



### Assured Shorthold Tenancy Agreement

THIS TENANCY AGREEMENT IS BETWEEN

<b>Name and address of Association (or Landlord)</b>	<b>HALO HOUSING ASSOCIATION LIMITED</b> ('the Association') of Regent House, Regent Street, Blackburn, BB1 6BH (Tel: 01254 676677 Fax: 01254 296497) which is a housing association within the meaning of section 1 of the Housing Associations Act 1985 and a registered provider of social housing under section 111 of the Housing and Regeneration Act 2008.
<b>Name of Tenant</b>	and ('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.)
<b>Address</b>	in respect of ('the Premises')
<b>Description of Premises</b>	which comprises sole use of bedroom, living rooms, kitchen and bedroom.
<b>Permitted Occupants</b>	Not to allow more than <b>one</b> person to reside at the Premises –
<b>The Tenancy</b>	This tenancy begins on for a Week and Weekly thereafter until brought to an end, and it is an assured shorthold tenancy the terms of which are set out in this Agreement. This is an assured shorthold periodic weekly tenancy. The term of the tenancy is Monday to Sunday. For the avoidance of doubt, this also applies where the tenancy commences on any day other than a Monday. This Tenancy will continue on a weekly basis until determined.
<b>Tenancy Support</b>	By entering into this Agreement the Tenant agrees to accept all support provided on behalf of th Landlord by their nominated partner agency. Support will be specific in nature to the tenants needs to enable them to continue to occupy the Premises.

#### TAKE NOTE

This Tenancy is a weekly assured shorthold tenancy. The tenancy granted under this agreement is not an assured non-shorthold tenancy. The terms of the tenancy are set

out in this agreement.

## SECTION 1: GENERAL TERMS

1. It is agreed as follows:-

### 1.1 Payments for the Premises

It is agreed that the rent and other charges payable for the Premises at the date of this Agreement are:-

	£
<b>NET RENT</b> (the "Net Rent")	
<b>SERVICE CHARGE</b> (the "Service Charge")	
<b>TOTAL RENT PAYABLE</b> <b>EACH WEEK</b> (the "Rent")	

### 1.2 Payment Date

The payment of rent and service charge/other charges is due in advance on the Monday of each week. All such charges are to be expressly reserved as rent and recovered accordingly. Rent can be paid weekly, fortnightly or monthly but must be paid in advance.

#### 1.2.1 Previous Tenancy (Where applicable)

The Tenant held a previous Tenancy with the Association and there remains an outstanding debt (which may include but is not limited to rent/service charge arrears, charges for re-chargeable repairs/works, debt recovery fees and court fees) of £ , the Tenant agrees to make an additional payment of £ per week, until this debt is cleared. (delete if not applicable)

The Tenant agrees to pay the debt as detailed above and understands that if the agreement is broken, this will be a breach of tenancy and may result in legal action

### 1.3 Services

The Association must provide the services, if any, listed in the schedules attached to this agreement, for which the Tenant shall pay the Service Charge.

### 1.4 Changes to the Services Provided

The services set out in the attached schedule can be increased, decreased, added to or removed by either:-

A) the written agreement of the Association and the Tenant; or

B) by the Association, after the Association has

- (i) Written to the Tenant setting out the increase, decrease, addition to or removal of the services the Association wishes to make;

- (ii) Given the Tenant a reasonable period of time to make written representations to the Association about the increase, decrease, addition to or removal of the services;
- (iii) Considered any written representations made by the Tenant; and
- (iv) Sent a notice of variation of the services to the Tenant setting out the changes the Association is making to the services provided under the terms of the Agreement (the "New Services") and stating the date on which the changes will take effect. The charges shall not take effect until at least four weeks after the notice of variation is sent.

### **1.5 Service Charge Review**

The Service Charge, Heating Charge and any Other Charges will be reviewed:-

- a) when there is a change in the services provided; and
- b) at least once a year, normally in April.

