

**EXAMPLE RSMHA TENANCY AGREEMENT  
– NOT FOR USE**

Over the years RSMHA has reviewed and amended the content of our standard agreements and therefore the exact wording of certain clauses may vary from those in this agreement according to when the tenancy agreement was issued.

Please contact RSMHA for further details tel. 01372 461440

**ROSEMARY SIMMONS MEMORIAL HOUSING ASSOCIATION LIMITED**

**THIS TENANCY AGREEMENT IS BETWEEN**

**NAME AND ADDRESS OF THE ASSOCIATION**

Rosemary Simmons Memorial Housing Association Limited ('the Association') of Rosemary House, Portsmouth Road, Esher, Surrey, KT10 9AA which is registered with the Housing Corporation under Section 3 of the Housing Act 1996,

**NAME OF TENANT**

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

**ADDRESS**

in respect of **#####** ('the premises')

**DESCRIPTION OF PREMISES**

which is a ..... There are gardens to the front and rear to be maintained by tenant to a good standard throughout the tenancy.

The dwelling which is the subject of this tenancy is held by Rosemary Simmons Memorial Housing Association Limited, a charity which is an exempt charity.

**DATE AND START OF TENANCY**

The Tenancy begins on Monday **#####** and is an assured non-shorthold weekly tenancy that is not an assured shorthold tenancy. The terms of the Tenancy are sent out in this Agreement.

**GENERAL TERMS**

1. It is agreed as follows:-

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

Rent £..... per week

(2) There are no services included in this rent

(3) The payment of Rent is due in advance on Monday and is due and collected weekly or four weekly in advance via standing order.

**CHANGES IN RENT**

(4) The Association may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. The Association may increase the rent payment due under this Tenancy on the first day of April following the start of this Tenancy and then on the first day of April of each year thereafter, the increase to take effect from the first Monday of April. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a Rent Assessment Committee to have a market Rent determined. In that case the maximum Rent payable for the following twelve months shall be the rent so determined.

**WATER CHARGES**

(5) Where Water Charges are payable under Clause 1(1) the Water Charges payable by the Tenant shall be the actual amount payable for the Premises. Any increase or decrease in the amount of Water Charges payable by the Tenant is due immediately upon receipt of written notice served by the Association. At Roman Farm Road each property has its own water meter and the Tenant will be responsible for paying the water company directly.

**ALTERING THE AGREEMENT**

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

**SERVICE OF NOTICES**

(7)(i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communications arising from this Agreement, is

Rosemary Simmons Memorial Housing Association Limited  
Rosemary House  
Portsmouth Road  
Esher  
Surrey KT10 9AA

(ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises.

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**THE ASSOCIATION'S OBLIGATIONS**

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## 2. The Association agrees: -

### **POSSESSION**

(1) To give the Tenant possession of the Premises at the commencement of the Tenancy;

### **TENANT'S RIGHT TO OCCUPY**

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

- (i) access is required subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs, servicing of appliances or other works to the Premises or adjoining property, or
- (ii) the Association is entitled to possession at the end of the Tenancy;

**WATER CHARGES** (3) Where Water Charges are payable under Clause 1(1), to pay the appropriate authority any amounts due to them and collected from the Tenant by way of Water Charges.

### **REPAIR OF STRUCTURE AND EXTERIOR**

(4) To keep in good repair the structure and exterior of the Premises including:-

- (i) drains, gutters and external pipes;
- (ii) the roof;
- (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
- (iv) internal walls, floors and ceiling, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
- (v) chimneys, chimney stacks and flues but not including sweeping;
- (vi) pathways, steps or other means of access;
- (vii) plasterwork;
- (viii) integral garages and stores;
- (ix) boundary walls and fences we are responsible for and divisional fencing between gardens for elderly and disabled tenants only.

### **REPAIR OF INSTALLATIONS**

(5) To keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including -

- (i) basins, sinks, baths, toilets, flushing systems and waste pipes;
- (ii) electric wiring including sockets and switches, gas pipes and water pipes;
- (iii) water heaters, fireplaces, fitted fires and central heating installations.

### **REPAIR OF COMMON PARTS**

(6) To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their

electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

### **EXTERNAL DECORATIONS**

(7) To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every five years.

### **SUCCESSION TO SPOUSE**

(8) On the death of a sole Tenant who is not a Successor, that the Tenancy will pass to the Tenant's spouse under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

A Successor is:

- (a) a spouse in whom the Tenancy was vested under this clause; or
- (b) a person by whom the Tenancy was inherited (see the following clause); or
- (c) a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under Clause 3(15)

or

- (d) A Tenant by survivorship when one of two or more joint Tenants has died.

