

ASSURED SHORTHOLD TENANCY

THIS ASSURED SHORTHOLD TENANCY IS BETWEEN

Name and address of Association

Coastal Housing Group Ltd. ('the Association')
of 3rd Floor, 220 High Street, Swansea SA1 1NW
Which is registered with Housing for Wales under Section 5 of the Housing Associations Act 1985 and with the Registrar of Friendly Societies as an Industrial and Provident Society, which has charitable rules.
The Association owns the property which is to be let on the terms of this Tenancy.

The premises that are the subject of this agreement are managed on Coastal's behalf by Platform. Platform is registered with the Charities Commission and one of its aims is to provide support and furnished accommodation to single people. When Platform considers it appropriate that supported accommodation is no longer required by the tenant, the tenant may be required to vacate so that the premises may be used by another in need. In such instances Platform may take steps to help find alternative accommodation, which in Platform's view is suitable for the tenant.

Name of Tenant

('the Tenant'). The Tenant has the full responsibilities and rights set out in this Agreement)

Address

in respect of ('the Premises').

Description of Premises

Date of start of Tenancy

The Tenancy begins on It is an assured shorthold tenancy, the terms of which are set out in this Agreement. The tenancy will be for six months from this date and the Association will give the tenant appropriate notice when the tenancy is due to end.

Support arrangements

Coastal Housing Group work with voluntary organisations that provide assistance for people who need some degree of support to live as independently as possible within the community. The Association develops housing projects which provide suitable forms of housing accommodation, remaining the owner of the premises and carrying out repairing obligations. The voluntary organisation acts as managing agent on the Association's behalf, selecting tenants, collecting rents and providing appropriate care and support. These arrangements are set out in a written agreement made between the Association and the voluntary organisation. Further information is available on request.

In the case of this tenancy, the voluntary organisation acting as managing agent is

Platform, Beaufort House, Beaufort Road, Plasmarl, Swansea SA6 8JG

Aims of the Project

The premises are used as part of a project designed to provide supported accommodation for people who are suffering from mental health problems.

GENERAL TERMS

1. It is agreed as follows:

Payments for Premises

(1) The monthly payments for the Premises at the date of this agreement shall be:

In this Agreement the term Rent refers to the sum of the rent and service charge as set out on the right or as varied from time to time in accordance with this Agreement.

Net Rent	£
Landlord's Service Charge	£
Furniture Pack	£
Agent Charge	£
Total	£

(2) The payment of rent is due monthly and in advance.

Services

(3) The Association shall provide the following services in connection with the Premises for which the Tenant shall pay a Service Charge*

Platform Support and Management Charges, communal area services.

Changes in Services

(3.1) Subject to (3.2) below, the Association shall provide services and other items set out on the attached schedule to this agreement for which the tenant shall pay the service charge. The Association shall not be liable to the tenant for any failure or, the interruption of services not attributable to neglect or default of the landlord

(3.2) The Association reserves the right to remove, add or change the services or other items provided, subject to consultation and to include charges for such services or items in the service charges

Changes in Rent

(4) The Association may increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing of the increase or decrease. The notice shall specify the Rent and the included Service Charge proposed*. The Rent will usually be increased on the first Monday in April of each year following the date of this agreement. The revised Rent shall be the amount specified in the notice of increase.

Altering the Agreement

(5) With the exception of any changes in rent this Agreement may only be altered by the agreement in writing of both the Tenant and the Association.

THE ASSOCIATION'S OBLIGATIONS

2. The Association agrees:

Possession

(1) To give the Tenant possession of the Premises at the start of the Tenancy.

Tenant's right

(2) Not to interrupt or interfere with the Tenant's right to occupy the Premises except where:

- (i) access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
- (ii) a court has given the Association possession by ending the Tenancy.