The Association will give the Tenant at least four weeks' notice of any increase or decrease in the Service Charge ("the Service Charge Notice"). The reviewed Service Charge ("Reviewed Service Charge") will be set out in the Service Charge Notice and will become payable on the date set out in the notice.

### **1.6 Changes in Rent**

The rent will be reviewed once a year and normally on the **1<sup>st</sup> Monday in April**

The association will give the Tenant at least four weeks' written notice ("the Rent Notice") of any increase or decrease in the Rent (the "Reviewed Rent"). The Reviewed Rent will be set out in the Rent Notice and will become payable on the date set out in the Rent Notice. The Association will take into account when reviewing the Net Rent:-

- (i) The Association's rent policy as amended from time to time
- (ii) The Association's Rules
- (iii) The need to set aside enough money into a fund set aside in reserve for future repairs and maintenance of the Association's dwellings
- (iv) The financial needs (both present and reasonably anticipated) of the Association and specifically its ability to pay debts as they fall due
- (v) The Association's financial commitments.

### **1.7 Service of notices**

- (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 communication arising from this Agreement, is Regent House, Regent Street, Blackburn, BB1 6BH.
- (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. It is the responsibility of the Tenant, if absent for any length of time, to make arrangements for the collection or forwarding of mail.

## **1.8 Altering the agreement**

With the exception of any changes in Rent or the Service Charges, this Agreement can only be changed either:-

- i) with the written agreement of the Association and the Tenant; or
- ii) By the Association, after the Association has:-
  - a) Written to the Tenant setting out the changes to the Agreement, the Associations wishes to make;
  - b) given the Tenant not less than 28 days to make written representations to the Association about the changes;
  - c) considered any written representations made by the Tenant; and
  - d) sent a notice of variation to the Tenant setting out the changes the Association is making to the terms of the Agreement ("the New Terms") and stating the date on which the New Terms will take effect. The New Terms will not take effect until at least four weeks after the notice of variation is sent.

## **1.9 Terminating the agreement**

The Association will give the Tenant at least four week's Notice in writing of it's intention to seek Possession, on one or more of the grounds contained in Schedule 2 of the Housing Act 1988 (if any of these grounds apply).

## **SECTION 2: THE ASSOCIATION'S OBLIGATIONS**

### **2. The Association agrees:-**

#### **2.1 Possession**

To give the Tenant possession of the Premises at the commencement of the Tenancy.

#### **2.2 Tenant's right to occupy**

Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where –

- (i) Access is required by the Association, it's Contractor or Agent, subject to reasonable notice, to inspect the condition of the Premises, check compliance with tenancy conditions or to carry out repairs, improvement works or other works, such as electrical testing to the Premises or adjoining Property. For example, once a year the Association must inspect the gas equipment (including any relevant appliances, flues serving those appliances and all pipework delivering gas to the interior of the Premises) at the Premises. This is to ensure compliance with the Gas Safety (Installation & Use) Regulations 1998 and to make sure that there is no danger to the Tenant or to other people including the Tenant's neighbours., or
- (ii) The Association is entitled to possession at the end of the Tenancy, or

- (iii) A Court Order has been granted to exclude the Tenant from the Premises; or
- (iv) It is necessary to check the security of the Premises or the safety or welfare of the Tenant or other occupiers where there is reasonable cause for concern.

### **2.3 Repair of structure and exterior**

To keep in repair the structure and exterior of the Premises including –

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

In addition to Clause 3.8, please note that the Association will not repair or maintain or replace any items, which are damaged or removed by the Tenant, or any other persons who are guests or visitors of the Tenant.

### **2.4 Repair of installations**

To keep in repair and proper working order any installation 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 water pipes;
- (ii) electric wiring including sockets and switches, gas pipes and water pipes; and
- (iii) water heaters, fireplaces, fitted fires and central heating installations.

