

# THIS TENANCY AGREEMENT IS BETWEEN

**Name and address of Landlord** the Development Initiative for Slough Housing Company Ltd .  
(hereinafter referred to as D.I.S.H. Ltd)  
of **Address, address, address, address**

**Name of Tenant** **Tenant Name tenant Name**  
  
(in the case of Joint Tenants, the term 'Tenant' applies to each of them and the names of all Joint Tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement).

**Address** in respect of  
  
**Address, address, address, address**  
(‘the Premises’)

**Description of Premises** which comprises of **type of property**

**Managing Agents on behalf of the Landlord** **SLOUGH BOROUGH COUNCIL**  
**Neighbourhood Services, St Martins Place, 51 Bath Road,**  
**Slough, Berkshire, SL1 3UF**

**Section 48 Landlord and Act 1987** The Landlord gives the tenant Notice that any notices (including notices in proceedings) can be served upon the Landlord at the Managing Agent’s address stated above.

**Date of start of Tenancy** The Tenancy begins on

## **Date inserted**

and is an assured weekly tenancy, the terms of which are set out in this Agreement.

## **FULL PARTICULARS OF ALL OCCUPIERS**

<b>FULL NAME</b>	<b>RELATIONSHIP TO TENANT</b>	<b>DATE OF BIRTH</b>
Tenant		DOB
Tenant 2		DOB
Occupant		DOB
Occupant		DOB
Occupant		DOB

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# GENERAL TERMS

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## 1. It is agreed as follows:-

### Payments for the Premises

- (1) The weekly payments for the Premises at the date of this Agreement shall be -

	£	p
Net rent	.....	
Service Charge	.....	
Rates/Community Charge*	.....	
Water Charge	.....	
<b>Total Payable</b>	<hr/>	

Rent shall be payable to the Managing Agent at the address set out above.

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

- (2) The payment of weekly rent and other charges as may be shown on the rent card, is due on or before the Friday of the second week of each collection period shown on the rent card.

### Services

- (3) The D.I.S.H. Ltd shall provide the following services in connection with the Premises for which the Tenant shall pay a Service Charge\*
- .....
- .....
- .....

### Charges in rent

- (4) The Managing Agents may from time to time on giving to the tenant, under the hand of its Borough Housing Officer for the time being, seven days notice in writing, vary the rent and or rates, or other charges for the provision of services. The revised rent shall be the amount specified in the notice of increase unless the Tenant exercises his/her right to refer the notice to a Rent Assessment Committee to have a market rent determined in which case the maximum rent payable for one year after the date specified in the notice shall be the rent so determined.

### Rates and other Charges

- (5) The Rates/Water/Community Charge payable by the Tenant shall be the actual amount payable for the Premises. Any increase or decrease in the amount of Rates/Water/Community Charge \* payable by the Tenant is due immediately upon receipt of written notice served by the Managing Agent.

### Altering the Agreement

*\* delete if not applicable*

- (6) With the exception of any changes in rent, rates or charges, this Agreement may only be altered by the agreement in writing of both the Tenant and the Managing Agent.

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## **D.I.S.H. LTD'S OBLIGATIONS**

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- 2. D.I.S.H. LTD agrees, through the services of its Managing Agent:**
- Possession** (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.
- Tenant's right to occupy** (2) Not to interrupt or interfere with the Tenant's right peacefully 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 D.I.S.H. Ltd possession by ending the Tenancy.
- Rates and Other Charges** (3) To pay to the respective local authority and water authority any amounts due to them and collected from the Tenant by way of Rates and other charges \*.
- Repair of Structure and Exterior** (4) To keep in good repair, the structure and exterior of the Premises including -  
(i) drains, gutters and external pipes;  
(ii) the roof;  
(iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;  
(iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;  
(v) chimneys, chimney stacks and flues but not including sweeping;  
(vi) pathways, steps or other means of access;  
(vii) plasterwork;  
(viii) integral garages and stores;  
(ix) boundary walls and fences.
- Repair of Installations** (5) To keep in good repair and proper working order any installations provided by D.I.S.H. Ltd for space heating, water heating and sanitation and for the supply of water, gas and electricity, including -  
(i) basins, sinks, baths, toilets, flushing systems and waste pipes;  
(ii) electric wiring including sockets and switches, gas pipes and water pipes;  
(iii) water heaters, fireplaces, fitted fires and central heating installations.
- Repair of Common Parts** (6) 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.
- External decorations** (7) To keep the exterior of the Premises and any common parts in a good state of decoration.
- Tenants' Guarantee** (8) To provide the Tenant with information on its housing management policies and to consult the Tenant on housing management matters of significant importance.
- \* delete if not applicable*

