

ROSEMARY SIMMONS MEMORIAL HOUSING ASSOCIATION LIMITED

This is a Starter tenancy agreement.

For the first 12 months the tenancy will take effect as an Assured Shorthold tenancy, and you will occupy the property as an Assured Shorthold tenant. If at the end of 12 months we have not taken steps to terminate the tenancy, it will automatically convert into an Assured Non-Shorthold periodic tenancy. We may extend the initial 12 months period and if so, the tenancy will remain an assured shorthold tenancy for the period of the extension.

This Agreement is between Rosemary Simmons Memorial Housing Association Ltd of Rosemary House, Portsmouth Road, Esher, Surrey, KT10 9AA (registered with the Tenant Services Authority under the provisions of Section 3 of the Housing Act 1996)

And

Name of Tenant(s): **EXAMPLE AGREEMENT ONLY
NOT FOR USE**

(If more than one person is named above, this is a joint tenancy and each person has the full responsibilities and rights set out in this agreement.)

The property and full postal address let by this agreement is:

This tenancy begins on:

Monday xxxxxx / xxxx / xxxxxxxx

Description of the premises:

For the first 12 months it will be a periodic Assured Shorthold tenancy for an initial term of one week and continuing weekly thereafter until determined. Thereafter, unless we have taken steps to terminate the tenancy, or the 12 month period has been extended by us, it will automatically become an Assured Non-Shorthold periodic tenancy on the same terms as contained in this tenancy (no new tenancy agreement will be issued to you). The Assured Non-Shorthold tenancy will continue each week until it is ended either by us or by you in one of the ways set out below.

This document is a legal contract between you and us. It explains the services you can expect from us, and the conditions you must keep to. Please read this agreement carefully before you sign it, and ask us to explain anything you don't understand. You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.

Signing this agreement

Once you have read the agreement all tenants should sign below. By signing this agreement, you confirm that you understand that you must keep to the conditions of this agreement, and that the information you gave in your housing application was and is still true.

By signing this agreement, you also give authority to the Housing Benefit department at the local authority to provide information to us relating to any claim for Housing Benefit. You also give us authority to speak to other agencies (eg police, social services, environmental health) for information directly relating to this tenancy, whether financial or behavioural.

Our signature:	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<i>Print/insert name in this box</i>
Position:	XX	

Your signature(s):	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<i>Print/insert name in this box</i>
	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<i>Print/insert name in this box</i>

Date:	xxx / xxxx / xxxx
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**EXAMPLE AGREEMENT ONLY
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Contents of this tenancy agreement:

- Part A: Tenants and rent
- Part B: Ending your tenancy
- Part C: Repairs and maintenance
- Part D: Use of the property
- Part E: Sharing your home
- Part F: Remedies and procedures
- Appendix 1: Service charge breakdown

Part A: Tenants and rent

1. Residents, payments and services

a. The following people will live in the property at the start of this agreement.

Name	Date of birth	Relationship to you
	/ /	
	/ /	
	/ /	
	/ /	
	/ /	
	/ /	
	/ /	
	/ /	

b. The total weekly rent at the start of the tenancy is as follows;

£	Basic rent
£	Service charge (if applicable - see Appendix 1 for a list of services)
£	Support charge (if applicable)
£	Other charges (if applicable)
£	Water charge (if applicable)

£	Total rent

c. The payment of rent is due in advance.

d. You must contact us in advance if, for any reason, you are unable to pay your rent as required, or if you intend to apply for housing benefit.

e. We can use any money you pay, or is paid on your behalf, to cover any rent you owe us but haven't paid (for this or any other property).

2. Changing your rent

a. We can change your basic rent by giving you at least one month's written notice of your new rent.

- b. You can refer any rent increase to a Rent Assessment Committee who can decide what the maximum rent should be. There are time limits for doing this.
- c. The increased basic rent will start from the day we tell you in our notice, unless you appeal to a Rent Assessment Committee. If you do appeal, the Committee can fix the amount and the start date.
- d. We can reduce the basic rent at any time, but we cannot increase it more than once a year.
- e. We will not increase the basic rent in the first year of this tenancy.
- f. Usually, your annual rent increase will take effect in April.