Once a year the Association must inspect the gas equipment (including any relevant appliances, flues serving those appliances and all pipework delivering gas to the interior of the Premises) at the Premises. This is to ensure compliance with the Gas Safety (Installation & Use) Regulations 1998 and to make sure that there is no danger to the Tenant or to other people including the Tenant's neighbours.

### **2.5 Repair of common parts**

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.

## **2.6 External decorations**

To decorate the exterior of the Premises and any common parts as often as the Association feel is required.

## **2.7 Council Tax**

To pay the Local Authority Council Tax due and collected via the Rent from the Tenant.

## **2.8 Insurance**

To keep the Premises insured against loss or damage by fire or other risks covered by normal buildings insurance and in the event of any damage occurring will use the insurance money for the repair of the property. Such insurance shall not include loss or damage to any belongings of either the Tenant or anybody in the Premises howsoever the loss or damage is caused.

**The Association's insurance does not cover the Tenant's possessions. The Tenant is strongly advised to insure his own possessions with a reputable insurer.**

## **2.9 Housing Management**

To aim to provide the Tenant with information on its housing management policies as required by the guidance issued by the Regulator, Homes & Communities Agency (or its successor)

## **Section 3: THE TENANTS OBLIGATIONS**

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

#### **3.1 Possession**

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

The Association will work with Local Authorities/Police to bring prosecutions under the Prevention of Social Housing Fraud Act 2013 (or subsequent legislation) against Tenants who sublet or part with possession of the Premises.

#### **3.2 Rent**

To pay the Rent and Service Charge/other charges *weekly* in advance.

#### **3.3 Outgoings**

To meet all outgoings applying to the Premises for which the Tenant is responsible, including, but not limited to, council tax, water charges and electric and other costs whether metered or billed. Where the Landlord is responsible for payment of the Council Tax, the Tenant agrees to the rent being adjusted accordingly.

To pay an equal share of all utility costs (Water, Gas, Electric) for the Property.

### **3.4 Use of Premises**

To use the Premises for residential purposes as the Tenant's only or principal home.

You must not run a business from the Premises unless the prior written consent of the Association is obtained. The Association will not refuse consent unless it feels that the business is likely to cause a nuisance to other people or damage the Premises. If after the Association has given their consent, the business causes a nuisance, The Association will give the Tenant notice that the Association withdraw their consent.

### **3.5 Nuisance and Anti-social Behaviour**

In the following clauses 3.5(i) – 3.5(viii) the Tenancy agrees both to comply with the obligations him/herself/themselves and also to ensure that any other occupier of or visitor to the Premises also complies with these obligations both at the Premises and in the locality of the Premises. Thus the Tenant further agrees:-

- (i) Not to cause or do anything likely to cause a nuisance, annoyance or disturbance to any other person;
- (ii) Not to harass any other person or engage in any conduct likely to cause another person alarm, harassment or distress or interfere with the peace, comfort or convenience of any other;
- (iii) Not to commit any harassment or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
- (iv) Not to damage and deface any property or threaten or attempt to do so;
- (v) Not to acquire excessive amounts of items in the property, that may create a health and safety and/or fire risk, including, (but not limited to) discarded items, such as food wrappers, cartons, newspapers etc
- (vi) Not to engage in any activity which is illegal (including but not limited to drug use or dealing) or causes any person to fear for their safety; or
- (vii) Not to interfere or tamper with any security or safety equipment or installations for the supply of any services (including, but not limited to Gas and Electricity meters) to the Premises or to any properties within the locality of the premises.
- (viii) Not to cause or do anything likely to cause a nuisance annoyance or disturbance to an employee, contractor or agent of the Association whether at the Premises or on the locality or otherwise. This includes violence and threatening behaviour either verbally or physically.
- (ix) Not to inflict domestic abuse on your partner, ex partner or other member of your family or household. Domestic abuse can involve physical, sexual, emotional, psychological, financial abuse, honour based violence or forced marriage.

### **3.6 Noise**

Neither to play, nor to allow to be played, any equipment or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood.