### **SUCCESSION (OTHER THAN TO SPOUSE)**

(9) On the death of a sole Tenant who is not a Successor as defined in Clause 2 (8), to seek possession under ground 7 of Schedule 2 of the Housing Act 1988 only if the person that inherits the Tenancy:

- (i) is not a member of the Tenant's family; or
- (ii) did not reside with the Tenant for the twelve months preceding the Tenant's death; or
- (iii) did not occupy the Property as his or her only or principal home at the time of the Tenant's death; or
- (iv) will not agree in writing to abide by the terms of this Tenancy; or
- (v) his or her occupation would not in the opinion of the Association conflict with the charitable objects of the Association; or
- (vi) his or her occupation would not in the opinion of the Association be in accordance with any planning agreement or permission affecting the premises; or
- (vii) his or her occupation would not in the opinion of the Association be appropriate given the client group for whom the Premises were designed.

The Association may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

### **TENANTS' CHARTER**

(10) To provide the Tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation (the Tenants' Charter) under the provisions of Section 36 of the Housing Act 1996.

## **THE TENANT'S OBLIGATIONS**

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### **3. The Tenant agrees:-**

#### **POSSESSION**

(1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it.

#### **RENT**

(2) To pay the Rent weekly or four weekly in advance.

#### **WATER CHARGES, LOCAL TAXES AND OUTGOINGS**

(3) To pay all outgoings applying to the Premises including water charges and electric and other costs whether metered or billed.

#### **USE OF PREMISES**

(4) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises.

#### **NUISANCE**

(5) Neither to cause, nor to allow members of his or her household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Association.

#### **RACIAL AND OTHER HARASSMENT**

(6) Neither to commit, nor to allow members of his or her household or invited visitors to commit, any harassment, or threat of harassment, on the grounds of race, colour, religion, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee or contractor of the Association.

#### **NOISE**

(7) Neither to play, or to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the Premises between the hours of 11.00 pm and 7.30 am.

#### **PETS**

(8) Not to keep any pets with the exception of fish and small caged birds or by previous agreement in writing by the Association.

#### **INTERNAL DECORATION**

(9) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as often as necessary to keep them in good decorative order.

#### **DAMAGE**

(10) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the

Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default.

### **SAFETY**

(11) The Tenant shall take all reasonable precautions to avoid damage by fire or frost. In particular, the Tenant shall not use paraffin or bottled gas within the Premises without the written consent of the Association.

### **REPORTING DISREPAIR**

(12) To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises or the common parts.

### **ACCESS**

(13) To allow the Association's employees or contractors acting on behalf of the Association access at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs, servicing or other works to the Premises or adjoining property. (The Association will normally give at least 24 hours' notice but immediate access may be required in an emergency.)

### **ROADWAYS**

(14) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions. Not to carry out car maintenance work in any car parking spaces.

### **ASSIGNMENT**

(15) Not to assign the Tenancy except in furtherance of a court order or with the written consent of the Association when exercising the right to exchange set out in clause 4(10) below or assigning the Tenancy to someone that would have been qualified under clause 2(8) or 2(9) above to succeed to the Tenancy had the Tenant died.

### **OVERCROWDING**

(16) Not to allow more than 4 persons to reside at the Premises.

### **LODGERS AND SUB-LETTING**

(17) Not to part with possession of or sub-let part of the premises except in accordance with 4(4) below. Before taking in any lodger or sub-letting any part of the Premises to inform the Association of the name, age and sex of the intended lodger or sub-tenant and of the accommodation they will occupy.

### **ASSURED SUB-TENANCIES PROHIBITED**

(18) Not to grant an assured sub-tenancy of any part of the Premises.

### **ABSENCE FROM PREMISES**

(19) To inform the Association, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for twenty-one days or more.

### **ENDING THE TENANCY**

(20) To give the Association at least four weeks' notice in writing when the Tenant wishes to end the Tenancy.

### **REPLACEMENTS, REPAIRS AND RENEWALS**

(21) To be responsible for the repair or renewal with materials of equivalent quality of the following:

- a) tiles to surrounds and hearths;
- b) gate catches and springs;
- c) locks to stores;
- d) internal door handles;
- e) locks and catches;
- f) casement stays and fasteners to wooden window frames;
- g) tap washers;
- h) broken or cracked window or door glass not caused by a defect in the fabric;
- i) draught excluders;
- j) chains and plugs to baths, sinks and washbasins;
- k) clothes posts;
- l) rotary dryers;
- m) toilet seats;
- n) batteries for smoke alarms (if fitted);
- o) replacement of keys if necessary;
- p) sweeping chimneys annually when in use
- q) keeping all baths, sinks and plumbed fittings clean and unblocked

### **AERIALS AND/OR SATELLITE DISHES**

(22) not to erect any aerial or satellite dish without our written permission.

