) Paying the rent

2. You must pay the rent and all other charges for your home every month in advance on the date specified in your tenancy contract. All charges and the total amount of rent to be paid will be specified at the start of your tenancy. Permission to pay at a different frequency (e.g. monthly or quarterly) can be requested, but payment will still need to be received in advance of each period.

3. If you receive Housing Benefit or the Housing Costs Element of Universal Credit, it is your responsibility to tell the Housing Benefit Department or, in the case of the Housing Costs Element of Universal Credit, the DWP immediately if your circumstances change in any way that might affect your entitlement to Housing Benefit or Housing Costs Element of Universal Credit. If as a result of your failure to do so, we have to reimburse overpaid Housing Benefit or Housing Costs Element of Universal Credit to the Local Authority or Government, equivalent charges will be added to your rental payments to clear the debt to us.

4. If you are a joint tenant, you are jointly liable for all costs of the tenancy. We are entitled to ask either tenant for full payment of any arrears or due rent. If you later become a sole tenant, you will retain responsibility after the other tenants have left the property.

5. If a debt has accrued from a previous tenancy with us, you will continue to be liable for this debt under any new tenancy agreement (see Section 2, clause 10 above).

6. You are responsible for paying your Council Tax and any water charge unless this is stated as being included in your rent in the Particulars of Tenancy. When your tenancy ends any overdue rent or costs must be settled with us. In addition, please note the following:

a) Your rent will be inclusive of charges for maintenance and management and will be reviewed on an annual basis. Any proposed changes to rent will be clearly communicated to all tenants in advance.

b) We can reduce the rent at any time.

c) Rents are set in line with regulatory guidelines. J49 will adhere to all rent policies set by statutory bodies and are happy to supply all tenants with a copy of their rent setting policy.

d) Where we provide services to your home, details of these are shown in the service charge schedule which you will receive at the start of your tenancy alongside this agreement. The service charge is what is known as a fixed service charge and is payable as part of your total rent.

- e) We will review service charges once a year at the same time as any review of the rent. You will be notified of any service charge change in the notice of rent increase. After consultation with you we may add to, change or remove some services we provide.
- f) If you fail to keep up with rent payments we may apply to court for possession of the property. You will be charged for the cost of court proceedings.
- g) We may deduct any money you owe us from any money we owe you.

b) Using your home

1. You, your family, friends and any other person living with or visiting your home, including children, must not use the property for any other purpose than a private home.
2. You must live at the property, and it must be your only or main home.
3. You cannot part with possession of your home, sublet the whole or any part of it, or take in any lodgers.
4. We advise all tenants to take out personal home contents insurance, as we are not responsible for any loss of belongings.
5. You must notify us if you are going to be away from home for more than four weeks continuously. If your job means you are often away, or you have another reason causing you to be away for long periods of time, you should discuss this with us in advance.
6. You must use your home for residential purposes only and you must not run a business from your home.
7. You must not exhibit any notice, advertisement or sign anywhere on the outside of the property or anywhere visible from outside property without seeking our permission beforehand and/or any relevant planning permission.
8. You are responsible for the behaviour of the members of your household and visitors in your home and in the locality of the property, including children under 18. You must ensure that they too do not break the terms of this tenancy. If they do, you may be held responsible and could face legal action.
9. You must request permission from us to have any new sets of keys cut for the property.

c. Anti-social behaviour

You, your family, friends or anyone living with or visiting you (including children) must not do any of the following:

1. Anything which interferes with the peace, comfort or convenience of other people living in the local area.
2. Use the property for any criminal or illegal purpose including selling, supplying or using illegal drugs, storing or handling stolen goods or prostitution.
3. Harass, threaten or use or violence towards anyone in the locality of your home or the local area.
4. Harass, threaten or use violence towards our staff, agents, contractors or any tenant representatives.
5. Use or threaten violence towards other residents.
6. Play music, televisions, radios or musical instruments of any kind at an unreasonable volume that can be heard from outside of your property.
7. Use any domestic machinery or DIY equipment in such a way or at such times (e.g. late at night or very early in the morning) that causes annoyance to other residents.

We may take legal action to evict you if you behave anti-socially or you are convicted of a crime committed at the property or in the local area.