3. Council Tax

- a. You must pay Council Tax (or any other local tax which may replace it) to the local authority. You must give the local authority any information they are entitled to so that they can tell you how much to pay. If we pay the Council Tax direct to the local authority, you must repay the amount we paid. We will charge you whatever we are charged (or a fair proportion of this amount if your home is not assessed separately). If the amount we must give to the local authority changes, we can change the amount you must pay us by giving you one month's notice.

4. Water charges

- a. If we pay water or sewerage charges for the property, you must pay us the amount we ask for to cover these charges. These charges usually change in April each year.
- b. If you are entitled to Housing Benefit, your water and sewerage charges will not be covered by this, and you must arrange to pay separately.

5. Heating, hot water and other services

- a. If we supply shared heating, we will usually do so for at least 30 weeks a year. The charge for shared heating is averaged out over the year, so you will pay the same amount every week.
- b. We may need to temporarily cut off your heating or hot water because of maintenance, shortage of fuel or any other good reason. If we do, we will give you reasonable notice of our intention to do so unless giving notice could affect the health and safety of other people.

Part B: Ending your tenancy

1. Your right to end the tenancy

- a. You (or if this is a joint tenancy, any one of you) can end this tenancy by giving us at least four weeks' notice in writing. This notice must end on a Monday.
- b. If you do not give us proper notice, you will have to pay the rent and other charges until we take possession of the property. This is likely to be at least four weeks after we discover you have gone, because we will usually need to serve the notice mentioned in 2c below. It could be longer than four weeks if we have to ask a court to declare that the tenancy has ended.
- c. Once you have given us notice, you must do the following:
 - Allow us to see inside the property, and show new tenants round, at a time we have agreed with you.
 - Give us your new address.
 - Pay rent and other charges due until the date the tenancy ends.

2. 'Security of tenure'

- a. You have 'security of tenure' as long as the property is your only or main home. This means that as long as you keep to the terms of this tenancy agreement, and you respect the rights of other tenants and neighbours, you have the right to live in the property for the length of this tenancy without interruption or interference from us. But you must allow us and our contractors to come into your home if we need to, in line with this agreement.
- b. Unless you agree otherwise in writing, we can only end the tenancy by getting a court order.
- c. During the first 12 months of the tenancy (or longer if we extend the Starter tenancy), we will usually give you at least two months' notice if we are going to try to get a possession order. If the tenancy continues after 12 months (or any extension period), we will usually give you at least four weeks' notice if we are going to try to get a possession order. In both cases, we do not have to give you this notice if you have caused a nuisance or harassment, or if there is a danger to people or property which needs dealing with immediately. We can post the notice to you, deliver it personally or leave it at the property or your last known address.
- d. You may have to pay the cost of any legal action we take to enforce the terms of this agreement or to end it, if this has been agreed by the court.
- e. If the tenancy continues after 12 months (or any extension period), we can only end your tenancy for reasons set out in the Housing Act 1988 (as amended). These reasons cover all the terms of this tenancy. We can also end the tenancy in the circumstances summarised below:
 - If you gave us inaccurate information when we gave you this tenancy.
 - If we need possession of your property for redevelopment, in which case we must offer you suitable alternative accommodation.

- If you occupied the property with your partner and one of you has left because of violence by the other (or another family member) and is unlikely to return.
 - If we granted you the tenancy as part of your job and you are no longer in that job.
- f. This tenancy is an Assured Shorthold tenancy for the first 12 months (or any extension period). It will automatically become an Assured Non-Shorthold tenancy (on the same terms as set out in this agreement) at the end of 12 months (or any extension period), unless before then:
- We begin legal action to repossess the property; or
 - We give you two months' notice under clause 2c above. However, if after that notice has expired we have not begun legal action to repossess the property within two months then the tenancy will become an Assured Non-Shorthold tenancy.

