

Appendix 12

Draft Target Rents Tenancy Agreement

Assured Tenancy Agreement

This is a tenancy agreement between Notting Hill Housing Trust which is registered with the Tenant Services Authority under Section 3 of the Housing Act 1996 and



1 Tenant(s)

This tenancy is an assured tenancy which is not an assured shorthold tenancy.

2 Details of property

Address

 (Premises)

Description

Garden

which forms part of the building known as

3 Tenancy dates

This Tenancy Agreement is granted for a short fixed term and thereafter the Tenant(s) will become the statutory periodic tenant(s) of the Premises pursuant to section 5 of the Housing Act 1988 ("The Act"). This means that this Tenancy Agreement will continue as a periodic tenancy until and unless it is ended in accordance with the Act or with the terms of this Tenancy Agreement.

The date set out in the box below is the Start date of this Tenancy Agreement. The Start Date may be any day of the week.

Start Date:

The Fixed Term of this Tenancy Agreement runs from the Start Date until Sunday: ("the End Date", being the Second Sunday after the Start Date).

The Fixed Term is: days.

The Start Date is the date on which this Tenancy Agreement begins. On the Start Date the Premises will be available for the Tenant(s) to move into and on the Start Date the Tenant(s) will become liable for the Rent and Other Charges under this Tenancy Agreement as set out at clause 6 below.

4 Service of notices

In accordance with provisions of Section 48 of the Landlord and Tenant Act 1987 we hereby give you notice that our address in England and Wales at which notices (including notices in proceedings) may be served on us by you is Bruce Kenrick House, 2 Killick St, King's Cross, London, N1 9FL.

Any legal notice, or any other communication arising from the agreement, shall be validly served on the Tenant if posted or delivered to the Premises.

5 With the exception of any changes in rent or charges, this Agreement may only be altered by the agreement in writing of both the Tenant and the Trust.

6 Rent and Other Charges

This section of the Tenancy Agreement contains the provisions relating to the amount of rent and other charges payable by the Tenant(s) to the Landlord under the Tenancy Agreement.

6.1 Rent and Other Charges in the Fixed Term

The rent and other charges for the Fixed Term are payable in two instalments in respect of two periods.

1: The First Period of the Fixed Term is from the Start Date up to and including the first Sunday after the Start Date being a period of days.

2: The Second Period of the Fixed Term is the week from the first Monday after the Start Date until the End Date. (see section 3 above).

6.1.1 Rent and Other Charges due in the First Period

The amount of Rent and Other Charges due in the First Period have been calculated on a pro-rata basis by calculating a daily amount from the weekly sums due in the Second Period and multiplying that daily amount by the number of days between the Start date and the first Sunday after the Start Date.

(1) Rent	<input type="text"/>
(2) Service Charge	<input type="text"/>
(3) Other Charges	<input type="text"/>
Total Rent and Other Charges in the first period	<input type="text"/>

The Total Rent and Other Charges for the First Period of the Fixed Term are payable on the date on which this Tenancy Agreement is signed or on the Start Date whichever is the earlier.

6.1.2 Weekly Rent and Other Charges due in the Second Period

The amount of Rent and Other Charges due in the Second Period of the Fixed Term are calculated weekly

(1) Weekly Rent	<input type="text"/>
(2) Weekly Service Charge	<input type="text"/>
(3) Weekly Other Charges	<input type="text"/>
Total Weekly Rent and Other Charges in the second period	<input type="text"/>

The Total Rent and Other Charges for the Second Period of the Fixed Term are payable on the first Monday after the Start Date.

6.2 Weekly Rent and Other Charges

After the Fixed Term the rent and other charges are payable weekly in advance each Monday.

(1) Weekly Rent	<input type="text"/>
(2) Weekly Service Charge	<input type="text"/>
(3) Weekly Other Charges	<input type="text"/>
Total Weekly Rent and Other Charges	<input type="text"/>

6.3 Varying the Rent and Other Charges

The Trust may increase the Total Weekly Charges (including the service charges and other charges) in accordance with the provisions of section 13 of the Act, or such other statutory provisions relating to the increase of the rent of Assured Tenancies as are in force.

The Trust may decrease the Weekly Net Rent, the Weekly Service Charges and/or the Weekly Other Charges by giving the Tenant(s) not less than four weeks written notice of any such decrease.

7 Signature of the Tenant(s)

I/We have read, understood and accepted the Conditions of Tenancy on pages 4, 5, & 6.

Signed for Notting Hill Housing Trust

Date

Conditions of the Tenancy

This Tenancy Agreement is a legal contract. Both the Trust and the Tenant accept certain responsibilities and have certain rights. These are set out separately under A and B below. In the case of joint tenants, the term "Tenant" applies to each of them and each Tenant individually has the full responsibilities and rights set out in this Agreement.

