

DATED 2005

WIRRAL BOROUGH COUNCIL

- and -

WIRRAL PARTNERSHIP HOMES LIMITED

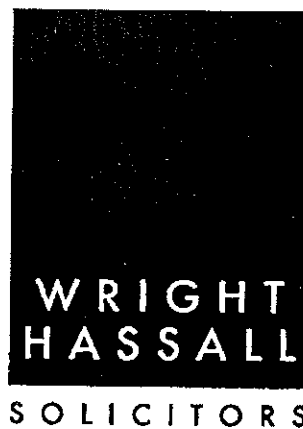
-and-

WIRRAL PARTNERSHIP HOMES (BUILDING SERVICES) LIMITED

-and-

BEECHWOOD AND BALLANTYNE COMMUNITY HOUSING ASSOCIATION
LIMITED

TRANSFER CONTRACT



This is the Agreement appended to the statement of consent
given to Wirral Borough Council on 4 February 2005

9 Clarendon
Leamington
Warwick
CV32 5

(01926 886688)
e-mail@wrighthassall.co.uk

Office of the Deputy Prime Minister

Simon Hewell



body



INVESTOR IN PEOPLE

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IT IS AGREED:

1. DEFINITIONS

- 1.1 In this Agreement and the Schedules hereto the following words and phrases shall where the context so admits have the following meanings:-

"Ancillary Property"

shall mean that part of the Property briefly described in Part II of the First Schedule and any part thereof;

"Assured Tenancy Agreement"

shall mean tenancy agreements to be offered to all Qualifying Tenants after the Completion Date substantially in the form set out in the Thirteenth Schedule hereto;

"Beechwood"

shall mean Beechwood and Ballantyne Community Housing Association Limited whose registered office is situate at 2 Beechwood Drive, Beechwood, Birkenhead, Merseyside CH43 7ZU;

"Beechwood Property"

shall mean the property transferred to Beechwood by the Council as at the date hereof;

"Beneficiaries"

shall mean the Beneficiaries as defined in the Security Trust Deed and reference to a Beneficiary shall be a reference to any one Beneficiary;

"Business Day"

shall mean Monday to Friday between 09.00 and 17.00 in any week except public holidays;

"Car Leases"

shall mean the operating leases for vehicles made available by the Council to certain Transferring Employees (particulars of which cars and leases are set out in Part IV of the Fourth Schedule);

"Car Loans"

shall mean certain loans made by the Council to certain Transferring Employees for the purposes of assisting them to purchase cars (particulars of any such loans are set out in Part III of the Fourth Schedule);

"Qualifying Tenant"

shall mean a secure tenant within the meaning of Section 79 of the Housing Act 1985 or an introductory tenant within the meaning of Section 124 of the Housing Act 1996 of any Dwelling as at the Completion Date in respect of whom there is in force no outstanding order of the Court for possession and/or no subsisting valid notice of intention to seek possession and/or no subsisting valid notice to terminate (introductory tenants) PROVIDED THAT any secure or introductory tenant of any Dwelling who is not a Qualifying Tenant as at the Completion Date shall if he/she has the possession order discharged or the notice of intention to seek possession withdrawn or notice to terminate withdrawn subsequently qualify to be a Qualifying Tenant and in such circumstances such qualification shall be retroactive to the Completion Date;

"Qualifying Works"

shall have the same meaning as in the Development Agreement (as amended from time to time in accordance with the provisions of that agreement);

"Refinancing Agreement"

shall mean any agreement or agreements from time to time relating to any refinancing and/or restructuring of all or part of the principal amount available under the Loan Agreement including for the avoidance of doubt an issue of loan debenture stock or Eurobonds or any refinancing using capital market products;

"Registered Social Landlord"

shall mean a registered social landlord registered with the Housing Corporation pursuant to Part I of the Housing Act 1996;

"Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and EC Council Directive 77/187 (as amended);

"Relevant Documents"

shall have the same meaning given to it in the Security Trust Deed and includes for the avoidance of doubt the Loan Agreement and Finance Documents;

"Retained Land"

means the land retained by the Council shown coloured green on the Plans being land to be retained by the Council;

ground rent and service charges either due on or after the Completion Date and/or in respect of the Arrears shall be for the account and benefit of the Company and shall be paid to the Company by the Council as quickly as possible but not later than 14 days after receipt of payment by the Council and in any event the Council will notify the Company on receipt of payment within 5 Business Days of receipt.

- 9.9 The Council hereby warrants to the Company that the Arrears to be assigned to the Company pursuant to this Clause 9 are properly due and payable and are collectable as rent and/or service charge arrears and further that the Council has not assigned to a third party any rights with regard to the Arrears.
- 9.10 The Council hereby further warrants to the Company that the amount of all Arrears (including overpayments of Housing Benefit) does not exceed £2,700,000
- 9.11 The Council warrants to the Company that the Council has served all requisite notices under Section 20 Landlord and Tenant Act 1985 on existing tenants in relation to any outstanding service charges assigned or apportioned in accordance with the terms of this Agreement.

10. PROVISIONS OF NEW ASSURED TENANCY AGREEMENT

Following the Completion Date the tenancies under which the secure and introductory tenants of the Dwellings occupied the same immediately prior to the Completion Date will become assured tenancies. The Company HEREBY COVENANTS with the Council that notwithstanding the provisions in the Housing Act 1988 (as amended) that relate to assured tenancies the Company will as soon as is practicable and in any event no later than 6 months after the Completion Date offer to all Qualifying Tenants Assured Tenancy Agreements which shall be substantially in the form set out in the Thirteenth Schedule PROVIDED ALWAYS that if any Qualifying Tenant does not sign and return to the Company such an Assured Tenancy Agreement then insofar as it relates to the additional rights and protections given to the Qualifying Tenant and referred to in the form of Assured Tenancy Agreement, the Company shall in relation to such a tenant act as if such an Assured Tenancy agreement had been signed and returned by that Qualifying Tenant. In the event of any non-compliance the Company shall be entitled to take such action in the Courts or otherwise as the law allows whether on the basis of the Assured Tenancy Agreement or otherwise.

11. SERVICE COSTS AND APPORTIONMENTS

- 11.1 Save as otherwise expressly provided herein, the Council shall pay for all works done and services provided up to and including the day before the Completion Date in respect of services provided for the Property and the tenants thereof in accordance with the terms of the Tenancies and otherwise

DEED OF COVENANT BY THE COMPANY

THIS DEED OF COVENANT is made the 7TH day of February 2005

BETWEEN

- (1) WIRRAL BOROUGH COUNCIL of The Town Hall, Brighton Street, Wallasey, CH44 8ED (the "Council"); and
- (2) WIRRAL PARTNERSHIP HOMES LIMITED whose registered office is situate at Westminster House, Hamilton Street, Birkenhead, Merseyside CH41 5FN (the "Company").

NOW THIS DEED WITNESSETH as follows:-

I INTERPRETATION

1.1 Definitions

In this Deed where the context so admits the following words and phrases shall have the following meanings:-

"Borough "

means the administrative area of the Wirral Borough Council from time to time

"Event of Default"

shall have the meaning given to it in the Loan Agreement and/or any event of default howsoever described under any Refinancing Agreement and/or any Relevant Document or an Enforcement Event as defined in the Security Trust Deed

"Preserved Right To Buy"

means the rights of tenants to buy their Dwellings pursuant to the provisions of The Housing (Preservation of Right to Buy) Regulations 1993;

"Relevant Event"

means the occurrence of an event of Force Majeure or a change in law which imposes materially different and more onerous requirements on the Company which the Company has demonstrated to the satisfaction of the Council (acting reasonably) is likely to occasion an Event of Default or potential event of default;

"Tenant"

shall mean a Qualifying Tenant (as defined in Clause 1.1 of the Transfer Contract) and any successors to such Tenants who succeed to a Tenant's Dwelling pursuant to the terms of the tenancy agreement issued to such Tenants in accordance with Clause 10 of the Transfer Contract;

"Tenancy Agreement"

shall mean the tenancy agreement issued to Tenants pursuant to Clause 10 of the Transfer Contract.

"Transfer Contract"

means the agreement of even date herewith and made between the Council (1) and the Company (2) and any contract, deed or instrument entered into under or in connection therewith or which is supplemental thereto;

The terms "Loan Agreement" "Refinancing Agreement" "Security Trustee" "Security Trust Deed" "Finance Document" "Relevant Document" "Beneficiary" and "Finance Party" shall have the meanings given to such terms in the Transfer Contract.

- 1.2 Words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations.
- 1.3 Reference to any statutory provisions or instruments shall be deemed to include reference to any such provisions or instruments as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations under such provisions.
- 1.4 References to a Clause or a Schedule shall be deemed to be references to a clause of or a schedule to this Deed and references to a sub-clause shall be deemed to be references to a sub-clause of the clause in which the reference appears.
- 1.5 Words and expressions defined in the Transfer Contract have the same meanings in this Deed.
- 1.6 In this Deed clause headings are included for ease of reference only and shall not affect this Deed or the interpretation hereof.