If the tenancy becomes an Assured Non-Shorthold tenancy, we will send you a letter confirming the change.

- g. We may decide to extend the first 12-month period of your tenancy. Our Starter Tenancy Review Panel will make this decision before the end of the first 12 months and will write to tell you the decision to grant an extension period. The Panel may grant an extension period of up to six months. During this extension period you will continue to be an Assured Shorthold tenant.

3. If the tenancy stops being Assured

- a. If the tenancy stops being an Assured Non-Shorthold or Assured Shorthold tenancy (for example, because it is no longer your only or main home), we may end the tenancy by giving you four weeks' notice in writing.

4. Moving out

- a. You must give us 'vacant possession' of the property when you move out. This means that:
- you must give us all the keys to the property;
 - no-one must be left in the property;
 - you must remove all furniture, personal belongings and rubbish; and
 - you must empty any garages or sheds that you rent with this property.
- b. We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you do leave any belongings, we may get rid of them, after taking reasonable steps to tell you, and then charge you for doing this.
- c. You must also leave the property in the same condition (except for fair wear and tear) as it was in at the start of this agreement. If you do not, we can charge you the cost of bringing the property back to the condition it was in when you moved in.
- d. You must return the keys for the property by 12 noon on a Monday at the end of the tenancy.

Part C: Repairs and maintenance

1. Our responsibilities

a. We will repair and maintain the following:

- The structure and the outside of the property, including chimney stacks, roofs, drains, gutters, outside pipes, outside doors and door frames, fire doors, window frames, window fastenings, plaster work, skirting boards, paths and steps.
- Any shared parts of the building which the property is part of.

We will keep any outhouses provided by us with this tenancy in a safe condition, but we may remove them if they become unsafe.

b. We will keep the following in good working order:

- The systems for supplying water, gas and electricity.
- Any water or room heater which we provide.

If you have installed the system, you must maintain it yourself, unless the law says we must do it. You will need our permission to install your own system.

c. We will do all we reasonably can to keep any lifts and other shared facilities working properly.

d. When we are assessing what repairs or maintenance are reasonable we can consider the age and character of the property, and how long it is likely to last.

e. We are not responsible for providing dustbins for individual homes, or for repairing or maintaining anything which you can take away from the property.

f. We will carry out repairs which we are responsible for within a reasonable time of finding out the repair was needed. The length of time will depend on how urgent the repair is, and our service standards in force at the time.

g. We will regularly decorate the outside of the property. If the property forms part of a larger building, we will decorate the outside of the building and any shared parts of the inside. We will try to carry out this work in line with our current programme for this type of work.

2. Your responsibilities

a. You must tell us promptly about anything we need to repair or maintain (but not anything that you are responsible for repairing).

b. You must keep the inside of the property and all window glass in good repair (not including fair wear and tear). You must also keep the decorating in good condition. You must make sure the flat does not become excessively over-cluttered and cause a potential fire risk or hazard to your self and others.

c. You are responsible for minor repairs, such as:

- cracked or broken glass;

- inside doors (except for fire doors), and door handles, hinges, and cupboard catches;
- keys, light bulbs and plugs;
- toilet seats and tap washers;
- blocked sinks and washbasins;
- minor cracks in the plaster.

You are also responsible for repairs to your own property, to fixtures or fittings that don't belong to us, or to anything you can take away from the property.