Repair of structure

(3) To keep in good repair the structure and exterior of the Premises, including:

- (i) drains, gutters and external pipes;

	<p>(ii) the roof;</p> <p>(iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;</p> <p>(iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;</p> <p>(v) chimneys, chimney stacks and flues but not including sweeping;</p> <p>(vi) pathways, steps or other means of access;</p> <p>(vii) plasterwork;</p> <p>(viii) integral garages and stores;</p> <p>(ix) boundary walls and fences.</p>
Repair of installations	<p>(4) To keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including</p> <p>(i) basins, sinks, baths, toilets, flushing systems and waste pipes;</p> <p>(ii) electric wiring including sockets and switches, gas pipes and water pipes;</p> <p>(iii) water heaters, fireplaces, fitted fires and central heating installations.</p>
Repair of common parts	<p>(5) To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises.</p>
External decorations	<p>(6) To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas from time to time</p>
Tenant Information	<p>(7) To provide the Tenant with information on its housing management policies as required by the Housing Act 1985. To consult with tenants on matters that affects their tenancies.</p>
Communal Gardens	<p>(8) The Association agrees to maintain the garden where it is communal and where a service charge has been made.</p>
CCTV	<p>9) The Association agrees to consult with the Tenant about the provision or improvement of CCTV in order to maintain the security of the Premises and neighbouring properties. The Tenant agrees not to unreasonably withhold consent to any such installation or improvement</p>
Adapted Accommodation	<p>(10) To transfer the tenant and/or the tenants household to suitable alternative accommodation in the event that the property and its adaptations are no longer necessary for the tenant or the tenant's household and as long as a notice under the Housing Act 1988 has not been served.</p>
THE TENANT'S OBLIGATIONS	
3. The Tenant agrees:	
Possession	<p>(1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it.</p>
Rent	<p>(2) To pay the Rent and other charges monthly and in advance.</p>
Use of Premises	<p>(3.1) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate a business at the Premises without the written consent of the Association. Where the Tenant wishes to use the Premises for the purpose of child-minding, the Tenant should seek the prior permission of the Association.</p> <p>(3.2) To accept responsibility for the actions of his or her family and any other person residing or visiting the premises and not to permit them to do anything which breaks the tenant's obligations of this tenancy</p>
Nuisance	<p>(4a) Not to cause or allow members of his/her household or invited visitors to cause a nuisance or annoyance to neighbours or other persons lawfully in the locality and not to allow the Premises to be used for an illegal or immoral purpose.</p>

Anti-social Behaviour	(4b) Not to take part in anti-social behaviour, or encourage or allow members of his/her household or visitors to take part in anti-social behaviour in the locality of the Premises. Anti-social behaviour includes, but is not limited to, criminal activity, graffiti, fly-tipping, noise, vandalism and intimidation of people
Racial Harassment	(5a) Not to commit or allow members of his/her household or visitors to commit any form of racial harassment, which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his/her household, visitor or neighbours or to people in the locality.
Other Harassment	(5b) Not to commit or allow members of his/her household or invited visitors to commit any form of harassment on the grounds of religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his/her household, visitors or neighbours, or to people in the locality.
Noise	(6) Not to play or allow to be played any radio, television, musical instrument, recorded or amplified music or make or broadcast sound or vibration in a way that is likely to cause or annoyance to people in the locality.
Pets	(7) The Association does not allow the keeping of pets within these premises e.g. cats and dogs. The Tenant also agrees to remove any fouling of the premises and communal areas caused by any pet. The Tenant agrees not to erect any animal run, hutch or cage on property owned by the Association without the prior of the Association.
Internal decoration	(8) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order. In the case of default, to permit the Association to carry out any cleaning or decoration to the premises and to meet the costs incurred
Damage	(9) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default.
Reporting disrepair	(10) To report to the Association promptly any disrepair or defect for which the Association is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts.
Annual Gas Safety Checks	(11) Given reasonable notice to allow the Association access to the property to carry out maintenance or safety checks on appliances and/or flues that we provide for your use. Failure to provide access may result in legal action to obtain access and/or possession of your home. Any legal costs incurred will be your responsibility.
Access	(12) To allow the Association's employees or contractors acting on behalf of the Association access at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The Association will normally give at least 24 hours notice but immediate access may be required in an emergency).
Overcrowding	(13) Not to allow more than 1 person to reside at the Premises
Lodgers and Sub-letting	(14) The tenant agrees not to permit any lodger or guest to reside at the premises.
Assured Sub-tenancies Prohibited	(15) Not to grant an assured sub-tenancy of any part of the Premises.
Garden Maintenance	(16) To maintain the garden to which he or she has exclusive use to a satisfactory standard. The tenant also agrees not to remove any tree, shrub, hedge or wall without the prior consent of the Association; nor to plant trees or shrubs where it may cause nuisance or damage to the property or neighbouring premises; nor pave, gravel or concrete over any part of the garden or premises or construct any hard standing without prior consent in writing of the Association.