2. COVENANTS

- 2.1 In consideration of the completion by the Council of the transaction contemplated by the Transfer Contract the Company HEREBY COVENANTS with the Council in the terms set out in the Schedule.
- 2.2 Each of the covenants shall be construed as a separate covenant and shall not be limited or restricted by reference to or inference from the terms of any other covenant or any clause of this Deed or the Transfer Contract.
- 2.3 In the event of any material breach of any of the covenants set out in the Schedule the Council may serve upon the Company notice of the breach and if within a period of twenty eight (28) days following service of such notice (or such other period as the parties may agree) the said breach has not been remedied or is not capable of remedy the Council shall be entitled to claim damages for such breach from the Company PROVIDED THAT and it is hereby agreed that the Council will not commence action to enforce any of the

covenants where any default relates to a Relevant Event and/or where the Company shall have demonstrated to the satisfaction of the Council (acting reasonably) that compliance with the said covenants would or would be likely to occasion an Event of Default or potential event of default would have a material adverse effect on the business, assets or financial standing of the Company or its ability to perform its obligations including but not limited to its financial obligations including its obligations under the Security Trust Deed and/or Loan Agreement and/or any Relevant Document and/or any Finance Document and/or any Refinancing Agreement provided always that the Council and the Company shall agree a revised programme for the completion of the work or the compliance with the relevant covenants and failure to comply with such new revised programme shall, itself, be deemed to be a breach.

2.4 The parties hereby declare that the covenants and agreements of the Company in the Schedule are of a special and unique character and the parties acknowledge that money damages alone may not reasonably or adequately compensate the Council for any breach of such covenants or agreements and the Company and the Council HEREBY EXPRESSLY AGREE that in the event of a breach or threatened breach of any such covenants or agreements in addition to any other rights or remedies the Council may have, in law, in equity, or otherwise (including, for the avoidance of doubt any remedies under Clause 2.3 above), the Council shall be entitled to injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such covenants and agreements.

2.5 The Council declares that it holds the benefit of Paragraphs 3, 5, 9, 10 and 11 of Schedule 1 in trust for each and every Qualifying Tenant with the intent that it may enforce this undertaking for the benefit of each and every Qualifying Tenant PROVIDED ALWAYS THAT:

2.5.1 The Council undertakes to act reasonably in determining whether and if so how to exercise its powers under the said trust; and

2.5.2 The Council shall not bring any claim against the Company under the said trust without first notifying the Company of its intentions to do so and affording the Company a reasonable opportunity to respond and where appropriate rectify or remedy the subject matter of the said claim.

2.6 Wherever possible, the Council shall consult with the Company before commencing any action under this Deed.

3. **REMEDIES FOR BREACH**

3.1 Any remedy conferred on the Council for the breach of any covenant shall be in addition and without prejudice to all other rights and remedies available to it and the exercise of or failure to exercise any remedy shall not constitute a waiver by the Council of any of its other rights and remedies.

4. **AGREEMENT**

4.1 The provisions of this Deed are personal to the Council (and any successor body of the Council) the Company (and any successor body of the Company which is a social landlord registered under Part 1 of the Housing Act 1996) but shall not bind any mortgagee or chargee (including the Security Trustee and/or any Beneficiary and/or any Finance Party) of the Company or successor body or its or their successors in title or successors of the Property or any receiver appointed by any such mortgagee or chargee nor any successors in title or of the Property of any such mortgagee, chargee or of the Company or such successor body acting through such receiver.

5. **DISPUTE RESOLUTION**

5.1 In the event that any dispute arises between the Council and the Company the parties shall attempt to resolve such dispute in accordance with the Dispute Resolution procedure appearing in the Transfer Contract at clause 23. For the avoidance of doubt the provisions of this clause shall not extend to any dispute or difference arising between the parties hereto and

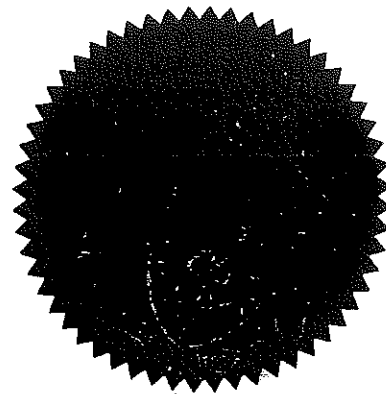
the Security Trustee and/or any Beneficiary and/or any Finance Party out of or in connection with this Deed.

6. NOTICES

- 6.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of the Council to its Chief Executive at the Council Offices at Town Hall, Brighton Street, Wallasey, CH44 8ED or in the case of the Company to its Chief Executive at Westminster House, Hamilton Street, Birkenhead, Merseyside CH41 5FN or to such other addresses as either party may from time to time notify to the other in accordance with the provisions of this Clause.

IN WITNESS WHEREOF the presents have been executed by the Company as a Deed and delivered on the day and year first before written.

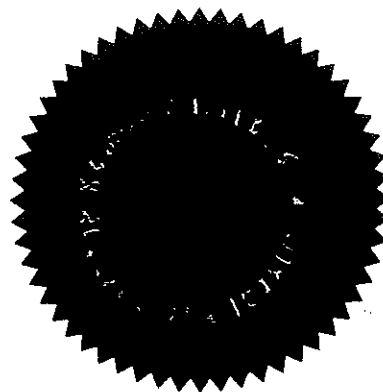
THE COMMON SEAL of)
WIRRAL BOROUGH COUNCIL)
was hereunto affixed in the presence of:)



NUMBER IN SEAL BOOK - 40128

..... CJD Hughes
Authorised Signatory

THE COMMON SEAL of)
WIRRAL PARTNERSHIP HOMES LIMITED)
was hereunto affixed in the presence of)



..... M. A. Spence
Director

..... P. McEnty
Director/Secretary

THE SCHEDULE

Covenants by the Company

1. Application of Surpluses

Subject to any statutory requirement affecting the Company and the requirements of the Security Trustee and/or any Beneficiary and/or any Finance Party or other funder and the obligations of the Company in connection with any debenture loan agreement or refinancing agreement, to use all rental income and all receipts from the Property including any sales of any part thereof (except as otherwise provided in the Transfer Contract) in the management, maintenance, repair, modernisation and improvement of the Property and to pay all other proper and reasonable expenses relating to the Property including the payment of interest and the repayment of capital borrowed to acquire and/or improve and maintain the Property and otherwise for the provision and management of social housing primarily in the Borough and other related purposes as may from time to time be permitted in accordance with the Company's Memorandum and Articles of Association PROVIDED THAT nothing in this paragraph shall prevent the Company from using the Property either alone or in conjunction with other property as security to facilitate its permitted objects or to provide guarantees and/or indemnities in relation to any liabilities of itself or any subsidiary or associated companies.

2. Rent Increases

- 2.1 From the completion Date to 31 March 2012 not to increase the rent payable by Qualifying Tenants by more than the amounts permitted in accordance with the Government's policy (as explained in Section 3 of the Consultation Document) in relation to the setting of rents for Dwellings.
- 2.2 Not to increase the rent payable by Qualifying Tenants other than in accordance with the Tenancy Agreement or otherwise where a Qualifying Tenant consents in writing to such increase.

3. Housing Corporation Requirements

3.1 Not to do or omit to do any act or thing which is likely to result in the cancellation or withdrawal of the Company's registration by The Housing Corporation and to comply with all reasonable or mandatory requirements of The Housing Corporation.

3.2 To observe and comply with the standards of service and rights for tenants and leaseholders set out in the Housing Corporation's Regulatory Code and Guidance and the Residents' Charter published from time to time (including any replacement publications) and comply with all reasonable or mandatory requirements of the Housing Corporation, made now or in the future.

4. Information and Liaison

For an initial period of five years from the Completion Date to attend quarterly liaison meetings with the Council and provide sufficient and necessary information reasonably required by the Council to satisfy itself that the Company is fulfilling its obligations under the Transfer Contract PROVIDED THAT the Company shall not be required to disclose any such information where despite using reasonable endeavours to obtain any applicable authorisations it is under a legal duty not to disclose such information

5. Homes

To participate in the Housing Organisations Mobility and Exchange Scheme (H.O.M.E.S) and the HOMESWAP Scheme.

6. **Compliance with Tenancies**

To observe and in all respects comply with the covenants and conditions contained or implied by statute in the Tenancy Agreement of the Property and to observe and in all respects comply with the Regulatory Code and Guidance and the Residents' Charter or any similar replacement guidance published from time to time by The Housing Corporation.