- d. You can carry out repairs we are responsible for if:
- you have written to tell us about the work that needs doing;
 - we have not carried out the work within 28 days of receiving your letter; and
 - we have no good reason for not doing the work.
- e. You can only do this in line with the rules the Secretary of State made under Section 96 of the Housing Act 1985 (as if that Section applied to this tenancy). We will refund you the reasonable cost of any repairs you carry out in line with these rules.
- f. You must pay us the cost of any repairs we carry out to any of our properties which are needed because you, a member of your family, or anyone who has your permission to be on the property, has caused the damage or neglected the property.
- g. Unless we carry out the work and recover the cost from you, you must repair any damage you, members of your family, or other people in the property cause to the property. You must carry out these repairs as soon as possible and in a careful and reasonable way.
- h. You must weed the property's gardens, and keep them tidy and in good condition. This includes pruning trees and shrubs and cutting the grass regularly. If you do not do this, we may come onto the property to do the work ourselves. If we do this, you will have to pay us the cost to cover our expenses.
- i. You must not put rubbish, vehicle parts, vehicles, boats or trailers in any garden, unless you have our written permission to do so. If you do this without our permission, we may come onto the property and take the items away. If we do this, you will have to pay us the cost to cover any expenses we run up removing, storing and disposing of the items.
- j. You must not put up structures such as sheds, garages, hard standings or pigeon lofts without our written permission (which we will not withhold unreasonably). Where permission is given you will become responsible for the future repair and upkeep of the structure. If at any time we inspect the structure and deem it to be unsafe or in poor repair or unsightly, we will either require you to fully address the problems identified by us or withdraw permission for the structure to remain.
- k. You must allow us into the property at any reasonable time to inspect it or to carry out repairs, maintenance or improvements to this property or any property nearby. You must move furniture, fittings, carpets, and anything else you own if it will make it easier for us to

carry out the repairs or maintenance. We will give you reasonable notice of our intention to visit to do any of these things.

- i. You must not assault, threaten, verbally abuse, harass, or obstruct our staff, contractors or agents at any time.
- m. In an emergency (for example, if water is overflowing) we may break into the property to carry out urgent repairs. If we do this, we will repair any damage we caused to the locks, doors, windows or frames when we were breaking in. But if the original fault is not our responsibility, you must pay us the cost to cover the expenses of getting in and also the cost of the repairs.

Part D: Use of the property

1. Illegal use

- a. You must not use the property for any illegal purposes. In particular, you must not allow anyone living in the property to be involved in supplying any prohibited or controlled drug (whether in the property or not). Also you must not allow the property to be used by an illegal broadcasting station.

2. Private use

- a. You must move into the property at the start of the tenancy and only use it as your main or only home. If you will be away from home for more than six weeks, you must ensure the rent is paid and give us the following written details before you go away:
 - How long the property will be empty for.
 - Someone we can contact for a key to the property.
 - How to contact you while you are away

You must give us this information in case there is an emergency while you are away.

- b. You must not run a business at or from the property unless you have our written permission. We may withdraw our permission by giving you 48 hours' written notice if we think that the business is annoying anyone, causing a nuisance or breaking the law.

3. Nuisance and harassment

- a. You must not do anything (in the property, on the estate, or in the neighbourhood it is in), which causes a nuisance or may annoy or inconvenience, or which is intended to cause or is likely to cause alarm or distress to other people at the property, on the estate or in the neighbourhood, or their family or visitors.
- b. You must not assault, threaten, verbally abuse, harass or obstruct our staff, contractors or agents while they are carrying out their job. Also you must not allow anyone living with you (including children) or visitors to do any of these things.

- c. You must not cause a noise (for example, but not limited to, by use of CD/record players, radios, tape recorders, televisions, amplifiers, loudspeakers etc or musical instruments) of any kind in a way that will annoy other people, or so they can be heard outside the property. Also you must not allow anyone living with you (including children) or visitors to do any of these things.
- d. You must not harass or abuse anyone in the property or on the estate or neighbourhood it is in. Also you must not allow anyone living with you (including children) or visitors to do any of these things.
- e. You and any person living on the premises, whether permanently or temporarily, and any visitor to the premises, must not cause damage to any of our property and must not deface or damage any wall, door, fence or other part of any of our premises.
- f. You must not allow or encourage any person living on the premises, or any visitor, to commit any act which breaks conditions 3a to 3d above.
- g. 'Harassment' includes, but is not limited to:
 - violence or threats of violence towards any person;
 - abusive or insulting words or behaviour;
 - damage or threats of damage to property belonging to another person including damage to any part of a person's home;
 - writing threatening, abusive or insulting graffiti; and
 - any action aimed at interfering with the peace or comfort of any other person or to inconvenience a person.