Note: "harassment" is defined in Section 7 – Definitions

d. Repairs and Maintenance

1. You are responsible for keeping the inside of your home clean and in good condition.
2. You are responsible for doing minor repairs and replacements such as replacing broken glass (broken by you, your household or visitors), locks, light bulbs, plugs, tap washers and unblocking sinks as quickly as possible.
3. You should keep areas shared with other residents clean and tidy.
4. You must promptly report to us any repairs needed that we are responsible for.
5. You must not make any changes or improvements to the property without seeking permission in advance from J49.
6. You, your household, or visitors to your home must not damage, or cause damage through neglect to any part of the property or to areas shared with other residents. If we repair any damage caused by your neglect or misuse of the property you will be charged for the full cost of those works.

7. You must allow our staff, agents and contractors to enter the property to carry out inspections or repairs. We will normally give you at least 24 hours' notice and will ensure such visits are during reasonable daytime hours, unless it is an emergency repair.
8. In an emergency where we cannot gain access, we may have to force an entry. For example, where flooding is occurring or somebody's physical safety is at risk. In these cases we will secure the property and repair any damage as a result of the forced entry. If we have to force entry as a result of your neglect or misuse of the property or your failure to report needed repairs, you will be charged the full cost of damage caused.
9. You must allow access for our staff, agents or contractors to carry out annual servicing of appliances owned by us, such as gas cookers and boilers. We will give you at least 24 hours' notice.
10. Any costs incurred on a pre-arranged visit because access is refused, or you are not at home will be charged to you. If legal action is taken to gain entry to your property we will ask the court for an order for the cost of the legal action to be paid by you.
11. Where we cannot reasonably carry out necessary works to the property (whether repairs or improvements) with you and your household remaining in the property, we may require you to move to temporary accommodation for as long as it takes to carry out the works. When the works are completed you will be required to move back into the property.
12. You must not fit a satellite dish, television or radio aerial without our written permission.

e. Health, Safety and Hygiene

You, your household and visitors to your home, including children must comply with the following:

1. Keep the property clean and tidy including any balcony areas. If we have to do work to restore it to a reasonable standard, such as removing rubbish, you will be charged for this.
2. Keep all shared areas such as entrances, stairways, corridors and landings clean and free from obstructions. You should not leave any personal belongings or rubbish in these areas. If we have to remove anything in these areas on your behalf, you may be charged for the cost of this work.
3. Put all refuse in appropriate bin bags, and dispose of it in the chutes, containers or communal bins allocated for this purpose.
4. Keep washing and drying areas and any other shared areas clear of rubbish and obstacles.
5. Not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres).

7. Not use any portable oil, paraffin or gas appliances in your home apart from sealed oil-filled radiators.
8. Not store any flammable materials such as gas, paraffin or oil in the property.
9. Not store any vehicles powered by petrol, diesel or paraffin in shared areas of the property.
10. Not throw anything from balconies or windows of the property or shared areas.
11. Not let anyone who you do not know into the building or jam open any communal or fire safety doors.
12. Not tamper or interfere with the electrical or gas systems, installations or meters serving the property.

f) Pets

1. You will need our written permission to keep a cat or a dog unless it is a guide or hearing dog.
2. You may keep other small pets e.g. small caged animals and birds or fish at the property without obtaining our permission.
3. You, your household or anyone visiting your home must not do any of the following:
 - Keep any animals for commercial breeding purposes.
 - Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our staff, agents or contractors.
 - Allow any animal you keep at the property to foul in the shared areas or outside the property on, for example, roads, footpaths or play areas in the locality.
 - Keep livestock such as chickens, ducks, geese, or goats without our permission.
 - Keep any unsuitable or dangerous animals.

g. Communal Space/Garden

1. You must keep any garden let as part of your tenancy in a tidy cultivated condition and free of rubbish. If we have to clear any rubbish on your behalf you will be charged for this work.

1. You must not erect any shed, garage or greenhouse in communal spaces.

2. You must not remove, alter or replace any hedge, fence, wall or tree at the property.

3. You must not store any rubbish, furniture or appliances in the gardens or communal areas of the property. If you and we have to remove the items, we will charge you with the cost.

4. You should keep any planting around your property maintained to a reasonable height and condition, not obstructing any access routes. We want communal spaces to be well-kept for the sake of all residents, so please let us know of any changes you wish to make to these areas before doing so.

h. Vehicles

1. You, your household or visitors to the property must not do any of the following:

- Park a vehicle anywhere on the property unless it has a designated garage, parking space or driveway with hard standing and a dropped kerb.
- Park any vehicle without a valid road license or in an unroadworthy condition on any land owned by us.
- Park in such a way as to block driveways or other vehicle or pedestrian access.
- Park caravans, trailers, boats or business vehicles over one tonne in weight at the property or on any land owned by us. If we have to remove a vehicle we will give at least 24 hours' notice and you will be charged for the cost of the removal.
- Park without a valid permit, either for residents or their visitors, where there is a parking scheme in operation.
- Carry out repairs except running repairs to your vehicle. Where we believe you may be receiving payment for repairs we may ask to you to prove that the vehicle belongs to you.
- Sell, rent or give away any parking space or garage which is provided with the tenancy.