7. **Housing Allocation**

During selection procedures of tenants to act at all times reasonably and in accordance with the Company's Housing Allocation policy as may be in force from time to time and to consult with the Council on any changes to the Company's Allocation Policy having regard to any representations the Council may make.

8. **Consultation Promises**

Save and except for the commitment to carry out the Qualifying Works (which the Council shall undertake pursuant to clause 16.9 of the Transfer Contract) to comply with all promises and commitments made by the Council to former secure and introductory tenants of the Council occupying the Property as set out in the Consultation Document including meeting the Government's Decent Homes Standard within its timescales ^{as explained} (as explained ^{as amended from time to time} in Section 2 of the Consultation Document) PROVIDED ALWAYS that before commencing action in respect of any breach of this covenant the Council shall have regard as to whether the covenants in question are absolute or aspirational. ^{all m. as. CSB thinks}

9. **Security of Tenure**

- 9.1 The Company shall not seek to gain possession of any of the Dwellings occupied by Tenants on any grounds other than those set out in the Assured Tenancy Agreement notwithstanding that it may have a legal right to use other grounds for possession under the Housing Act 1988 (as amended by the Housing Act 1996), nor will it seek to gain possession in

relation to the succession by any person who has a right of succession under the Assured Tenancy Agreement or who would have had such right if the Assured Tenancy Agreement had not been varied save to the extent that possession proceedings are necessary to ensure the succession of such persons.

9.2 In the event that the Council receives notification from a Tenant that the Company is or is proposing to take proceedings for possession of the Tenant's Dwelling in breach of the Company's obligations in clause 9.1 the Council having made all necessary and reasonable enquiries and on being satisfied acting reasonably that this is the case shall immediately serve written notice upon the Company which notice shall ask the Company to confirm that it will withdraw any notices that have already been served or proceedings which have already commenced and that it will abide by its obligation contained in this Clause. The notice shall give the Company 21 days in which to respond or where proceedings are imminent such shorter period as is reasonable. If the Tenant's allegation that the Company is in breach is justified and the Company does not give the undertakings required by the Council's notice within the period set out in that notice the Company shall (without prejudice to any other remedies available to the Council):-

9.2.1 pay to the Council a sum equal to any reasonable losses suffered by the Tenant as a result of the breach of its obligation;

9.2.2 pay to the Council a sum equal to the costs and expenses reasonably and properly incurred by the Council in enforcing the obligations of the Company under this clause 9.2; and

9.2.3 in the event that the Tenant has already been evicted from the Tenant's Dwelling immediately make accommodation available to the Tenant which accommodation shall in so far as its size amenities and locality and the terms and conditions on which it is held be so far as possible the same as the Dwelling from which the Tenant was evicted.

- 9.3 The Council shall hold any monies recovered under Paragraph 9.2.1 above upon trust for the Tenant absolutely.

10. Consultation

- 10.1 The Company covenants for the benefit of each Tenant that it will consult with each Tenant on any changes in matters of housing management as if Section 105 Housing Act 1985 applied to the Tenancy Agreement.

11. Right to Buy for Successors

The Company shall subject to all statutory and other consents permit a tenant who has succeeded to the tenancy of a Tenant's Dwelling whether by statute or under the terms of the Tenancy Agreement to exercise a right to buy the Dwelling on such terms and in such manner as would apply if such Tenant had the preserved right to buy of a successor as defined by Section 171B(4)(a) of the Housing Act 1985 whether or not the tenant is in fact such a successor.

12. Amenity Land

- 12.1 To maintain all the amenity areas, play areas and grounds within the Property, ownership of which is the Company's and in particular (but without limitation) will ensure that the grass thereon is kept cut and in a tidy condition (to a standard to be determined from time to time by the Company which shall not be lower than the standard applied by the Council to other similar amenity areas within the vicinity of the Property) and that unless developed or put to some other proper use such areas are available for access and enjoyment at all times.
- 12.2 To permit local residents and occupiers and any other person with the consent of the Company to use and enjoy any of the amenities referred to in this paragraph 12 until they are rendered unavailable by reason of any subsequent development or change of use.

13. Right to Buys

- 13.1 The Council shall be entitled to the repayment of any discount arising under Section 155 of the Housing Act 1985 in respect of any grant of a lease of a flat forming part of the Property sold or demised by the Council pursuant to the Right to Buy prior to the Completion Date and the Company in its capacity as reversioner under any such leases of flats (details of which are set out in Paragraph B of Part II of the First Schedule to the Transfer Contract) shall notify the Council in writing of any circumstances of which it shall have knowledge that a disposal requiring a repayment of discount may have taken place. The Company shall forward to the Council any sum it shall receive in respect of repayment of such discount within 21 days of its receipt.

14 Records and Files etc

- 14.1 The Company will (subject to any confidentiality requirements):
- (a) Afford the Council, its agents and external auditors all reasonable and practicable information and assistance including access to records, files and other information as may reasonably be required by the Council to complete its final accounts, subsidy claims and other returns, and for the audit of those accounts and claims for the year end 2004/2005;
 - (b) Supply such information as is reasonably required by the Council in connection with the recovery of debts owed to it.

15. Annual Returns

- 15.1 The Company will provide to the Council the data reasonably required to enable the Council to:
- 15.2 Complete its annual HIP returns in respect of housing need and wider housing issues;

- 15.3 Assess housing needs as part of the development of the Council's housing strategy;
- 15.4 Complete any report in relation to homelessness required to be completed pursuant to the Housing Act 1996, Parts VI and VII.

16 Provision of Information

- 16.1 The Company shall use all reasonable endeavours to make its staff available during business hours to receive and to deal promptly and effectively with any reasonable queries raised by elected members and officers of the Council, the Members of Parliament for the constituent parts of the Borough, the Local Government ombudsman, the Council's auditors, the Best Value Inspectorate or any other government appointee or inspector.
- 16.2 The Company shall provide to the Council only such information from its Quarterly Monitoring Accounts (under items (i) - (vi) below) as is reasonably necessary for ensuring the proper administration and control of the Community Fund Deed and monitoring of the Company's compliance with the Transfer Contract:

- (i) The Trading Account showing actual performance against budget
- (ii) A report identifying major variations between actual and budgeted spend
- (iii) The Balance Sheet
- (iv) Actual Right to Buy Sales Schedule
- (v) The Treasury Management Activity Statement
- (vi) The amount of VAT Recovered for the period

provided that the Council shall comply with its obligations under clause 27 of the Transfer Contract in respect of such information and shall not be entitled to receive any information that is legally privileged or might compromise or prejudice any legal right or claim which the Company might have against the Council.

17. **NOMINATE BOARD AND SHAREHOLDING MEMBERS**

To provide to the Council the opportunity to nominate five representatives to the Board of the Company in accordance with the Company's Memorandum and Articles of Association.

18. **TENANCY AGREEMENT**

Not to vary (save as to rent and to service charge) the Assured Tenancy agreement without first:

18.1 giving the Council at least twenty-eight days notice of any proposed change and the reasons for it; and

18.2 responding in writing to any representations the Council may within 14 days of receipt of the notice referred to in Clause 18.1 make in respect of the proposed change giving reasons why the Company does not accept the Council's views if that be the case PROVIDED THAT the Company may vary the terms of an individual tenant's Tenancy Agreement without first consulting the Council.

19. **TENANT'S REPRESENTATION**

To continue to recognise any tenants' or residents' organisation previously recognised by the Council for so long as the same shall be properly constituted and representative of the view of tenants and residents and subject to working towards meeting the requirements of the Company's resident involvement strategy.

20 **NOMINATION RIGHTS**

In the event the Company builds dwellings for use as social rented housing on any part of the Property then it agrees that such dwellings shall be subject to the provisions of the Nomination Rights Deed in the form set out in Part I of the

Second Schedule to the Transfer Contract including for the avoidance of doubt the mortgagee exclusion provisions referred to in the Nomination Rights Deed.

21 ASYLUM SEEKERS

- 21.1 Subject to clauses 21.2 to 21.4 and the requirements of the Security Trustee and/or any Beneficiary and/or any Finance Party or other funder the Company shall give formal and reasonable consideration to requests by the Council for assistance in complying with the Council's obligations under the Immigration and Asylum Act 1999.
- 21.2 This clause shall not require the Company to house a person where the Council or other public body of equivalent standing shall not have provided a suitable guarantor of such person's obligations under any tenancy agreement to be offered by the Company under the provisions of this clause or where the grant of any tenancy agreement would be contrary to the Company's Allocations Policy as amended from time to time or would be contrary to the Company's objects.
- 21.3 This clause shall not require the Company to house a person where to do so would be contrary to any guidance issued from time to time by the Housing Corporation, nor shall the Company be required to make available vacant Dwellings for asylum seekers in excess of the number of vacant Dwellings to be offered to nominees of the Council under the Nomination Rights Deed in the Second Schedule to the Transfer Contract.
- 21.4 This Clause shall not require the Company to house a person or to do any other thing which is not a statutory obligation of the Council to undertake under the Immigration and Asylum Act 1999.