The reason for harassment may be related to a person's race, colour, nationality, ethnic or national origin, their religion or beliefs, their culture, their age or sex, their sexuality, any disability or illness they may have, the family they belong to, their marital status or any caring responsibilities they may have

4. Legal requirements

- a. You must keep to all laws and regulations relating to or in any way affecting your living in the property or its shared parts or surroundings.

5. Heaters

- a. You must not install or use oil, gas or paraffin heaters without outside flues.
- b. You must not store fuel, oil or other flammable material without our written permission.
- c. You must not alter or add to any wire or pipe in the property, or install any new appliances (apart from portable electric appliances) without our written permission. You must use our pipes, wires, heaters and other fittings properly and replace or repair any damaged parts.

6. Overcrowding

- a. You must not allow the property to become overcrowded as defined in Part X of the Housing Act 1985.

7. Pets

- a. You must not keep any animal or animals (other than small caged birds, fish, hamsters, mice or similar small mammals) at the property without our written permission. We can withdraw our permission (by giving you reasonable notice) if we think that any animal you have is causing a nuisance or damage to the property or is being ill-treated or has caused alarm or has frightened people.
- b. Where permission is granted for an animal this will only be for you to keep up to a maximum of one dog and up to a maximum of two cats.
- c. We will not give permission for you to keep:
 - a dog or cats unless your home has direct access in to a fenced, private garden;
 - dangerous dogs in any of our properties (as defined by the Dangerous Dogs Act 1991);
 - livestock or farm animals
 - a snake or any other reptile
- d. You must not commercially breed, or keep solely for sale, any animal or bird at your home.
- e. You will need our permission in writing if you want to keep pigeons. Any permission will be given on condition they will not cause a nuisance and permission may be withdrawn where a nuisance occurs.
- f. Assistance dogs are permitted in properties. These are defined as including guide dogs and hearing dogs.
- g. You must not feed any vermin, including pigeons and squirrels, at your home or in any communal garden.

8. Alterations, and the right to make improvements

- a. During the first 12 months of this tenancy (or any extension period) you do not have the right to make any alterations or improvements to your home (including decorating the outside of the property or altering our fixtures and fittings). If the tenancy continues after 12 months (or any extension period), you must get our written permission before making any alterations or improvements to your home (including decorating the outside of the property or altering our fixtures and fittings).

You must have written permission before putting up a television or satellite dish. We will only refuse to give our permission if we have a good reason to, but we may set reasonable conditions that you must keep to. If you do not get our permission, do the work badly, or do not keep to our conditions, you must pay us extra rent to cover the cost of us putting the property right.

- b. Even if we have given our permission, before you start the work you must get any other approval you need for the work (for example, planning permission or building regulations approval), and you must keep to any conditions in those approvals.

- c. You must make sure that the work is carried out to a proper standard, and you must keep to any conditions we set in our permission. This might include making sure that any alterations do not make essential maintenance more difficult.
- d. When we are increasing your rent, we will not take account of any improvements you have paid for. You may also be entitled to compensation for the improvements when you leave the property. The rules and the way we work out compensation change from time to time. You can get more details from us.

9. Parking

- a. If there is a parking area on the estate the property is on, you can park one private car or motorcycle on it. The vehicle must have an MOT and be fit for use on a public road. It must also be of a reasonable size and weight for the parking area. The vehicle must stand on its own wheels and not be on a trailer, ramps, blocks or any other form of support.

You must get our written permission if you, or any member of your household, want to park any other type of vehicle, or more than one vehicle, in the parking area. We can withdraw our permission at any time by giving you seven days' notice in writing.