If the Association considers that the Tenant has breached clauses 3.5 and / or 3.6 then it may bring proceedings to evict the Tenant, seek an injunction against the Tenant (an injunction means to get a Court Order to stop the Tenant from doing something), and / or seek demotion of the tenancy from full assured to assured shorthold (lose certain rights such as succession, transfer etc), or take any such action as it is entitled to in law at the time of breach of the tenancy.

### **3.7 Pets**

(i) Not to keep or permit to be kept animals at or in the premises without written permission of the Association. Such permission may be subject to certain conditions. The Association will grant, refuse or withdraw permission in accordance with its' Domestic Animals Policy, which may vary from time to time.

(ii) Where permission has been granted to keep animals on the premises to ensure that the said keeping of animals does not cause nuisance or annoyance.

### **3.8 Smoking**

The Tenant agrees to conform to a no smoking policy inside the property and use designated smoking areas away from the premises, eliminating fire risk as a result of smoking in the property. Smoking is expressly forbidden in communal hallways and corridors and outside access doors used as a means of escape from fire.

### **3.9 Internal decoration**

To keep the interior of the Premises in a clean and tidy condition and to decorate all internal parts of the Premises as often as is necessary to keep them in a reasonable decorative order. To carry out repairs that the Tenant is responsible for (but not limited to the following), such as:

- Repairing and maintaining anything that the Tenant has had fitted/installed in their home;
- Anything that the tenant has accepted responsibility for at the start of the tenancy, or where the tenancy was assigned to them and that has been installed by a previous Tenant;
- Replacing toilet seats;
- Replacing washers on taps;
- Replacing all bulbs, in open or sealed units
- Replacing lost or stolen keys and locks;
- Re-glazing windows damaged by the Tenant or members of the Tenant's family or household or visitors;
- Repairing any damage caused by the police if they enter the premises under a warrant;
- Repairing anything damaged by the Tenant or someone they are responsible for.

This is not meant to be a complete list of the Tenant's repair responsibilities and more details are contained within the New Tenant's Starter Pack.

### **3.10 Damage**

To make good (as soon as reasonably possible) any damage to the Premises or the Association's fixtures and fittings or to the common parts and common grounds 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 in carrying out such works in default.

### **3.11 Condition of communal areas**

To co-operate with the Association and neighbours to keep any communal areas clean, tidy and clear of rubbish, refuse and discarded items and any item that may cause obstruction to a means of escape

If the Tenant or resident or visitor causes any obstruction to the communal areas, the Association acting reasonably may charge the Tenant the costs of removing the obstruction.

Not to make or light fires, including barbecues in shared (external or internal) communal areas, without the permission of the Association. Nor to allow any household member, resident or visitor to make or light fires, including barbecues in shared (external or internal) communal areas.

### **3.12 Reporting disrepair**

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

### **3.13 Access**

To allow the Association's employees or contractors or agents acting on behalf of the Association access at reasonable hours to inspect the condition of the premises, check compliance with tenancy conditions, conduct tenancy audit visits and gas safety checks/service and electrical testing or to carry out repairs, improvement works and other works (including, but not limited to works that relate to the safety and security of the Premises or adjoining property or common parts. (The Association will normally give at least 24 hours' notice, but immediate access may be required in an emergency).

Repairs are in some instances a legal obligation on the Association and a right of access granted to the Association for the purpose of repairs is a legally binding obligation on the Tenant, a breach of which may give rise to an application to court for possession of the Premises, and / or an application for an injunction to enforce the terms of the tenancy. If such action is required, the Association will seek an order that the Tenant pays all costs incurred gaining access.

### **3.14 Roadways**

- (i) Not to park a vehicle anywhere on the Premises except on the driveway or paved area intended for parking. No heavy goods vehicle, caravan, motorhome, boat or lorry may be parked on the garden, driveway or paved area around the Premises .