### **EXTRA COSTS**

(23) to pay any extra costs for repeat visits by maintenance personnel incurred by the Association in completing any repairs, servicing, inspection, or other works if you do not make suitable arrangements to let the Association's employees or contractors into the property after the Association has given you at least 24 hours' notice.

### **PARKING**

(24) Not to park any vehicle except a currently taxed private motor vehicle or small van on the property or on the Association's property.

To park only in areas which the Association approves for parking.

Not to park or allow anybody who lives in or visits the property to park in any space the Association designates for use by disabled people or any other specified restrictions.

Not to store, repair or maintain vehicles, motor cycles, caravans, boats or trailers in or upon the property or any common area in such a way as to cause a nuisance to other tenants or to the Association.

**GARDENS**

(25) To keep gardens and any other outside areas which are part of the property well maintained, tidy and free from rubbish and to pay us any extra costs incurred by the Association in removing rubbish left by you in the garden, outhouses or any outside areas of the property.

**COMMON PARTS**

(26) To make the necessary arrangements with your neighbours to keep any shared common areas clean and free from obstruction if the Association does not provide these services.

**REQUESTS OF WARDEN**

(27) On estates where a Warden is employed, to comply with his or her reasonable requests.

**SECURITY OF PROPERTY**

(28) To take all practical steps to maintain the security of the property and any building you share with others and in particular to ensure that emergency and safety doors are used in emergencies only and are otherwise kept closed. Where a door entry system is fitted the main entry doors should be kept closed at all times.

**MOVING OUT**

(29) At the end of the Tenancy to give the Association vacant possession, to return the keys of the Premises, to remove all furniture, personal possessions and rubbish, and to leave the Premises and Association's fixtures and fittings in good lettable and clean condition and repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

**THE TENANT'S RIGHTS****4. The Tenant has the following rights:-****RIGHT TO OCCUPY**

(1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

**TENURE**

(2) The Tenant shall remain an assured tenant so long as he or she occupies the Premises as his or her only or principal home. The Association can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 to the Housing Act 1988.

**CESSATION OF ASSURED TENANCY**

(3) If the Tenancy ceases to be an assured tenancy the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.

**RIGHT TO TAKE IN LODGERS AND SUB-LET**

(4) Subject to clauses 3 (16), 3(17) and 3 (18) above, the Tenant may take in any persons as lodgers or may with the consent in writing of the Association, sub-let or part with possession of part of the Premises provided that the Tenant may not grant an assured sub-tenancy.

**RIGHT TO MAKE IMPROVEMENTS**

(5) The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial (provided that there is no communal television available), external decoration and additions to, or alterations in, the Association's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permission or building regulations approval). The Association shall not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to seek the Association's consent or to comply with the Association's conditions shall be a breach of the Tenant's obligations under the Tenancy.

**COMPENSATION FOR IMPROVEMENTS**

(6) The Association shall establish a scheme under which the Tenant may be compensated for the costs of specified improvements. The scheme shall operate in accordance with the requirements of the Tenants' Guarantee as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

**RIGHT TO REPAIR**

(7) The Association shall establish a scheme providing the Tenant with a remedy if the Association fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirements of the Tenants' Charter as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

**RIGHT TO CONSULTATION**

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

**RIGHT TO INFORMATION**

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

**RIGHT TO EXCHANGE**

(10) The Tenant has the right to exchange this Tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing

association or a local authority subject to the prior written consent of the Association, which shall only be withheld on specified grounds.

**COMPLAINTS**

(11) The Association has an established procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure operates in accordance with the requirements of the Tenants’ Charter as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

If the Tenant feels that the Association has broken this Agreement or not performed any obligation contained in it, he or she should first complain to the Association in writing, giving details of the breach or non-performance. If the Association fails to deal with the complaint or, in the Tenant’s view, continues not to comply with the Agreement the Tenant can obtain advice and information about his or her remedies at law from a local

Citizens’ Advice Bureau or law centre or from a solicitor. If still dissatisfied after the complaints procedure has been exhausted, the Tenant shall have the right to refer the matter to the Housing Association Tenants’ Ombudsman Service. Details of how to apply are contained in the Tenants’ Handbook.

It is agreed by Rosemary Simmons Memorial Housing Association Ltd and the Tenant that for the purposes of the Contracts (Right of Third Parties) Act 1999, this Tenancy Agreement is not intended to and does not give rights to any third parties to enforce any provision contained in it.

**Signed** on behalf of the Association #####

**Signed** by the Tenant #####

**Date** #####

The Association is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which the Tenants’ Charter applies.

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