If the Tenant fails to maintain the garden to a satisfactory standard the Association may do so and recover the cost from the Tenant.

Communal Grounds	(17) Not to use any communal grounds in a manner which may cause nuisance to other residents and users. The tenant will ensure that paths, walkways, fire escapes, landings and hallways are kept free of rubbish and obstructions and to pay the Association's costs in the removal of such items and in the making good any damage caused by the Tenant or his / her visitors.
Erection of sheds, greenhouses, garages and outbuildings	(18) Not to erect any shed, greenhouse, garage or outbuilding without the prior permission of the Association. Where the Association has consented to the erection of such a building the Tenant further agrees to carry out the work in accordance with the standard specified by the Association. In default, the Tenant agrees to pay the Association's costs in removing or making good any works not meeting the required standard.
Erection of fences	(19) Not to erect a fence without the prior permission of the Association. Where the Association has consented to the erection of a fence, the Tenant further agrees to carry out the work in accordance with the standard specified by the Association.
Storage of Rubbish	(20) To deposit rubbish in the designated bin store or in another designated area. Where there is no designated bin store or area the Tenant agrees only to put out rubbish from the premises in reasonable time for the refuse collection, which should be no earlier than the night before the collection is due. The Association will recover any cost incurred if it has to collect rubbish deposited by the Tenant outside the designated area or outside the time of collection. <hr/> (21) Not to deposit any item such as furniture which will not be collected by the council refuse collection service on any property or land owned by the Association. The Association will recover any cost incurred in clearing such items.
Drying Area	(22) To use the communal drying area and clothes line in a reasonable manner which takes into account the needs of other tenants.
Car Parking	(23) To park the car in the designated parking area where such an area is provided. The Tenant further agrees not to park the car on any other land owned by the Association where designated car parking space is available. The Tenant further agrees not to park, leave or keep any vehicle or trailer on the pavements within the estate or the Association's communal grounds, grassed areas or land owned by the Association; and not to obstruct roads or means of access with any vehicle, trailer or machinery. The Tenant will ensure that any visitor parks their car in designated areas where available, but is mindful that other tenants have priority use of limited car parking space.
Unroadworthy vehicle	(24) Not to keep any untaxed or unroadworthy vehicle on land owned by the Association without the permission of the Association. All vehicles parked on land owned by the Association must be taxed and in a roadworthy condition and the tenant agrees to allow the Association to remove and dispose of any untaxed or unroadworthy vehicle on land owned by the Association.
Car Maintenance	(25) Not carry out maintenance to any road vehicle on land owned by the Association, other than casual work of a minor nature to the Tenant's own vehicle.
Caravans, boats and commercial vehicles	(26) Not to park a caravan, commercial or trade vehicle, lorry, boat, mobile home or machinery on land owned by the Association other than occasional overnight parking.
TV Aerials and Satellite Dishes	(27) Not to erect a TV aerial or satellite dish or undertake a Cabletel or similar installation without the prior permission of the Association.
Security of the Premises	(28) To co-operate with the Association in the provision and implementation of any system to maintain or improve the security of the Premises and neighbouring area. The Tenant agrees not to install any security system without the permission of the association, which shall not be unreasonably withheld.