22 DISABLED ADAPTATIONS

The Company acknowledges that it has provision within its Business Plan as at the date hereof to provide adaptations for use by people with disabilities in accordance with the provisions in the Stock Condition Survey of the Property

and subject to demand the Company hereby covenants to utilise such provision to make adaptations for use by people with disabilities.

23 **LOCATION OF COMPANY HEADQUARTERS**

To consult with and obtain the Council's prior approval (which shall not be unreasonably withheld or delayed) in relation to the siting of the Company's headquarters office in the event that the Company wishes to locate such office outside the boundaries of the Borough

24. **MERGER**

For the first five years from the date hereof to consult with the Council in the event that the Company wishes to merge or enter into any group arrangement with another registered social landlord and submit for reasonable consideration by the Company's Board any representations which the Council may make in relation to the Company's proposals.

THIRTEENTH SCHEDULE

Part II

Assured Tenancy Agreement to be Offered to Qualifying Tenants

Wirral Partnership Homes Limited

"Enhanced" Assured Non-Shorthold Tenancy Agreement for tenants transferring from Wirral Metropolitan Borough Council ("the Council")

This is a legal contract. It describes the rights and responsibilities of Wirral Partnership Homes Limited ("we", "our" or "us") and of you the tenant

PARTICULARS

The address of the premises rented in this agreement is:-

[]

The name of the tenant(s) is/are:-

1. []

2. []

3. []

4. []

This tenancy starts on Monday [] (tenancy start date) and will be for an initial term of one week continuing weekly after that time. It is an assured weekly tenancy within the meaning of the Housing Act 1988.

Type of Property []

The current weekly rent payable at the tenancy start date is £[]
(Your Housing Officer will tell you if you can claim housing benefit to help pay this).

Service charges

(See Clauses 1.5 to 1.8)

- **Communal Heating charge** £[]
- **Communal TV Aerial** £[]
- **Furniture Packages** £[]
- [] £[]
- [] £[]

Support and Counselling Fees £ []

(See Clause 1.12)

Payment towards arrears due at the date this Agreement is signed (see Clause 1.16) £[]

Other services provided by [] in addition to the weekly rent -

- [] £[]
 - [] £[]
-

Total weekly payment £[]

The maximum number of people allowed to live at the Premises is []

Joint Tenants

Where there is more than one tenant the terms and conditions of this Agreement shall apply to them jointly and individually. If you are a joint tenant you are each responsible for all the rent and for any rent arrears.

Assured Tenancy

This agreement makes you an assured tenant from the tenancy start date.

We could apply to the Court to evict you if you are in breach of **any** of the conditions in this agreement or if we are able to prove to the Court that a statutory ground for possession exists e.g. failure to pay rent or nuisance. The Court will decide whether or not to make an eviction order. More information about this process is contained in the part of this Agreement entitled "Your Security of Tenure and Ending the Tenancy".

Amendments to legislation

Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this Agreement and any later amendment or re-enactment of it.

Rights of third parties

You and we agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this Tenancy Agreement, which means that none of its terms can be enforced by any other person.

Data Protection

You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or been provided by third parties or will be provided in the future to perform the functions of Wirral Partnership Homes Limited. This may include disclosure to certain third parties (such as Wirral Metropolitan Borough Council) who are able to show that they are entitled to receive the information. We comply with the Data Protection Act 1998 when dealing with personal data. This means that your personal data will be processed in accordance with the law. No personal data will be sold to third parties.

By signing this Agreement you are consenting to Wirral Partnership Homes Limited processing your personal data.

All tenants should sign below after reading this agreement. Your Housing Officer will help you to understand this form if you need help. You can also get help from an advice centre, a Citizen's Advice Bureau, law centre or a solicitor.

The information I/we or my/our representative gave in the housing application form to Wirral Partnership Homes Limited or Wirral Metropolitan Borough Council was and

still is true. I/we understand and agree to the conditions in this tenancy agreement. I/we understand that my/our tenancy can be terminated if I/we or anyone acting at my/our instigation knowingly or recklessly give a false statement to influence the granting of the tenancy.

I/we received [] keys for the premises and agree to return all keys at the end of the tenancy.

I/we have read this agreement or had it read to me/us and agree to be bound by the terms of this agreement.

1.	2.
3.	4.
Housing Officer (on behalf of Wirral Partnership Homes Limited)	Tenancy Reference No
Area Office	Date

We operate a formal complaints procedure that is outlined in the Tenants' Handbook. If you feel that we have broken this agreement or not performed any obligation in it, you should first complain to us formally, giving details of the breach or non-performance. If we fail to deal with the complaint or you believe that we continue not to comply with the agreement, you can obtain advice and information about your legal remedies from a local Citizens Advice Bureau, law centre or solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

Wirral Partnership Homes Limited

Assured Tenancy Conditions

Words in bold and italics are for explanation only and do not form part of these tenancy conditions for legal purposes.

1. GENERAL TERMS

Payments for your home

- 1.1 You must pay the rent and any service charge in advance on or before Monday of each week.

Changing your rent

- 1.2 On and from the first Monday in April 2005, we will from time to time review the rent by giving you at least 28 days' written notice of the change. The notice will tell you the new rent.

- 1.3 The new rent will not be more than the amount which would have been set for your home by the Rent Assessment Committee if it had jurisdiction to set the rent. For the avoidance of doubt, the Rent Assessment Committee does not have jurisdiction to set the rent under this Agreement.

The "Rent Assessment Committee" is an independent panel of people who determine market rents.

- 1.4 The rent will not be increased more than once a year and no increase shall take effect less than a year after the last increase.

Service charge (where applicable)

- 1.5 With effect from 1 April 2005 we may increase your service charge and support charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 1.6 Each year, at the end of March, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
- 1.7 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge. If there would be a significant increase in the amount of the service charge, we may introduce this increase gradually over a number of years.
- 1.8 We will give you a certificate showing what is included in your service charge. When you receive your certificate, you have the right, within six

months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a small charge to cover the cost of any copy.

What is not included in your rent

- 1.9 The rent does not include water, sewerage, electricity or gas charges or anything you have to pay to the local council such as Council Tax. You must pay all these charges and taxes directly unless we inform you in writing otherwise. If we have to pay something like this for you, then you must pay us back as soon as we write and ask you to.

Housing Benefit

- 1.10 You will be asked to give consent to the relevant authority (usually the Council) for the payment direct to us of any Housing Benefit (or equivalent State assistance) which you may claim as part or whole payment of the rent and any service charge due to us. We will credit your rent account with the amount of Benefit when we receive it.
- 1.11 If your circumstances change, altering your entitlement to Housing Benefit (e.g. if you take in a lodger) you must inform the relevant Council and us at once. We may recover from you any overpayment which is lawfully recoverable by the relevant authority from us. This may put you into arrears.

Supporting People (where applicable)

- 1.12 If we provide you with support services (indicated by a charge for support and counselling fees in the heading "Payments for your home" in the Particulars to this Tenancy Agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:-

- Maintaining the security of the home
- Maintaining the safety of the home
- Standard of conduct required
- Paying the rent
- Maintaining the home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare
- Other support services (excluding personal care)

We may vary the support and counselling fees in the same manner as we may vary your service charge (see Clause 1.5 for details). In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

- 1.13 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- 1.14 A support provider other than us may provide you with some of the support services listed in Clause 1.12. If so then you will be responsible for entering into a separate agreement with that service provider regarding the provision of those services. You will also be responsible for paying for that support in accordance with that separate agreement. Such payment will be in addition to any rent or service charge which is payable in accordance with this Tenancy Agreement.

Arrears and advance payments made by you

- 1.15 If, when this tenancy is granted, you have made any advance payments (known as credits) or have rent (or service charge) arrears on your rent account for your home (or any other premises we have let to you) when this tenancy starts, we will:
- add the amount of any credit to your rent account (this is known as crediting your account); or
 - add any arrears to your rent account (this is known as debiting your account).
- 1.16 You agree to pay any arrears and other charges due at the date of this Agreement in addition to the rent and other charges due under this Agreement at the rate set out under the heading "Payments for your Home" in the Particulars to this Tenancy Agreement. So that it is entirely clear, at the start of this Tenancy Agreement, you agree that we will treat any rent or service charge arrears that you owed to us on your home (or any other premises we have let to you) as arrears under this Tenancy Agreement. We will be able to claim these arrears from you. If you fail to pay the amount due, we will be entitled to ask the Court for an order requiring you to make payment.
- 1.17 If you leave your present home to become our tenant in another home, we will also be entitled to use:
- all your rent payments on your new home to pay off any arrears on your old home;
 - any rent credits you have built up to cover the rent on your new home.