- (ii) Not to park anywhere that would obstruct emergency vehicles. The Association reserves the right to enforce its requirements in relation to unauthorised parking by the use of 'clamping' by external contractors.
- (iii) Not to undertake major car repairs or park an illegal or unroadworthy or untaxed vehicle on the land around the Premises or in any communal area

### **3.15 Assignment**

Not to assign a tenancy except in furtherance of a court order.

### **3.16 Lodgers**

Before taking in any lodger to inform the Association of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

Please note a lodger is defined as "any person who lives in the Premises with you whether or not they pay you"

### **3.17 Sub-letting**

Not to grant a sub-tenancy of the Premises or any part of the Premises.

Please note that subletting is different to allowing a lodger to stay at your Premises and is defined as "giving another person the right to live in part of the Premises to the exclusion of you and your family from that part".

### **3.18 Ending the Tenancy**

To give the Association at least four weeks' notice in writing when the Tenant wishes to end the tenancy. The notice shall end on a Sunday.

During the last four weeks of the Tenancy, upon the Association giving the Tenant at least 24 hours notice in writing, the Tenant will allow the Association or any person acting on behalf of the Association access to view/inspect the Premises at all reasonable hours to conduct a tenancy exit interview or to accompany a prospective tenant.

### **3.19 Moving out**

To give the Association vacant possession and return all the keys of the Premises at the end of the Tenancy (at least by 12.00 noon on the Monday following expiry of the Tenancy) and remove all furniture, personal possessions and rubbish and leave the Premises and the association's fixtures and fittings in a lettable condition and repair including making good where necessary. The Tenant agrees that any property, goods etc left in the Premises at the end of the Tenancy may be disposed of by the Association, as they think fit, who will be entitled to recover from the Tenant the cost of removal and disposal. The costs may be deducted/offset against any credit remaining on the rent account and any outstanding removal costs will remain the tenant's responsibility. Any damage or other remedial work not caused by fair wear and tear will be re-charged to the outgoing tenant.

### **3.20 Smoke Detectors**

To check weekly, the condition of the battery of the smoke detector fitted by the Association and immediately replace it if necessary and advise the Association if the detector is not working for any other reason.

### **3.21 Maintaining Garden Areas**

To keep the garden tidy, by cutting the lawn, trimming the hedges and keeping the garden free from rubbish, refuse and discarded items. If the garden is overgrown or untidy the Association may undertake the work and charge the Tenant for it.

### **3.23 Refuse Containers**

To supply dustbins or other refuse containers or if supplied by the Local Authority to ensure that such containers are available for collection.

### **3.24 Absence from premises, abandonment and surrender**

To notify the Association in writing if the Tenant plans to be absent from the Premises for more than 28 days. In the event of non notified absence exceeding 28 days, or in the event that the Tenant acts in a manner inconsistent with the intention to continue the tenancy, for example, by returning the keys to the Premises to the Association, the Association will assume that the Tenant has given up security of tenure. The Association may then elect to accept the surrender and retake possession and re-let the Premises.

### **3.25 Keeping / Use of Hazardous Substances**

Not to keep or allow to be kept, nor use or allow to be used, bottled gas, paraffin, petrol or any other dangerous material in the Premises or in the communal areas.

### **3.26 Obstruction of Stairs and Hallways**

Where there are communal stairs and landing, not to store bikes, toys, prams, pushchairs, but not limited to, in any areas that may constitute a fire risk, or cause for concern and obstruction.

Not to keep nor allow to be kept, any mopeds, scooters or motorbikes inside the Premises or inside the communal areas (entrance halls, stairs, landings etc), or footpaths other than where clause 3.24 applies.

### **3.27 Electric Mobility Scooters**

Not to store electric scooters other than in designated storage areas and not without first obtaining the Associations permission. Granting of such permission may be restricted by the availability of space or storage for charging. The responsibility for insuring the scooter whilst stored on the Associations premises shall be the sole responsibility of the Tenant.