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## TENANT'S OBLIGATIONS

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- 3. The Tenant agrees:-**
- Possession** (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.
- Rent** (2) To pay the Rent and other charges by the due dates shown on the rent card.
- Use of Premises** (3) 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 Managing Agents.
- Nuisance** (4) Not to cause or allow members of his/her household or invited visitors to cause a nuisance or annoyance to neighbours or other tenants of D.I.S.H. Ltd.
- Racial and other harassment** (5) Not to commit or allow members of his/her household or invited visitors to commit any form of harassment on the grounds of race, colour, 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.
- Noise** (6) Not to play or allow to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises between the hours of 11.00pm and 7.30am.
- Pets** (7) To keep under control any animals kept at the Premises and ensure they do not cause a nuisance or annoyance to neighbours.
- 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.
- Damage** (9) To make good any damage to the Premises or D.I.S.H. Ltd'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 D.I.S.H. Ltd carrying out such works in default.
- Reporting Disrepair** (10) To report to the Managing Agents promptly any disrepair or defect for which the D.I.S.H. Ltd is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts.
- Access** (11) To allow the Managing Agents' employees or contractors acting on behalf of the Managing Agents 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 Managing Agents will normally give at least 24 hours' notice but immediate access will be required in an emergency).

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## TENANT'S OBLIGATIONS (contd.)

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- Assignment** (12) Not to assign the Tenancy except in furtherance of a Court Order made under Section 24 of the Matrimonial Causes Act 1973 or with the written consent of the Managing Agents when exercising the right to exchange set out in 5(6) below.
- Lodgers and Sub-letting** (13) Before taking in any lodger or sub-letting any part of the Premises, to inform the Managing Agents of the name, age and sex of the intended lodger or sub-tenant and of the accommodation they will occupy.
- Assured Sub-tenancies prohibited** (14) Not to grant an assured sub-tenancy of any part of the Premises.
- Ending the Tenancy** (15) To give the Managing Agents at least 4 weeks'/one calendar month's \* notice in writing when the Tenant wishes to end the Tenancy.
- Moving Out** (16) To give D.I.S.H. Ltd vacant possession and return the keys of the Premises at the end of the Tenancy to the Managing Agents and to remove all furniture, personal possessions and rubbish and leave the Premises and D.I.S.H. Ltd's fixtures and fittings in good lettable condition and repair. D.I.S.H. Ltd accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.
- Moving Out** (16) To give D.I.S.H. Ltd vacant possession and return the keys of the Premises at the end of the Tenancy to the Managing Agents and to remove all furniture, personal possessions and rubbish and leave the Premises and D.I.S.H. Ltd's fixtures and fittings in good lettable condition and repair. D.I.S.H. Ltd accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

\* *delete if not applicable*

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## TENANT'S RIGHTS

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- 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 D.I.S.H. Ltd for the duration of this Tenancy(except for the obligation contained in this Agreement to give access to the Managing Agents' 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 tenant so long as he/she occupies the Premises as his/her only or principal home. D.I.S.H. Ltd can only end the Tenancy by obtaining a Court Order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988. D.I.S.H. Ltd agrees that it will not give less than four weeks' notice in writing of its intention to seek a possession order. D.I.S.H. Ltd will only use the following grounds to obtain an order for possession -
- (i) the Tenant has not paid the Rent which is due; (Ground 10)
  - (ii) the Tenant has broken, or failed to perform, any of the conditions of this Tenancy; (Ground 12)
  - (iii) the Tenant or anyone living in the Premises has caused damage to, or failed to look after the Premises, the building or any of the common parts; (Ground 13)
  - (iv) the Tenant or anyone living in the Premises has caused nuisance or annoyance to neighbours, or has been responsible for any act of harassment on the grounds of race, colour, sex or disability, or has been convicted of using the property for immoral or illegal purposes; (Ground 14)
  - (v) where the Tenancy has devolved under the will or intestacy of the Tenant subject to the provisions of Clause 4(4) (succession to a spouse) and 6 (succession to family members); (Ground 7)
  - (vi) suitable alternative accommodation is available to the Tenant, provided that in addition D.I.S.H. Ltd can show; (Ground 9)
    - (a) that vacant possession is necessary to carry out work to the Premises, or
    - (b) that the Premises are needed for someone who requires the special amenities or services provided and the Tenant no longer does so, or
    - (c) that the Tenant is a Successor as defined in 6(iv) other than a spouse in whom the Tenancy has vested in accordance with 4(4) and is under-occupying the Premises.
- Cessation of assured tenancy** (3) If the Tenancy ceases to be an assured tenancy D.I.S.H. Ltd may end the Tenancy by giving four weeks' notice in writing to the Tenant.
- Succession to a Spouse** (4) On the death of the Tenant (where the Tenancy is held by one person) this Tenancy will vest in the Tenant's spouse under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