- b. If there are allocated spaces in the parking area, you must use only the space that is allocated to you or your household.
- c. You can carry out reasonable minor repairs in the parking area, but you must not break up vehicles, carry out repairs which you will be paid for, use spray equipment or power tools, or cause a nuisance to others.
- d. You must not put caravans, vehicles, trailers, boats or parts from any of these in the property's garden without our written permission.
- e. By signing this agreement you authorise us to remove any vehicle or other object that is left anywhere on our property and breaks these conditions, or which we think has been abandoned or is dangerous. You must pay us the cost to cover our expenses for removing and disposing of any item which any member of your household was responsible for.

10. Shared Parts

(This part of the agreement only applies if the property, such as a flat or a maisonette, has shared entrances, staircases, passageways or balconies.)

- a. You must keep any balcony or corridor outside the property clean.
- b. We will inform you if we have arranged or propose to arrange for a contractor to undertake cleaning to any shared parts, for which you will be required to pay us a contribution for the cost of this cleaning service.

- c. You must not store anything in any internal shared area, or put a motorbike or similar machine in any such area inside the property, unless it has been specifically designated by us for this express purpose.
- d. You must not block the corridors, staircases, balconies or lifts.
- e. You must not throw or hang anything from any landing, balcony, corridor or window.

Part E: Sharing your home

1. Taking in lodgers and sub-letting

A lodger is someone who lives with you, shares your facilities, but cannot stop you from going into any of the rooms they use.

A sub-tenant is someone who has their own self-contained part of your home, may share your facilities, but can stop you going into their part of your home.

Sharing your home with someone may affect any benefit you receive. Get advice from us or from a Citizens' Advice Bureau or an independent advice agency if you are not sure.

- a. You can take in lodgers with our written permission as long as you do not make the property overcrowded. We will not withhold our permission unreasonably.
- b. You must not sub-let part of the property.
- c. You must not sub-let all of the property, so that you no longer live there.

2. Assignment

'Assignment' means transferring your tenancy to someone else. You need a legal document called a 'Deed of Assignment' to do this.

- a. You can only assign the tenancy in the following situations:
 - If a court order made in family proceedings says you can or must assign the tenancy.
 - If you are using your right to exchange. (This is explained in more detail under 'The right to exchange'. You do not have the right to exchange during the first 12 months of the tenancy or any extension period.)
 - If the person you are assigning the tenancy to would be entitled to take over the tenancy if you died immediately before the assignment. This is explained in more detail under 'Succession rights'.
 - If the person you are assigning the tenancy to meets the needs of the Scheme.

- b. If you assign the tenancy in any other circumstances, or if you sublet all of the property, the tenancy may stop being Assured and we will be able to end it.

3. The right to exchange

(You do not have this right during the first 12 months of the tenancy or any extension period.)

- a. If you get our written permission, you can exchange this tenancy with:
 - any secure tenant (who has their landlord's permission); or
 - an assured tenant who can assign their tenancy, and who rents their home from the Housing Corporation, Housing for Wales, a registered housing association or a housing trust which is a charity.
- b. We will only refuse to give our permission for one of the reasons listed in Schedule 3 of the Housing Act 1985. If we refuse for any other reason you can ignore our refusal and assume you have permission.

At the end of this section there is a summary of the reasons why we may refuse to let you exchange. You can read the Housing Act 1985 at our offices, a public library, a Citizens' Advice Bureau, a solicitor's office or an independent advice agency.

- c. When we give our permission we may set a condition that you must pay any rent you owe us, or put right anything that breaks this agreement, before you exchange. We cannot set any other conditions.
- d. If we want to refuse our permission, or to set a condition, we must tell you within six weeks of receiving your application for permission.
- e. If you exchange without asking us, while waiting for permission, or without keeping to any condition we set, both you and the person you exchange with may lose 'security of tenure'. This means you will have no right to stay in your new home or to get your old one back.