Altering the Agreement

- 1.18 Except for changes in rent, service or support charges (as detailed in Clauses 1.2-1.8 and 1.12), the Tenancy Agreement and these tenancy conditions may be altered only if both you and we agree in writing.

2. OUR OBLIGATIONS

Possession

- 2.1 We will give you possession of your home at the tenancy start date.

Your right to occupy

- 2.2 Provided you comply with your obligations under this Agreement, we will not interrupt or interfere with your right to occupy your home peacefully except when we require access in accordance with Clauses 3.9 to 3.11.

Inspections

- 2.3 We will regularly inspect the estates, properties and buildings and equipment thereon to ensure that they are maintained to a reasonable standard. We will notify the chairperson or secretary of the relevant recognised tenants' body of an intended inspection, so that where practical, arrangements can be made for a representative of the recognised tenants' body to accompany the inspecting officer.

Repair of structure and exterior

- 2.4 We will keep the structure and exterior of your home in good repair including:
- (a) the roof;
 - (b) drains, gutters and external pipes;
 - (c) outside walls, outside doors, window sills, window frames and glass, including any necessary external painting or decoration;
 - (d) internal walls, skirting boards, doors and door frames, door jambs, thresholds, floors and ceilings (but not painting and decoration);
 - (e) major internal plaster work;
 - (f) chimneys and chimney stacks (but not sweeping the chimneys);
 - (g) essential means of access to the premises such as pathways and steps leading to the front and back entrances to the Premises which we or the Council constructed and are responsible for – but not including the whole of the back yard, garden and patios.
 - (h) garages, sheds and outbuildings (where provided by us).

- (i) external boundary fences and walls (but not including dividing fences and walls).

Repair of installations

- 2.5 We will keep in good repair, maintain and ensure the proper working order of any installations, where necessary (and in compliance with any statutory obligations where appropriate) which we have provided or adopted for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:
- (a) water pipes and tanks, gas pipes and electrical wiring;
 - (b) electrical sockets, hard wired smoke alarms and light fittings (but not plugs or appliances which we have not provided or adopted);
 - (c) kitchen units, basins, sinks, baths, toilets, flushing systems and waste pipes;
 - (d) water heaters, boilers, fireplaces, fitted fires and radiators including annual servicing.
 - (e) such other facilities as are provided for the convenience of tenants, such as play areas, laundries and drying rooms.

Repair of common parts

- 2.6 We will keep the following communal areas and equipment in good repair:
- (a) common entrances, halls and passageways;
 - (b) stairways and lifts;
 - (c) rubbish chutes;
 - (d) lighting;
 - (e) communal TV aerials;
 - (f) communal external areas around flats.

Decoration and common parts

- 2.7 We will keep the exterior of your home and any common parts in a reasonable state of decoration ensuring that materials used comply with relevant health and safety legislation and anti-graffiti coatings are used where possible.

Repairs and maintenance

- 2.8 We are not responsible for any repair or replacement needed because of damage to or neglect of your home or any common parts caused by you, anyone living with you or your visitors (except for fair wear and tear). If we carry out any repair or replacement needed because of such damage or neglect we will re-charge the cost of such works to you and may take legal action under the terms of this tenancy agreement (see Clause 4).
- 2.9 We will endeavour to carry out all repairs within such reasonable timescales as we may set from time to time in consultation with you. Details of these timescales are set out in the Tenants' Handbook.
- 2.10 We will maintain all installations which we have provided or adopted to standards prescribed by law or best practice.

Residents' Charter

- 2.11 We are subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State. The Residents' Charter applies to this Agreement. Please refer to our housing management policies as amended from time to time in accordance with the Charter, under Section 36 Housing Act 1996.

Services

- 2.12 We will provide the services listed in the Particulars in this Tenancy Agreement. However, after consultation with you we may increase, add to, remove or vary any of the services if, in our reasonable opinion, it is appropriate.

Insurance

- 2.13 We will insure your home (the buildings only, excluding any fixtures and fittings) for such an amount and against such risks as we (acting reasonably) believe appropriate. However, we will **not** be responsible for insuring your furniture and personal possessions. We strongly recommend you arrange your own home contents insurance.

Consents

- 2.14 Where this Agreement states that our consent is needed, we will not unreasonably refuse it. In some circumstances, we will give our consent subject to certain reasonable conditions.

3. YOUR OBLIGATIONS

Your rent

- 3.1 You must pay the rent. If you do not pay your rent, any charges or arrears (if any) as set out in Clause 1, we will go to Court to get a Court Order to evict you from your home.
- 3.2 If you are joint tenants, you are each responsible for all the rent and service charge and for any arrears of rent and service charge.

If one joint tenant leaves, we can claim any rent owing from the remaining tenant or tenants, as well as from the tenant who leaves.

Please note that we can only claim for the amount of the rent and other charges outstanding plus legal costs, in total. We cannot claim any more than this.

Using the property as your home

- 3.3 As the tenant, you must use your home as your only or main residence and live in it.
- 3.4 You do not have to get our permission to take in a lodger but you should inform us. If you are claiming Housing Benefit you must also tell the Council.

A lodger is usually a person who lives in the property as a member of your household but does not have private use of any part of it.

- 3.5 You must not sublet or part with possession of any part of your home without our written consent.

Subletting means that someone pays rent to you to have the private use of part of the property. Subtenants will usually do their own cooking and cleaning.

- 3.6 You must not sublet or part with possession of all of your home. If you do so, your tenancy stops being an assured tenancy and even if the sub tenant moves out, you will not regain your assured tenancy.
- 3.7 You must not pass on (assign) the tenancy to somebody else unless:
- (a) a Court has ordered you to do so;
 - (b) you exchange your property with another tenant (see Clause 5.9) and we approve that exchange in writing; or
 - (c) you pass on the tenancy to a person who would be legally entitled to inherit it if you had died (see Clauses 5.13 and 5.18), provided you tell us before you pass the tenancy on.

If there is no Court Order we will not allow you to assign your tenancy where it would be against our interests to do so, for example:

- where there is a risk of rent arrears not being cleared
- where legal action by us is in progress or is being considered
- where under- or over-occupation is or is likely to occur.

Where we do not agree to an assignment or where there are legal or policy reasons why your tenancy cannot be assigned we will tell you in writing within 28 days giving reasons.

- 3.8 You must tell us formally if you are going to be away from the property for more than four weeks, so that we are aware of your absence and do not think you have abandoned the property.

Access to the property

- 3.9 You must allow anybody we send to your home in (on production of suitable identification) to do any of the following:

- (a) inspect the property;
- (b) repair the property or any neighbouring or adjacent property;
- (c) improve the property;
- (d) carry out work that we consider necessary to make sure the property and surrounding properties do not put you or anyone else at risk;
- (e) rid your home, a neighbour's home or any communal (shared) area of vermin or offensive or noxious substances;
- (f) remove any rubbish, refuse, rotting food or other similar matter that may be kept in the property and that we in our sole discretion do not consider suitable for a residential property; or
- (g) inspect annually all gas appliances and pipework in your home.

We will normally give you at least 48 hours notice of any such (and aim to give more notice if possible) visit except in an emergency.

Where you fail to give access, after reasonable notification, to enable us to carry out a Gas Safety Check we may break into the property to carry out the necessary work. If we do this, we will repair any damage we cause to the locks, windows, doors or frames when we were breaking in, but you must pay us the expenses we run up.

Emergencies

3.10 In an emergency we or anybody we send to the property after making reasonable endeavours to contact you, will have the right to:

- (a) enter the property using reasonable force if necessary;
- (b) do any necessary work to your home and to any of your neighbours' homes; and
- (c) do any necessary work to communal areas near your home.

We will make good immediately any damage caused by us.

3.11 If an emergency was caused by something you or someone who lives with you did or failed to do, we can claim our costs from you.

If you do not allow us into your home when there is an emergency or when we wish to carry out essential repairs/ maintenance, you could be putting yourself and your neighbours in danger.

If we take legal action so that we can enter your home you may have to pay the legal costs.