2. Where a designated parking space is not provided, you should park on the road immediately outside the property, if parking is available and subject to any parking restrictions.

3. By signing this agreement you authorise us to remove any vehicle abandoned by you on the property which breaks these conditions, or which we think is dangerous. The costs of removing and disposing of any such vehicle will be charged to you.

i. Ending your tenancy

When ending the tenancy **you must:**

1. Give us at least 4 weeks' notice in writing ending on a Monday confirming that you will be ending your tenancy.
2. Return all keys to the property by 12 noon on the Monday on which the tenancy ends. If keys are returned after this time you will be charged another week's rent. If we have to fit new locks as a result of keys not being returned you will be charged with the cost of this work.
3. Pay all outstanding rent and any other due charges up to the last date of your tenancy.
4. Leave the property in a clean and tidy condition and free of rubbish. If we have to clean or clear the property, we will charge you with the cost of doing this.
5. Remove all furniture and personal belongings from the property (including any loft space) and from any sheds or garages you rent with the property. Until you clear the property completely, or it is cleared by us because of your failure to do so, you will remain liable for a sum equivalent to your rent.
6. Ensure the property is thoroughly cleaned and left in good decorative condition. If we have to clean the property after you have vacated it you may be charged for this work. There be inventories made prior to the tenancy & at the end a third party un-biased party will decide on what is reasonable or unreasonable wear & tear.
7. Make sure no-one is left in the property.
8. Make sure we have up-to-date contact details for you and a forwarding address in case we need to contact you regarding any of the above once the tenancy has ended.
9. We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you do leave any belongings, we reserve the right to dispose of them once attempts to request that you do so have failed. We may charge you for this work. We are entitled (but not obliged) to sell anything left behind by you. If there is a rent debt remaining we may set the proceeds of any sale against your arrears. Otherwise, you will be entitled to any proceeds of sale less our costs. If these proceeds are not collected within 6 weeks of us writing to your last known address, we may use the proceeds for our own purposes as a registered social landlord.

6. Reasons for possession

If it is necessary for J49 to gain possession of your property, it will only be one of the following grounds, as set in Schedule 2 of the Housing Act 1988, as amended

Part I

Grounds on which the Court must order possession:

Ground 6

The landlord as a registered social landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled—

- (a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because—
 - (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or
 - (ii) the nature of the intended work is such that no such variation is practicable, or
 - (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or
 - (iv) the nature of the intended work is such that such a tenancy is not practicable.

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant’s death.

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

Part II

Grounds on which the Court may Order Possession

Ground 9

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

Ground 10

Some rent lawfully due from the tenant—

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where the court considers it just and equitable to dispense with a Notice Seeking Possession, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11

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

Ground 12

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

Ground 13

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

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

Ground 14

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

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

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

(b) has been convicted of—

(i) using the 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 14ZA

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

(c) one partner has left the dwelling-house because of violence or threats of violence by the other towards—

(i) that partner, or

(ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and

(d) the court is satisfied that the partner who has left is unlikely to return.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 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.

Part III

Suitable Alternative Accommodation

1 For the purposes of Ground 9 above, a certificate of the local housing authority for the district in which the dwelling-house in question is situated, certifying that the authority will provide suitable alternative accommodation for the tenant by a date specified in the certificate, shall be conclusive evidence that suitable alternative accommodation will be available for him by that date.

2 Where no such certificate as is mentioned in paragraph 1 above is produced to the court, accommodation shall be deemed to be suitable for the purposes of Ground 9 above if it consists of either—

(a) premises which are to be let as a separate dwelling such that they will then be let on an assured tenancy, other than—

(i) a tenancy in respect of which notice is given not later than the beginning of the tenancy that possession might be recovered on any of Grounds 1 to 5 above, or

(ii) an assured shorthold tenancy, within the meaning of Chapter II of Part I of this Act, or

(b) premises to be let as a separate dwelling on terms which will, in the opinion of the court, afford to the tenant security of tenure reasonably equivalent to the security afforded by Chapter I of Part I of this Act in the case of an assured tenancy of a kind mentioned in subparagraph (a) above,

and, in the opinion of the court, the accommodation fulfils the relevant conditions as defined in paragraph 3 below.