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## TENANT'S RIGHTS (contd.)

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### 5. By way of further rights, D.I.S.H. Ltd agree:-

that the provisions of Sections 92-94, 96-99, 104-106 and Schedule 3 of the Housing Act 1985 shall be deemed to apply to this Tenancy. These rights are summarised below:

- Right to take in lodgers and sub-let** (1) Subject to 3(14) and 3(15) above, the Tenant may take in any persons as lodgers or may with the consent in writing of the Managing Agents sub-let part of the Premises provided that the Tenant may not grant an assured sub-tenancy.
- Right to make improvements** (2) The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to, or alterations in, D.I.S.H. Ltd's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Managing Agents and all other necessary approvals (for example, planning permission or building regulations approval). The Managing Agents will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a satisfactory standard. Failure to comply with the Managing Agents' conditions will be treated as a breach of the Tenant's obligations under this Tenancy.
- Right to Consultation** (3) D.I.S.H. Ltd will consult the Tenant before making changes in matters of housing management or maintenance which are likely to have a substantial effect on the Tenant.
- Right to Information** (4) The Tenant has a right to information from D.I.S.H. Ltd about the terms of this Tenancy and about D.I.S.H. Ltd's repairing obligations and its policies and procedures on tenant consultation, housing allocation and transfers.
- Right to Exchange** (5) The Tenant has the right to exchange this Tenancy by assignment with that of another tenant of a registered housing association or a local authority or new town subject to the prior written consent of the Managing Agents, which shall only be withheld on specified grounds.

### 6. D.I.S.H. Ltd also agrees that:-

#### Right of succession to a member of the family

On the death of the Tenant, provided that the Tenant was not a Successor -

- (i) if the Tenancy does not vest in the Tenant's spouse under 4 (4) above, subject to 6(iii) it shall be deemed to be assigned to another member of the Tenant's family who has resided with the Tenant throughout the period of twelve months ending with the Tenant's death and who occupied the premises as his or her only or principal home at the time of the Tenant's death;
- (ii) if in (i) above, there is more than one member of the Tenant's family qualified to succeed to the Tenancy, they should agree between them which of them shall claim it or, if they cannot agree, each may claim in which case D.I.S.H. Ltd shall decide to whom the Tenancy shall be deemed to be assigned;

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## **TENANT'S RIGHTS (contd.)**

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- (iii) all claims to succeed to the Tenancy must be made to the Managing Agents in writing within one month of the death of the Tenant. The Managing Agent shall notify all claimants of the name of the person to whom the Tenancy shall be deemed to be assigned;
- (iv) for the purposes of this Agreement a Successor shall be -
  - (a) a spouse in whom the Tenancy was vested under the provisions of the Housing Act 1988
  - (b) a person to whom this Tenancy shall be deemed to be assigned under the provisions of this clause
  - (c) a person who was a Joint Tenant and has become a Sole Tenant.



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**Signed** on behalf of the  
Managing Agents acting for the D.I.S.H. Ltd .....

**Signed** by the Tenant .....

.....

**Date** **Insert date**

If the Tenant feels that D.I.S.H. Ltd has broken this Agreement or not performed any obligation contained in it, he or she should first complain to the Managing Agent, in writing giving details of the breach or non-performance. If D.I.S.H. Ltd fails to deal with the complain 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.