Parking

3.12 You or anyone living with or visiting you must not do the following:

- (a) Park a vehicle on the property unless there is a dropped kerb.
- (b) Park a vehicle anywhere on the property except on a driveway or other paved area meant for parking.
- (c) Park a boat, commercial vehicle, caravan, trailer, motor home, low loader or similar vehicle if it is more than 16 feet (4.8 metres) long, 6 foot (1.83 metres) wide, or 6 foot and 6 inches (2 metres) high on any part of the property or on any communal parking areas without our written consent.
- (d) Park in a way that might obstruct:
 - the emergency services;
 - refuse collection vehicles;
 - other road users;
 - anybody who uses pavements, footpaths, access ways and so on;

- the access to any homes in the area; or
 - the access to any garage.
- (e) Park any commercial vehicle that weighs over 3.5 tonnes on or near the property.
- (f) Park or leave any illegal, untaxed or unroadworthy vehicle on our land including authorised parking areas.
- (g) Park or drive any vehicle on or over any grass verge, communal garden, communal open space or similar piece of land in the neighbourhood around the property.
- (h) Not to carry out major vehicle repairs or operate any form of motor vehicle repair business either from the premises, garage or the highway nor park an illegal or unroadworthy vehicle on the land around the premises or on the road.
- (i) Use any of our land for storage or business purposes without our prior written permission.

Behaviour

3.13 As the tenant, you are responsible for the behaviour of everybody including your own behaviour (whether an adult or a child) who lives in or visits your home with your permission or knowledge. You are responsible for them while they are:

- (a) in your home;
- (b) in the locality of your home such as the surrounding land, neighbouring estates or properties and roads; and
- (c) in any communal areas such as lifts, stairs, landings, entrance halls, paths and access ways, communal gardens, parking area and so on.

Drug dealing and other criminal activities

3.14 You or anyone who lives with or visits you must not use the premises for any illegal or immoral purposes. In particular not to:

- (a) supply or offer to supply, produce or use any controlled drug or other illegal substances from your home or in the locality;
- (b) – use the property or any of the shared parts of the property or any communal areas in the locality for any illegal activity.

We will hold you responsible if anyone who lives with you or visits your home breaks this condition and may take legal action under the terms of this tenancy agreement (see Clause 4).

Harassment

3.15 You or anybody who lives with you or visits your home must not do anything on the property or in its locality which could amount to harassment of anybody because of their race, colour, nationality, ethnic or national origins, gender, religion, sexuality, disability, mental or physical impairment or other reasons. These are some of the things we mean by harassment:

- (a) Violence or threats of violence towards anybody.
- (b) Abusive or insulting words or behaviour.
- (c) Damage or threats of damage to someone else's property.
- (d) Damage to someone else's home.
- (e) Interfering with the right of someone else to live in their home.
- (f) Writing threatening, abusive or insulting graffiti.
- (g) Doing anything which interferes with the peace, comfort or convenience of any other person, such as loitering around their home.

3.16 You or anybody who visits or lives with you must not do anything that amounts to harassment of your neighbours, their visitors or any other person lawfully in the locality of the property. This includes harassment away from the property. By 'neighbours', we mean everyone who lives in your neighbourhood.

3.17 No one must display any sign, notice or advert (except a temporary notice about elections or community events) or display anything that:

- (a) is obscene, indecent or pornographic;
- (b) could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion or sexuality or otherwise; or
- (c) could reasonably be seen to cause offence to a neighbour or any person passing the property.

We will hold you responsible if anyone who lives with you or visits your home breaks this condition and may take legal action under the terms of this tenancy agreement (see Clause 4).

Nuisance

3.18 You or anybody who lives with you or visits you must not do anything on the property or in its locality which could cause a nuisance or annoy or disturb anybody. These are some of the things we mean:

- (a) Playing a radio, television or music loudly.
- (b) Shouting, screaming and swearing.
- (c) Banging on walls or ceilings and slamming doors.
- (d) Making indecent or offensive gestures.
- (e) Drunkenness.
- (f) Using or dealing in controlled drugs or other banned substances.
- (g) Indiscriminate or targeted dumping of rubbish.
- (h) Playing ball games close to someone else's home or on grassed areas where it is expressly forbidden.
- (i) Skateboarding in areas which are not designated for these activities.
- (j) Using air rifles or other inappropriate explosive devices within the locality.
- (k) Violence or threats of violence or adopting an abusive, aggressive, intimidating or threatening manner when dealing with any of our employees, agents or contractors in the pursuit of their lawful duties/business.

We will hold you responsible if anyone who lives with you or visits your home breaks this Clause and may take legal action under the terms of this tenancy agreement (see Clause 4).

Domestic violence

3.19 You must not assault your husband or wife or Partner or former husband or wife or Partner or other family member whether they are living with you or not, and you must not harass them or use mental, emotional or sexual abuse that might be expected to cause anyone who lives with you to leave the property.

Repairs and improvements - what you are responsible for

3.20 As the tenant, you are responsible for the following (other than fair wear and tear):

- (a) Keeping your home and its fixtures and fittings in good condition.
 - (b) Leaving your home in good condition at the end of the tenancy.
 - (c) Telling us immediately about any damage to the property or any defects that might injure or damage anybody or anything.
 - (d) Carrying out small repairs to the property such as unblocking sinks and replacing tap washers and door handles. (If you are unable to do these repairs we may be able to help you – see Clause 3.23 below).
 - (e) Decorating the inside of your home. (If you are unable to decorate we may be able to help you – see Clause 3.23 below).
 - (f) Repairing and maintaining your own household equipment such as cookers, washing machines and any improvements which you have made to the property.
 - (g) Repairing and maintaining any improvements made to the property by previous tenants which were notified to you in writing as part of the lettings process.
 - (h) Repairing any damage caused to the property or the property's fixtures and fittings by you, an animal, a member of your family, a visitor (except if the damage is caused by any of our employees in which case we would be responsible for undertaking the repair) or anybody else living in the property.
- 3.21 You must obtain our prior written consent before you improve or alter the property and comply with any reasonable conditions we lay down for giving our consent. See clause 5.5 regarding your right to improve the property.
- 3.22 If you improve or alter the property without our prior written consent, we can charge you for any work we do, for example to return your home to how it was originally.
- 3.23 If you are a senior citizen or are otherwise considered by us to be unable to undertake your own internal redecoration or small repairs, and there is no other member of your family or household able to do so then we will undertake decorations in accordance with our policy and budget. There may be a small charge for this service.

Damage to things that belong to us

- 3.24 You or anyone living with you or anyone visiting you must not:
- (a) damage anything that belongs to us;

- (b) put graffiti on anything that belongs to us;
- (c) interfere with any security or safety equipment in communal blocks. This includes things like jamming doors open, leaving locks unlatched and letting strangers in without identification. You and anyone living with you or anyone visiting you must co-operate with security staff in the performance of their duties.

You will be responsible if anyone living with you or visiting you breaks this Clause and we may take legal action under the terms of this tenancy agreement (see Clause 4).

3.25 We will do only the repairs that the law and these tenancy conditions say we must if your home is damaged by:

- (a) vandalism, neglect, deliberate destruction or any similar action caused by you, a member of your family, or someone living with you or visiting you;
- (b) the actions of any animal kept in the property; or
- (c) condensation caused by not using the property properly.

3.26 We will charge you for any work we do to any of our property that is necessary because of damage covered by Clauses 3.24 and 3.25.

Pets

3.27 If you have pets then you are responsible for their control and well being. You must not allow any pets to annoy or be a nuisance or danger to neighbours or to any visitors to the property.

3.28 You must not breed animals or birds in such a manner or to such an extent that nuisance, annoyance or disturbance is caused to any other person or damage is caused to the premises or to any adjoining or neighbouring property.

3.29 When dogs are in the area around the property, they must:

- (a) be kept on a lead and be accompanied by you or a responsible member of your household; and
- (b) not be allowed to foul any private garden or any communal area such as gardens, balconies, passageways, walkways, access ways, footpaths or staircases.

3.30 If we think that the number of pets kept at the property is unreasonable, we can serve a notice on you to remove some or all of them permanently.

3.31 You must not keep any animal except a pet without our written consent.

- 3.32 If you live in premises which consist of a flat or maisonette with a communal entrance, you may not keep dogs or cats without our prior consent.
- 3.33 If any part of Clauses 3.27 to 3.32 is broken, we can serve a notice on you to remove any pet from your home immediately and permanently.
- 3.34 "Pet" includes a dog, cat, small caged bird, rodent, rabbit, non-venomous insects and small non-venomous reptiles or fish.

Gardens, balconies and fences

- 3.35 As the tenant, you must do the following:
- (a) Keep your garden tidy, including all front, side and rear garden areas.
 - (b) Get our written consent before you plant any tree in your garden.
 - (c) Not remove any tree from your garden without our prior written consent.
 - (d) If you have a dog, you must make sure there is adequate fencing so that the dog cannot get out of the property, garden or balcony by itself (subject to any formal consents or planning regulations).
 - (e) Maintain all dividing fences between tenancies and hedges in a neat and tidy condition.
- 3.36 We can enter the property and do any work we think is necessary if you:
- (a) neglect your garden;
 - (b) allow any tree or bush (including those that are diseased or dead) to be a nuisance or danger or a potential nuisance or danger;
 - (c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property;
 - (d) allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical installation or structure (including a road, footway, paved or surfaced area); or
 - (e) do not fence your garden in line with Clause 3.35(d).