Summary of reasons why we can refuse to give our permission to exchange:

- You have been served with a Notice of Intention to Seek Possession, and it is still in force.
- We have started court proceedings against you, and these have not been heard yet.
- A court has said that you have to leave the property.
- The property is too big or too small for the person you want to exchange with or their family.
- The property was specially built or adapted for a disabled person, and the person you want to exchange with has no-one in their household who would benefit from these special features.
- We provided the property with a social service or special facility for people with special needs, and the person you want to exchange with has no-one in their household with those special needs.
- If we'd be breaking our rules by providing a home for the person you want to exchange with.
- You hold a periodic Assured Shorthold tenancy.

4. Succession

Succession is when a relative or partner takes over this tenancy after your death.

- a. Under the Housing Act 1988, if you are the only tenant and you die, this tenancy will pass to your partner, as long as:
 - he or she lived in the property as his or her only or main home at the time of your death; and
 - you are not a successor.
- b. In this agreement, 'successor' means the following people:
 - A partner who the tenancy passed to under the Housing Act 1988.
 - Someone who has a joint tenancy and has become a sole tenant.
 - Someone who has had the tenancy assigned to them as someone who would have been entitled to take over the tenancy if the person assigning had died.
 - Someone who becomes the tenant after exchanging under the 'right to exchange scheme', if they were a successor under their previous tenancy.
 - Someone who becomes the tenant after a court order in family proceedings, if the person they got the tenancy from was a successor.

Part F: Remedies and procedures

1. Changing this agreement

- a. We can change the rent and other payments, as set out in Part A section I.
- b. Anything in this agreement can also be changed if we both agree in writing.

2. Right to consultation

- a. We will consult you before we make any changes to the way we manage or maintain the property if the change is likely to have a big effect on you. We will do this as if Section 105 of the Housing Act 1985 applied to this tenancy.

3. Right to information

- a. You have the right to written information on:
 - the terms of the tenancy;
 - the 'right to buy' your home;
 - the repairs we are responsible for; and
 - our policies and procedures for consulting tenants, providing homes, transfers and exchanges.
- b. Under the Data Protection Act 1998, you can see any personal information we hold about you which you are entitled to see. We will send this to you within five working days of your request. We will not withhold our permission unreasonably, but we will consider things such as confidentiality.

- c. If you think that any information we hold about you is not accurate, you can ask us to correct it.
- d. We are a registered data user under the Data Protection Act. You have the rights given in this part of the agreement as well as your rights under the Data Protection Act.

4. Performance and complaints

- a. We must follow any guidance the Homes and Communities Agency issues about managing homes. This includes 'the Tenants' Charter', which is updated from time to time. You can get copies of the Tenants' Charter from us, and we will give you any information the charter says we must provide.
- b. You can use our complaints procedure if you feel that we have broken the conditions of this agreement or not carried out any of our responsibilities. Our complaints procedure is explained in the tenancy booklet and in leaflets you can get from our offices.
- c. If we do not deal with the complaint, or you think we are still not keeping to the conditions of this agreement, you can get advice and information about your legal rights from a Citizens' Advice Bureau, a law centre or a solicitor. You can also refer any complaint which has not been resolved to your satisfaction through our complaints procedure to the independent Housing Ombudsman Service.

5. Charity status

- a. We have Charity status and are an exempt charity. This means we are not run to make a profit for anyone.

6. Deliver documents

- a. Any letter, notice or other official document which you send us will be valid if you send it to our head office at the address shown on the first page, or to our area office which deals with the property. Any letter, notice, other official or court document which we send you will be valid if we send it to the property this agreement is for or your last known address.

7. General

- a. When we refer to our 'expenses', we mean the charges of our contractors and equipment hire, the cost of paying our own employees and our reasonable administration costs.

Rosemary Simmons Memorial Housing Association Limited
Rosemary House, Portsmouth Road, Esher, Surrey, KT10 9AA
Tel. 01372 461440 www.rsmha.org.uk

**EXAMPLE
ONLY –
NOT FOR
USE**