### **3.28 Erection of additional buildings**

Not to construct or erect any additional buildings at the Premises or on the Associations property, without first receiving the Association's written consent. Such consent will be required for all buildings including sheds, garages lofts and conservatories.

### **3.29 Alterations and Improvements**

Not to make improvements, alterations or additions to the Premises without first obtaining the written consent of the Association and all other necessary approvals (for example: planning permission or buildings regulations approval). In addition, the Tenant must comply with any conditions that are given with consent for alterations and improvements. Such consent may include a term that makes the Tenant responsible for ongoing repair/maintenance and replacement, as necessary. If the Tenant does not comply with any conditions of consent, the Association may request remedial works and in default, may carry out the remedial works and charge you for such works. If Examples of improvements and alterations include, but are not limited to:-

- Decorating the exterior of the Premises
- Altering, adding or removing fixtures and fittings such as kitchen and bathroom units, showers and fires etc
- Installing laminate flooring
- Installing a satellite dish or aerial
- Alterations outside the Premises, such as paths and driveways

## **Section 4: THE TENANT'S RIGHTS**

### **4. The Tenant has the following rights:-**

#### **4.1 Right to occupy**

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 or where the Tenant has been excluded by a Court Order).

#### **4.2 Tenure**

The Tenant has security of tenure as an assured shorthold tenant so long as he / she occupies the Premises as his / her only or principal home. While you are an assured tenant the Association can end the tenancy by obtaining a Court Order for possession of the Premises for one or more of the reasons (known as "grounds") listed in Schedule 2 to the Housing Act 1988 or any subsequent legislation.

The Association will usually give the tenant the required notice as specified in the Housing Act 1988 (as amended) if it intends to ask a Court for a possession order. The Association reserves the right to request that notice be dispensed with, by the Court. The notice will set out the Association's reasons for taking legal proceedings.

#### **4.3 Ending of assured shorthold tenancy**

If the Tenant stops being an assured shorthold tenant (for example, if it ceases to be your only or principal home) the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.

#### **4.4 Right to information**

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.

#### 4.5 Right to make improvements

- (i) The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, satellite dish, 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).
- (ii) 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 obtain the Association's consent or comply with the Association's conditions may be treated as a breach of the Tenant's obligations under this Tenancy.
- (iii) The Association shall establish schemes in respect of the following matters:-
  - a) Providing the Tenant with a remedy if the Association fails to carry out its obligations to repair;
  - b) To be compensated for qualifying improvements.

Each scheme shall operate in accordance with the Regulatory Framework in force at the time. The Association shall provide details of the schemes at the beginning of the tenancy and inform the Tenant of any changes.

#### 4.6 Complaints

The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Homes & Communities Agency 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 still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Housing Ombudsman Service.

#### 4.7 Data Protection

As a registered Data Controller, the Association is also obliged to provide the Tenant with the information the Association holds about him/her, if he/she asks the Association, including anything from electronic files to photographs and call recordings. This is called a Subject Access Request, and the Tenant would have to put the request to the Association in writing.

Once the Association has received the Tenant's written request, the Association will respond in writing with all of the information the Association hold about the Tenant within 40 calendar days. All information supplied by the Tenant in connection with this tenancy agreement, both now and in the future, will be processed in confidence by the Association due to obligations as a Data Controller

under the Data Protection Act 1998. The information is processed for the purpose of setting up the tenancy and in order to help provide the Tenant with the best and most appropriate service now and in the future.

The Tenant is giving his/her permission for the Association to share this information with other departments and agencies, including but not limited to, the sharing of his/her information he/she has provided for:

- The prevention and detection of fraud
- The prevention and detection of crime
- If we are legally obliged to do so
- For the provision of utility services such as electricity, gas and water
- For the collection of arrears and / or debt

Because the information the Tenant provides the Association is very personal, the Association take the Tenant's privacy & confidentiality very seriously. For more information on what the Association do with the information the Tenant provides to the Association, please refer to the Association's Privacy Policy via website <http://www.halohousing.co.uk/privacy-policy/> or ask the Association for a copy.