You may have to pay us for any work we have to do.

- 3.37 If you have a balcony, you must:
- (a) keep it clean and tidy at all times;
 - (b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
 - (c) not allow any animal to foul it; and
 - (d) not light fires, including barbeques, on it.

Communal areas

- 3.38 You and everyone who lives with you must help make sure that any communal areas including entry passage ways and fire escapes are kept clean, tidy and clear of any obstruction.
- 3.39 Fire escapes should be used for emergency purposes only.

Storage in your home

- 3.40 You must not keep gas cylinders, bottled gas, paraffin, petrol or any other potentially dangerous, flammable or explosive thing or substance in any communal areas around the property.
- 3.41 You must not keep gas cylinders, bottled gas, paraffin, petrol or any other potentially dangerous, flammable or explosive thing or substance in the property except those things that are reasonably needed for medical or everyday purposes.
- 3.42 You must not keep motor cycles and mopeds inside your home or in indoor communal areas such as entrance halls, stairs and landings and so on.
- 3.43 You should not leave bicycles anywhere that they could cause an obstruction or a fire hazard.

Business use

- 3.44 You must not use the property for any business activity without first getting our written permission which will not be unreasonably withheld having consideration to neighbouring residents.

Television, radio and telephone systems

- 3.45 You must not fix any television aerial, phone receiving system, radio aerial, Citizens' Band, satellite dish or similar piece of electrical equipment to the property without getting our written agreement first. You do not need permission for installing cable television.

4. YOUR SECURITY OF TENURE, ENDING YOUR TENANCY AND LEGAL ACTION

Security of tenure

- 4.1 You have security of tenure as an assured tenant so long as you occupy the property as your only or principal home. Whilst you so occupy, we can end the tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) and included in the Appendix to this agreement. The court will make an order only if we have served on you a written notice complying with the Housing Act 1988 (as amended) or the court considers it just and equitable to dispense with service of such a notice.

We will serve a notice (or ask the court to dispense with service of the required notice) and then seek to recover possession of your home only on one or more of the Grounds set out in full in the Appendix.

We agree that we will not serve a notice (or ask the court to dispense with service of the required notice) to obtain possession of your home on Grounds 1, 2, 3, 4, 5, 6, 8 and 11 of Schedule 2 to the Housing Act 1988.

- 4.2 We agree that we will give at least four weeks' notice of our intention to seek a possession order (except where proceedings involve nuisance (Ground 14) or where the court has agreed to dispense with the service of the notice).

Ending of assured tenancy

- 4.3 If the tenancy stops being an assured tenancy, we may end it by giving you 4 weeks' notice in writing expiring on a Monday.

The tenancy may stop being an assured tenancy if, for example, you stop living in your home as your only or principal home.

- 4.4 As the tenant, you must do the following:
- (a) Tell us formally giving at least four weeks' notice in writing before you want to end your tenancy.
 - (b) Make sure that the notice ends on a Monday.
 - (c) Return all the keys to the property to us on the day you move out.

- (d) Leave the property clean and tidy and make sure you do not leave anything behind.
 - (e) Make sure that all rent and service charges are paid up to the date the tenancy ends.
 - (f) Leave the property and our fixtures and fittings in good condition.
 - (g) Not leave anybody else living in the property when the tenancy ends.
- 4.5 If you have a joint tenancy, only one tenant needs to give notice to end the tenancy.
- 4.6 If any of your possessions are left in the property when the tenancy ends (e.g. at the end of the four week notice period or if you move out following us gaining possession), we will treat them as being abandoned and will deal with them as we see fit. You agree that we may dispose of such possessions without liability to you. We may recharge the cost of disposing of possessions left in the property to you.
- 4.7 If the property is abandoned, we will assume (after investigation) that you have surrendered (**given up**) your tenancy. We will then rent the property to someone else and remove any possessions you have left.

Injunctions

- 4.8 We reserve the right to seek injunctions to require you to keep, or to stop you breaching, your obligations under this Agreement. This may be in addition or as an alternative to any possession proceedings under the grounds referred to in Clause 4.1. We also reserve the right to claim damages arising from any breach by you, and costs.

An injunction is a form of Court Order.

Notices

- 4.9 We may serve notices (including notices of legal proceedings) on you by any of the following means:
- (a) handing it to you or any joint tenant;
 - (b) leaving it at the property;
 - (c) leaving it at your last known address;
 - (d) fixing it to your front door or an other prominent part of the property; or

- (e) sending it by registered post or recorded delivery to the property or your last known address.

5. YOUR RIGHTS

- 5.1 You have the rights stated in this Clause 5.

Right to occupy

- 5.2 You have the right to occupy your home without interruption or interference from us until the end of this tenancy (except for the obligation to give access to our authorised employees or contractors) so long as you comply with the terms and conditions of the tenancy and have proper respect for the rights of other tenants and neighbours. You are responsible for the behaviour of your family and any visitors.

Right to take in lodgers and sublet

- 5.3 You may take in a lodger in accordance with Clause 3.4.
- 5.4 You may with our prior written consent, sublet or part with possession of part of your home but we will not consent to you granting an assured tenancy (as defined in Section 1 Housing Act 1988) except for an assured shorthold tenancy (within the meaning of Section 20 of the Housing Act 1988) or a contractual tenancy which is not an assured tenancy (within the meaning of Section 1 Housing Act 1988).

Right to make improvements and receive compensation for them

- 5.5 You may make improvements, alterations and additions to the property but must first get our written consent and all other necessary approvals (for example, planning permissions or building regulations approval). We will only refuse our consent when it is reasonable to do so but we will make our consent conditional on the work being done to a certain standard. We will treat any failure to satisfy our conditions as a breach by you of an obligation under this Agreement. We agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) applied to this Agreement.

This means that, in relation to improvements:

- (a) ***If we unreasonably withhold consent, we will be treated as having given our consent.***
- (b) ***If there is a dispute about whether we have unreasonably withheld our consent, it will be for us to prove we did not.***

(c) *When considering if we were unreasonable to withhold consent, the consideration will take account of factors that include how far the improvements would be likely to:*

- *make the home, or any other property, less safe for occupiers;*
- *cause us to incur expenses that we would not be likely to incur if the improvement was not made; or*
- *reduce the price the home would fetch if sold on the open market or the rent we would be able to get on letting it.*

If we refuse consent, we will give you a written statement of our reasons for refusal.

We will be treated as having given consent if we have not responded within a reasonable time.

We may make our consent subject to reasonable conditions. If there is a dispute as to whether or not any of our conditions are reasonable, it is for us to prove they are.

If you do not satisfy all our reasonable conditions, you will be treated as being in breach of this Agreement.

Our consent may be validly given even if it follows the action for which consent was needed.

You will be entitled to compensation for any improvements you make to your home in the same way you would have if you had stayed a Council tenant.

Right to repair

- 5.6 You have the right to have repairs carried out to your home as if Section 96 Housing Act 1985 (as amended) and the Regulations made under it applied to this Agreement.

This means that if we or our contractors fail to carry out certain types of repairs in specified time limits, you can require us to appoint another contractor to do the repairs. You have a right to compensation if that contractor does not do the repairs within a specified time limit.

Right to consultation

- 5.7 We will consult you before making changes in matters of housing management or maintenance which are likely to affect you substantially.

We agree to give you the right to be consulted as if Section 105 Housing Act 1985 applied to this Agreement.

This means that we will:

- (a) ***inform you of our proposals; and***
- (b) ***give you a chance to tell us what you think of our proposals before we make a decision on whether to go ahead with them.***

Right to information

- 5.8 You have a right to information from us about the terms of this tenancy; our repairing obligations; our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance, as laid down by the Residents' Charter. We agree to give you the right to information as if Sections 104 and 106 Housing Act 1985 applied to this Agreement.

Right to exchange

- 5.9 You have the right to assign (transfer) this tenancy to another tenant by way of an exchange with one other tenant (a "**direct exchange**") or by exchanges involving more than one other tenant (an "**indirect exchange**"), but all the following conditions must be met:
- (a) Every tenant taking part in the exchange must be a tenant of a registered social landlord (as defined in the Housing Act 1996) or a local authority or new town or a housing trust which is a charity (as defined in Section 2 Housing Associations Act 1985) or a Housing Action Trust.
 - (b) Where required under their tenancy agreement, every tenant must have the written consent of their landlord to the assignment of their tenancy to you or to another tenant who satisfies the conditions in Clauses 5.9(a) and 5.9(b).
 - (c) If the tenant to whom you seek to assign the tenancy is not the person from whom you intend to receive a tenancy in exchange, that tenant must intend to assign their tenancy to another tenant who satisfies the conditions in Clauses 5.9(a) and 5.9(b).
 - (d) Our prior written consent must be obtained.
 - (e) Any reasonable conditions which are attached to the consent about the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the tenancy must have been complied with.