3(1) For the purposes of paragraph 2 above, the relevant conditions are that the accommodation is reasonably suitable to the needs of the tenant and his family as regards proximity to place of work, and either—

(a) similar as regards rental and extent to the accommodation afforded by dwelling-houses provided in the neighbourhood by any local housing authority for persons whose needs as regards extent are, in the opinion of the court, similar to those of the tenant and of his family; or

(b) reasonably suitable to the means of the tenant and to the needs of the tenant and his family as regards extent and character; and that if any furniture was provided for use under the assured tenancy in question, furniture is provided for use in the accommodation which is either similar to that so provided or is reasonably suitable to the needs of the tenant and his family.

(2) For the purposes of sub-paragraph (1)(a) above, a certificate of a local housing authority stating—

(a) the extent of the accommodation afforded by dwelling-houses provided by the authority to meet the needs of tenants with families of such number as may be specified in the certificate, and

(b) the amount of the rent charged by the authority for dwelling-houses affording accommodation of that extent, shall be conclusive evidence of the facts so stated.

4. Accommodation shall not be deemed to be suitable to the needs of the tenant and his family if the result of their occupation of the accommodation would be that it would be an overcrowded dwelling-house for the purposes of Part X of M6 the Housing Act 1985.

7. Definitions

Assured shorthold tenancy – a tenancy granted in accordance with Chapter II of the Housing Act 1988 (as amended by the Housing Act 1996).

Consumer Price Index – the UK Retail Prices Index (All Items) or if this stops being published, another published index of general prices or the value of money which we tell you we are going to use instead.

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

Garden/Communal spaces – lawns, paved yards, spaces enclosed within your boundaries, hedges, flowerbeds, trees, shrubs, outside walls and fences attached to your home, walkways, communal community spaces, outside communal spaces.

Grounds for possession – these are set out above. Please note, we reserve the right to rely on any new or amended grounds introduced by future legislation.

Harassment – this includes, but is not limited to, any of the following:

- – Any behaviour or actions which threaten the physical and/or mental health, and/or safety, and/or security, and/or sense of well-being of any other person;
- – Any behaviour or actions which have a hurtful, detrimental or destructive effect on any person's peaceful enjoyment of their home or surrounding environment;
- – Damage or threats of damage to property belonging to another person including damage to any part of a person's home;
- – Writing threatening, abusive, offensive, or insulting graffiti; and
- – Any action or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person.

Home/the property – the property you live in, including any garden (if you have sole use of it), but not including any shared areas.

Improvement – any alteration or addition to your home.

Local area – the whole of the estate the property is on, and, in most cases, any other place within one mile of the boundary including privately owned or other rented properties. In some circumstances the definition of local area may go beyond one mile of your home.

Lodger – a person who you allow to share your home with you whether for a charge or not.

Relative – includes parent, children, grandparents, brothers, sisters, uncles, aunts, step relatives, adopted children, grandchildren, nephews and nieces.

Rent – in this agreement the word “rent” means all charges which you are obliged to pay under the terms of this agreement including anything which you must pay us as extra rent.

Rent Assessment Committee – a body which sits to determine the reasonableness of rents in the event of a dispute.

Right to Repair – this means that we must carry out certain urgent or ‘qualifying’ repairs within set timescales. If we do not complete them within certain timescales (you can ask us for details) and do not give you a good reason for not doing the work, you have the right to get the work done yourself and charge us the reasonable costs of the repairs you carry out. This is in line with Section 96 of the Housing Act 1985.

Section 21 procedure – a procedure set out in the Housing Act 1988 which allows the landlord to obtain possession of the property by giving 2 months’ notice. Such notice cannot take effect until the end of the fixed term. The landlord can use this procedure whether or not there has been any breach of the tenancy terms by the tenant.

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

Security of tenure – the right of the tenant to live in their home under the tenancy agreement.

Shared areas – parts of the building which all tenants can use – the hallways, stairs, shared gardens, shared outside spaces.

Spouse – your husband, wife, civil partner or someone living with you as husband or wife – regardless of gender.

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

Successor – a successor means one of the following people:

- – A spouse or civil or other partner who the tenancy passed to under the Housing Act 1988
- – Someone who has a joint tenancy and has become a sole tenant
- – Someone who becomes the tenant after a court order transferring the tenancy if the person ordered to transfer the tenancy was a successor

We, us, the landlord – J49 Homes.

Vehicle – a car, van, bike, boat, trailer for example.

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



J49