#### **4.8 Management Information**

The Association will inform the Tenant about the terms of the tenancy, repair obligations and policies and procedures on tenant consultation, housing allocation and transfers. The Tenant also has the right to request information from the Association on management performance as a landlord.

**DECLARATION:**

This agreement contains the terms of the tenancy. The Tenant should read it carefully and ensure that it contains everything that the Tenants wants to form part of the agreement and nothing that the Tenant is not prepared to agree or adhere to. If the Tenant does not understand any term of the agreement, it is strongly recommended that the Tenant ask for an explanation before signing. Alternatively, the Tenant may consider seeking advice from a Solicitor, Citizens Advice Bureau etc.

I/We have been given an opportunity to read the terms and conditions of this Tenancy Agreement.

I/We understand that I/We should not sign it, unless I/We are prepared to agree to comply with the terms and conditions.

I / we have read and understood this Agreement and accept the Tenancy subject to the conditions detailed herein. I/We accept that as a tenant(s), I/We are responsible for the members of our household or visitors, if they breach this agreement.

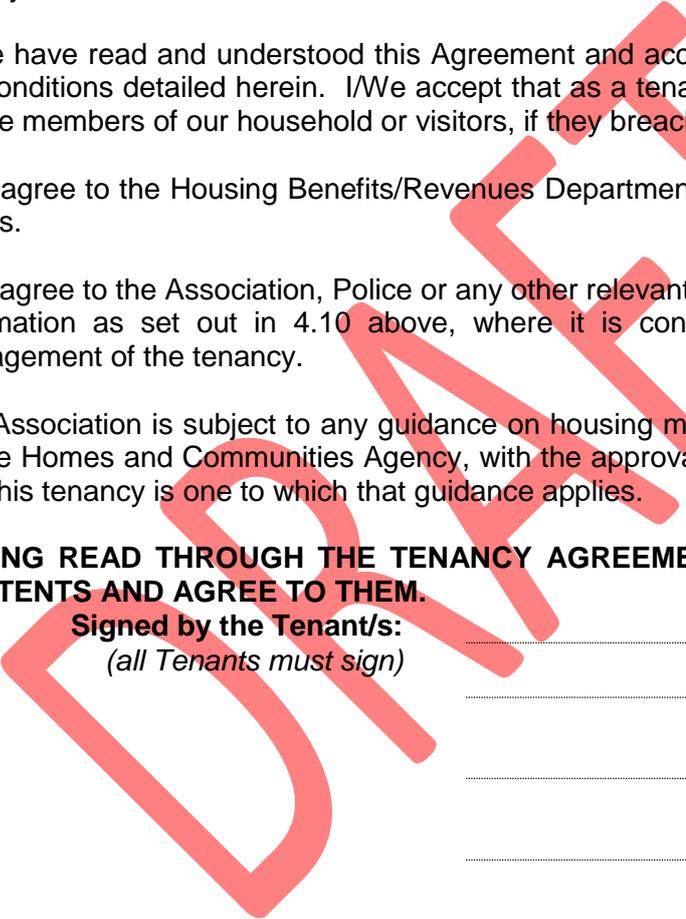
I/We agree to the Housing Benefits/Revenues Department sharing information about claims.

I/We agree to the Association, Police or any other relevant agencies sharing personal information as set out in 4.10 above, where it is considered necessary for the management of the tenancy.

The Association is subject to any guidance on housing management practice issued by the Homes and Communities Agency, with the approval of the Secretary of State, and this tenancy is one to which that guidance applies.

**HAVING READ THROUGH THE TENANCY AGREEMENT, I UNDERSTAND ITS CONTENTS AND AGREE TO THEM.**

**Signed by the Tenant/s:**  
*(all Tenants must sign)*



.....  
.....  
.....  
.....

Signed on behalf of  
the Association:

.....

**Date:**

.....