A. The Trust agrees:

1. 1. Not to interfere with or disturb the Tenant's quiet occupation of the Premises.
2. To decorate the outside and common parts (if any) of the Building in accordance with its regular maintenance programme.
3. To keep in good repair the structure and exterior of the Premises including drains, gutters and external pipes; the roof; outside walls, doors, windowsills, window catches, sash cords and window frames; internal walls, floors and ceilings, doors and door frames; door hinges and skirting boards; chimney stacks and flues; plasterwork; pathways, steps, boundary walls and fences; and to take all reasonable steps to have any defects which are reported by the Tenant investigated and appropriate repairs undertaken as soon as is reasonably possible.
4. To keep in good repair and proper working order any installations provided by the Trust for space heating, water heating and sanitation and for the supply of water, gas and electricity, including basins, sinks, baths, toilets, flushing systems and waste pipes; electric wiring including sockets and switches, gas pipes and water pipes; water heaters, fitted fires and central heating installations.
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.
6. To make good any damage to the interior of the Premises or possessions of the Tenant arising out of the inspection of the Premises or from the carrying out of any work by the Trust or its staff or a contractor engaged by the Trust. This is subject to the Tenant agreeing to support and assist the Trust in recovering from the contractor the cost of making good any such damage.
7. That the Tenant has the right to have certain repairs carried out by the Trust which, if not carried out within a specified period, are likely to jeopardise the health, safety or security of the Tenant and that if it fails to do so the Trust will pay compensation subject to the terms of such Right to Repair regulations as may be at that time specified by the Tenant Services Authority.
8. That the Tenant may make improvements to the Premises provided the Trust has given prior written permission. The Trust will pay compensation at the end of the tenancy for qualifying improvements subject to the terms agreed at the time permission is given.
9. To keep the Premises insured against damage by fire and other risks covered by a normal building policy subject to any excess that the Trust shall think fit to accept and in the event of any damage occurring to use the money for the repair and/or replacement of the Premises and/or the Building. Nothing in this clause shall prevent the Trust from recovering from the Tenant the cost of repairs arising from the Tenant's neglect or misuse.
10. To allow the Tenant to exchange his/her tenancy with another tenant subject to both landlords' prior written agreement.

11. On the death of the Tenant (where the tenancy is held by one person who is not a successor) this tenancy will pass to the deceased Tenant's spouse or civil partner or anyone living with the tenant as his or her wife or husband or civil partner provided that he/she occupies the Premises as his/her only or principle home at the time of the Tenant's death. Where there is no such succession a member of the Tenant's family who has been living with the Tenant at the Premises for the year immediately preceding the Tenant's death would be entitled to succeed.
 12. To provide the Tenant with information on its housing management policies as required by the guidance issued by the Tenant Services Authority (the Tenant's Guarantee) under the provisions of Section 36 of the Housing Act 1996 and to consult with the Tenant on changes in housing management policy and practice that will substantially affect him/her.
- B. The Tenant agrees:**
1. To use the Premises for residential purposes as his/her principal home.
 2. To pay the Landlord the Total Rent and other charges and the Total Weekly Rent and other charges as set out in paragraph 6 of this Tenancy Agreement as and when the same falls due.
 3. To keep the interior of the Premises in a proper state of decoration and to keep all the internal fixtures and fittings in good order.
 4. To replace where necessary fuses, elements and tubes for gas and electric fires, plugs for sinks and baths, WC seats and to be responsible for other minor "running repairs" and to pay the cost of repairing or replacing any items damaged through neglect or misuse.
 5. To keep any communal areas shared with other tenants clean and tidy and free from obstruction except that the tenant shall not be liable for cleaning any areas for which such cleaning is provided in the service charge schedules (if any) attached to this Agreement.
 6. To maintain any garden or yard or other outside part of the Premises in a clean and tidy condition.
 7. Not to make any alterations or additions to any part of the Premises without first obtaining the Trust's written permission, which shall not be unreasonably withheld.
 8. Not to commit or allow the Tenant's guests, lodgers, sub-tenants or members of the Tenant's household to commit on the Premises or on any part of the common parts or in the vicinity or neighbourhood of the Premises any acts which cause a nuisance or disturbance to any person or any acts of harassment (whether racial, sexual or otherwise) of any person.
 9. Not to use or threaten to use any violence which prevents or is likely to prevent a member of his/her household from continuing peaceably to live on the Premises.
 10. Not to use or allow or cause to be used any threatening, violent or aggressive language or behaviour against any employee, agent or contractor of the Trust.
 11. Not to assign, sublet or part with possession of the whole of the Premises other than by exchange under clause A10 above or by a court order under Section 24 of the Matrimonial Causes Act 1973.
 12. Not to sublet or part with possession of part of the Premises without the Trust's written permission (which shall not be unreasonably withheld) and not to grant an assured sub-tenancy of any part of the Premises. In any application for such permission, to provide to the Trust a written statement of the names, sexes, ages and family composition of the proposed subtenants, together with full information about the amount of rent they are to be charged and the part of the Premises they are to occupy.
 13. To inform the Trust in writing of the name of any lodger to be taken in.
 14. To use the Premises for residential purposes as his/her principal home and not to operate a business from the Premises without the written permission of the Trust.

15. To obtain the Trust's written permission before keeping any pets or animals in the Premises.
 16. To report as soon as possible to the Trust any defects in the condition of the Premises or Building which are the responsibility of the Trust.
 17. On being given reasonable notice to allow the Trust's staff or agents to enter and inspect any part of the Premises or to carry out any repairs or other works.
 18. That he/she and any other member of the Tenant's household and visitors shall observe such regulations relating to the estate of which the Premises form a part as may from time to time be laid down for the good management of the estate.
 19. To pay for all utilities, including but not exclusively gas, electricity, heat, and water. Payments are to be made to the utility provider, NHHT or any other agent appointed by or on behalf of NHHT or by or on behalf of the utility provider.
 20. At the end of the tenancy to give up the Premises in a good state of decoration and repair, clear of any furniture, goods, or refuse and to authorise and pay for the removal and disposal by the Trust of any furniture, goods or refuse left behind.
- C. This tenancy may be brought to an end by the Tenant on giving four weeks' notice to the Trust expiring on a Monday.
- D. 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. The Trust 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.

Service charge and other charge schedules

The service charge shown on page 2 is used to provide the following services:

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The other charge shown on page 2 is used to provide the following:

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Inventory of furnishings

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