Bottled Gas, Paraffin & other Inflammable Substances	(29) The Tenant agrees not to use nor store bottled gas, paraffin, petrol or other inflammable substances on the Premises and to pay the Association's costs in removing such substances.
Dangerous Items	30) The tenant agrees not to keep in any part of the Premises any firearms, crossbow, explosive device or other dangerous weapons
Association Staff	(31) Not to intimidate, threaten or assault or allow visitors or members of his or her household to intimidate, threaten, or assault staff of the Association, its agent or contractor in the conduct of their duties, either at the property or elsewhere.
Ending the Tenancy	(32) To give the Managing Agent or Association at least 4 weeks notice in writing when the Tenant wishes to end the Tenancy. Either joint tenant (where applicable) may give 4 weeks notice in writing and the joint tenancy will end at the expiry of that notice.
Moving Out	(33) To give the Managing Agent or Association vacant possession and return the keys of the Premises at the end of the Tenancy and to remove all furniture, personal possessions and rubbish and leave the Premises and the Association's fixtures and fittings in good clean lettable condition and repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy. The Association may recover from the Tenant the costs of removing any items left in the Property at the end of the tenancy.
Adapted Accommodation	(34) To move to alternative and suitable accommodation in the event that the property and its adaptations, where appropriate, are no longer necessary for the tenant or the tenant's household.
Support Agreement	(35) To comply with the support agreement provided by Platform attached to this agreement. This agreement has been compiled to assist in achieving the project's aims. This agreement can be amended after consultation with all tenants and changes will be notified in writing.
Support	(36) To make use of the support and other services provided by Platform the Managing Agent the Association or other responsible agency.

THE TENANT'S RIGHTS

4. The Tenant has the following rights:

Right to occupy	(1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and neighbours.
Security of Tenure	(2) The Tenant has security of tenure as an assured shorthold tenant so long as he/she occupies the Premises as his/her only or principal home. The Association can only end the Tenancy by obtaining a court order for the possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by Parliament from time to time, or by serving a notice under section 21 of the Housing Act 1988 as amended by Parliament from time to time. The Association agrees any notice given of its intention to seek a possession order will be in writing and will comply with legal requirements. The Association will normally, but not exclusively, use the following grounds to obtain an order for possession:- <i>Ground 9</i> 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;

(b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11

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

Ground 12

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

Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or 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 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 purpose of the 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 any other person residing in the dwelling-house has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the dwelling-house or allowing the dwelling-house to be used for immoral or illegal purposes.

Ground 15

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

Ground 16

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a

previous landlord under the tenancy and the tenant has ceased to be in that employment.

The Association may also end the assured shorthold tenancy by serving notice under section 21 of the Housing Act 1988, the section of which reads “the landlord or, in the case of joint landlords, at least one of them has given to the tenant not less than two months' notice stating that he requires possession of the dwelling-house.”

FURTHER RIGHTS

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

that the following provisions of Schedule 3 of the Housing Act 1985 shall be deemed to apply to this tenancy.

These rights are summarised below:

Right to repair

(3) The Tenant has the right to carry out repairs which are the Association's responsibility where the Tenant has reported the need for repair in writing and where the Association has, without good reason, failed to carry out the repair within 28 days of receiving such report. This right may only be exercised in accordance with the regulations made by the Secretary of State under Section 96 of the Housing Act 1985: the Association will refund to the Tenant the agreed cost of repairs carried out in accordance with these regulations.

Right to consultation

(4) The Association will consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.

Right to information

(5) The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations and its policies and procedures on tenant consultation, housing allocation and transfers.

Signed on behalf of the Association

Signed by the Tenant

Date

If the Tenant feels that the Association or its Agent has broken this Agreement or not performed any obligation contained in it, he or she should first complain either to the Agent or directly to the Association in writing giving details of the breach or non-performance.

If the Association fails to deal with the complaint or in the Tenant's view, continues not to comply with the Agreement, the Tenant can obtain advice and information about his or her remedies at law from a local Citizens' Advice Bureau or law centre or from a solicitor.

The Property which is the subject of this tenancy is held by a charity.

I, _____ (the Tenant) acknowledge that the Association or its Agent will collect personal information about myself and other family members, whom I am legally responsible for, during the course of this tenancy agreement.

I confirm that the Association may use any such personal information collected, or disclose the same to relevant bodies, for the purpose of protecting the Associations rights, the rights of myself and other family members, other local residents or for the benefit of the community in general. This statement of use shall not affect any additional rights of the Association to use or disclose the personal data or any rights that I may have in relation to such data as allowed for by law.

Signed _____

Dated _____

The Association is subject to any guidance on housing management practice issued by Welsh Assembly Government and this Tenancy is one to which the Tenants' Guarantee applies.