- 5.10 Our consent will not be unreasonably withheld. If we withhold it on any grounds except those in Schedule 3 to the Housing Act 1985, consent will be treated as given in the same way and judged as if the matter arose for decision between a secure tenant and their landlord.
- 5.11 We may not rely on any of the grounds in Schedule 3 to the Housing Act 1985 unless, within 42 days of your application for consent, we have served on you a notice specifying the ground and giving details of it.
- 5.12 Except as stated in Clause 5.9(e), a consent required by Clauses 5.9 to 5.11 must be unconditional and any other conditions imposed may be disregarded.

This means that you have the right to exchange (swap) your home with another tenant from a Council or another registered social landlord. Before you do this you must get our written permission.

A copy of the grounds in Schedule 3 we can use to refuse an exchange can be obtained from us at the address on the front of this Agreement. If we withhold consent on any ground not listed in Schedule 3, we will be treated as having given consent.

Rights of succession

- 5.13 On your death and as long as you are the original tenant (see Clause 5.18 for a definition of "original tenant"), the following people will automatically succeed to (*take over*) this tenancy.
- (a) Your spouse or a person living with you as if they were your husband or wife as long as they lived in your home as their only or main home at the time you died. Under Section 17 Housing Act 1988, this right applies automatically. For the avoidance of doubt, this includes same sex Partners.
 - (b) Any surviving joint tenant(s) if they occupied your home as their only or principal home at the time of your death. This will apply even if you are already a successor.
- 5.14 If you are the Original Tenant (see Clause 5.18) and if, on your death, no one can succeed under Clause 5.13, we agree that a Relative or any other person who qualifies under our Succession Policy from time to time (please contact your Estate Officer or Housing Advice Officer for details) may succeed to (*take over*) this tenancy as long as they were living in your home as their only or main home throughout the 12 months before you died (this 12 month condition does not apply to Partners).
- 5.15 If Clause 5.14 applies, we will use Ground 7 (see the Appendix) to end this tenancy and will grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs

that adaptation or if the person entitled to a new tenancy is someone apart from your Partner and your home would be larger than they reasonably require, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms and conditions as this tenancy apart from the rent which will be the rent we would charge a former Council tenant for that other home.

- 5.16 A claim under Clause 5.14 should be made in writing within 3 months of your death (at our discretion, we may allow a longer period). If more than one person claims the tenancy under Clause 5.14, then they must decide between themselves who should get the tenancy. If they cannot agree, we will decide.

This means that so long as you did not become a tenant by succession after the transfer date, you have the right to pass on this tenancy to:

- ***your husband or wife if he or she lives in your home when you die;***
- ***a member of your family so long as they live with you and have lived in your home for at least a year when you die.***
- ***a same sex Partner so long as they live with you when you die.***

Family members or a same sex Partner will have to apply to us within 3 months of your death.

Second Succession Rights

- 5.17 If you are the First Successor (as defined in Clause 5.18) then on your death we agree that as an **extra right** a person will have a right to succeed to (take over) this tenancy if that person:-

- (a) is your spouse or a person living with you as your husband or wife, a member of your family (as defined in Section 113 Housing Act 1985) or a same sex partner, and
- (b) lawfully occupied your home as their only or main home at the time of your death and lawfully resided with you throughout the period of 12 months ending with your death, and
- (c) they notify us in writing of their claim to succeed within 3 months of your death (at our discretion we may allow a longer period).

We will then use Ground 7 (see the Appendix) to end this tenancy and will grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if the person entitled to a new tenancy is someone apart from your Partner and your home would be larger than they reasonably require, we may offer

them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms and conditions as this tenancy apart from the rent which will be the rent we would charge a former Council tenant for that other home.

If more than one person claims the tenancy under this Condition, then they must decide among themselves who should get the tenancy. If they cannot agree, we will decide.

This means that if you became a tenant by succession after the transfer date from the Original Tenant, you have the right to pass on this tenancy to:

- ***your husband or wife***
- ***a member of your family***
- ***a same sex Partner***

so long as that person lived with you and lived in your home for at least a year when you die. That person will have to apply to us within 3 months of your death.

5.18 For the purposes of Clauses 5.13 to 5.17, the following definitions apply:-

“Successor”

Under this Agreement you are a successor if you:

- (a) were a joint tenant and have become a sole tenant; or
- (b) have taken over this tenancy under Clause 5.13; or
- (c) were granted this tenancy under a right of succession which we granted under any tenancy agreement containing provisions similar to Clause 5.13 to 5.17 of this Agreement; or
- (d) became the tenant as a result of an assignment under Clause 3.7 (c); or
- (e) became the tenant under the Right to Exchange (see Clause 5.9) and you were a successor under your previous tenancy or
- (f) became the tenant as a result of a Court Order under Section 24 Matrimonial Causes Act 1973 and the other party to the marriage was a successor.

If you were given this tenancy on the transfer of your home from the Council to us, we will not treat you as a successor even if the Council considered you to be a successor before the transfer.

“Original Tenant” – a definition

You are the “Original Tenant” if you are the tenant named in this Tenancy Agreement and you were given this tenancy on the transfer of your home from the Council to us. You may become the First Successor if there is a succession to you under the terms of this tenancy (for example if your co-tenant dies).

“First Successor” – a definition

You are the “First Successor” if you are a Successor (as defined in this Clause 5.18) and you succeeded to this tenancy under Clause 5.13 to 5.16 from the Original Tenant

“Partner”

A husband, wife, or someone who lives with you as husband or wife (including single sex relationships); or

“Relatives”

Parents, children, grandparent, brothers, sisters, uncles, aunts, nephews, nieces, step-children and adopted children.

Right to buy

- 5.19 So long as you are a **“qualifying person”** or a **“qualifying successor”** (as those expressions are defined in Section 171B Housing Act 1985 (as amended)) we confirm that you have the right to buy your **home** on the terms set out in Sections 171A to 171H Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 or any further Regulations made under Section 171C Housing Act 1985 or any statutory modification or re-enactment of it for the time being in force (**“the Preserved Right to Buy”**).
- 5.20 By way of further rights, we agree that the Preserved Right to Buy legislation will apply to a person succeeding to this tenancy in accordance with Clauses 5.13 to 5.16. Such a person will be regarded by us as a qualifying successor for the purposes of the Preserved Right to Buy legislation. However, the functions of the District Valuer referred to in the Preserved Right to Buy legislation will be carried out by an independent valuer acting as an expert who will be appointed by agreement between you and us. Failing agreement about this, the expert will be appointed, after application by either you or us, by the then President of the Royal Institution of Chartered Surveyors. The President of the RICS’s costs will be paid in equal shares by you and us.
- 5.21 If you were an introductory tenant of the Council immediately before we became your landlord we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.

This means that:

- (a) your right to buy is preserved as long as you occupy your home as your only or principal home; and***
- (b) you had, or would have had, the right to buy if your landlord was the Council; and***
- (c) one of the following three statements also applies to you:***
 - you were a secure or introductory tenant of the Council when your home transferred to Wirral Partnership Homes Limited; or***
 - you became a tenant by having the tenancy transferred to you by assignment or under the will or intestacy of a secure tenant; or***
 - you became a tenant by a court order made under the Matrimonial Causes Act 1973.***

If you move to a different home owned by us, your preserved right to buy goes with you to the new home.

If we ever sell your home to another landlord who is not a Council, you will still have the preserved right to buy from your new landlord.

- 5.22 In addition to your rights under the Preserved Right to Buy legislation, you have a right to acquire the property under Section 16 Housing Act 1996 subject to the requirements of that Section and any regulations made under it.

APPENDIX

Schedule 2 of the Housing Act 1988 - Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I Grounds on which Court must Order Possession

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 periodic 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.

We will only seek to recover possession of your home on this ground pursuant to Clauses 5.13 to 5.18.

Part II Grounds on Which 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.

We will only seek to recover possession of your home on this ground if in addition we can show that:

- (a) we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or
- (b) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or
- (c) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help

people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or

- (d) your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or
- (e) Premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property.

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 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 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 dwellinghouse 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 dwellinghouse 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 dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwellinghouses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwellinghouse -

- (c) 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, or
- (d) has been convicted of -
 - (i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes, or
 - (ii) an arrestable offence committed in, or in the locality of, the dwellinghouse.

Ground 14A

- (a) The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and -
- (b) one or both of the Partners is a tenant of the dwellinghouse,
- (c) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- (d) one Partner has left the dwellinghouse 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
- (e) the court is satisfied that the Partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

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 dwellinghouse 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 dwellinghouse 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.

For the purposes of this ground, at a time when the landlord is or was the Secretary or State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

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.