



ASSURED SHORTHOLD TENANCY AGREEMENT WHERE SUPPORT IS BEING PROVIDED

This Tenancy Agreement is between

Orbit ("the Landlord") of Garden Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU which is a Registered Provider of Social Housing incorporated under the Industrial and Provident Societies Act 1965 and registered under Part 2, Chapter 3 of the Housing and Regeneration Act 2008. Orbit is an exempt charity under section 37(1) of the Charities Act 1993.

and [REDACTED] ("the Tenant")

In respect of [REDACTED] ("the Premises")

which comprises self contained one bedroom flat

[together with the furniture and effects specified in the inventory to this Agreement attached at Appendix 3.]*

*Delete as applicable

The Tenancy begins on 18 January 2024 ("the Commencement Date") and is an Assured Shorthold Tenancy for a fixed term of 6 months from the Commencement Date. The terms of the Tenancy are set out in this Agreement.

1. General Terms

It is agreed as follows:

(1) Payments for the Premises

Rent

The WEEKLY payments (inclusive of charges for services) for the Premises at the date of the Agreement shall be:

Rent	£98.13
Service Charge	£38.79
Total Charge	£136.92

(2) Payment of Rent

You are responsible for meeting all other outgoings in respect of the property, including water charges, sewerage charges and Council Tax (or any local tax which may replace the Council Tax). We are not responsible for any outgoings in respect of the property.

(3) Changes in rent

- (i) The Landlord may increase the Rent, giving 28 days' notice. The Rent will not be increased more than once per year.
- (ii) We may increase or decrease the net rent at any time by giving you at least one month's notice in writing. We will not increase the net rent more than once every 52 weeks save that the first increase may be made during the first 52 weeks of this tenancy.

As this is a fixed term tenancy, Section 13 Housing Act 1988 does not apply to any rent increase.

Any increase will be calculated in accordance with our rent setting policy from time to time in force. We will tell you the amount of the new net rent and the date from which you must start paying it.

(4) Notices

- (i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Landlord for the receipt of legal notices (including notices in proceedings) and any other communication arising from this agreement is for:
- (ii) Any notices served by the Landlord under the terms of this Agreement shall be properly served if addressed to the Tenant and sent by post, delivered by hand to the Premises or given by hand to the Tenant at the Premises.

(5) Altering the Agreement

With the exception of any changes in Rent or Service Charges, this Agreement may be altered by the agreement in writing of both the Tenant and the Landlord.

(6) General

- (i) The Contracts (Rights of Third Parties) Act 1999 is excluded.
- (ii) All references in this Agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-acted from time to time.
- (iii) If the Tenant owes more than one debt to the Landlord (whether in respect of rent or otherwise) the Landlord may decide in its absolute discretion to which debt any payments received from will be applied despite any stipulation by the Tenant to the contrary.
- (iv) This tenancy is granted to facilitate the provision of support for you or a member of your household. The nature of this provision, and your obligations to pay for it, are set out in the separate Support Agreement. The provision of support is fundamental to this tenancy. It shall be regarded as a breach of this tenancy if you withdraw from or breach the Support

Agreement and in the event of such withdrawal or breach we may take steps to end the tenancy.

2. The Landlord's obligations

The Landlord agrees:

(1) Possession

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

(2) Tenant's right to occupy

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

- (i) access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
- (ii) the Landlord is entitled to possession at the end of the Tenancy; or
- (iii) Access is required by the Landlord for the purpose of allowing prospective tenants to view the Premises.

(3) Repair of structure and exterior

In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord shall:

- (i) keep in repair the structure and exterior of the Premises (including drains, external pipes, gutters and external windows);
- (ii) keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (iii) keep in repair and proper working order the installations in the Premises for space heating and heating water.

(4) Repair of common parts

To take reasonable care to keep the common entrances, any shared facilities such as kitchens/bathrooms/living rooms, halls, stairways, passageways, and any other common parts, including their electric lighting and communal heating (where applicable), in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

(5) External decorations

To keep the exterior of the Premises and any common parts in a reasonable state of decoration and to decorate those areas when necessary.

(6) Furniture and household effects

To supply furniture at the commencement of tenancy, as described in the Inventory (Appendix 2) for the Tenant's use, whilst living in the Premises.

3. The Tenant's obligations

The Tenant agrees:

(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 the whole of it.

(2) Rent

To pay the full WEEKLY rent in advance in accordance with Clause 1(2) of this Agreement. Any alternative method of payment must be agreed with the Landlord and will only be permitted in exceptional circumstances.

(3) Use of Premises

- (i) To use the Premises for residential purposes as the Tenant's only or principal home.
- (ii) The Tenant should not operate a business at the Premises

(4) Illegal or immoral use

The Tenant or anyone visiting the Premises, must not use the Premises for illegal or immoral purposes. Examples of illegal or immoral use are (this is not an exhaustive list):

- Using illegal drugs.
- The distribution and sale of illegal drugs.
- The storage of illegal drugs.
- Growing illegal drugs such as cannabis.
- Prostitution.
- Storing or handling stolen goods.

(5) Nuisance

The Tenant or anyone visiting the Premises, must not cause a nuisance or annoyance or behave in such a way as is likely to cause nuisance or annoyance to any tenant, agent, employee or contractor of the Landlord or any person residing, visiting or otherwise engaging in a lawful activity in the locality of the Premises. Examples of this are (this is not an exhaustive list):

- The Tenant or a visitor being in possession of a firearm.
- The Tenant or a visitor swearing at any other resident, employees of the Landlord or any person in the locality of the Premises.
- The Tenant or visitors threatening violence to any other residents, employees of the Landlord or anyone in the locality of the Premises.
- Physically assaulting a resident, employee of the Landlord or anyone in the locality of the Premises.
- The Tenant or visitors vandalising any part of the Premises or surrounding areas by painting or physically damaging those areas.
- Dumping rubbish and furniture and fly tipping.
- Repairing a vehicle if it causes an obstruction or the repairs are unreasonably loud, any repairs must be limited to vehicles owned by the Tenant.
- Failing to abide by any parking controls, or by parking so as to cause an obstruction or on areas such as verges not intended for parking.
- Parking unroadworthy; untaxed or large/commercial vehicles.

(6) Harassment and hate crime

Not to commit or allow visitors to commit any harassment or threat of harassment on the grounds of ethnicity or culture, religion or belief, gender, gender re-assignment, sexual orientation, disability or other which may interfere with the peace and comfort of, or cause offence to, any other persons in the vicinity of the Premises or to any tenant, agent, employee or contractor of the Landlord.

(7) Noise

Neither to use or allow the use of any noise making equipment, for example:

- Radio
- TV
- Musical instruments
- DIY equipment
- Vacuum cleaners
- Washing machines

so loudly that it causes a nuisance or annoyance to neighbours or so that it may be heard from outside of the Premises between the hours of 11pm and 7am.

(8) Animals

Except in the case of assistance dogs (for example guide dogs) not to keep or allow any animal into the Premises or into any of the communal parts.

(9) Interior of the Premises and common parts

- (i) To keep the interior of the Premises in good and clean condition and well ventilated, free from rubbish and to keep them in good order.
- (ii) To keep any furniture or fixtures and fittings provided in good condition, fair wear and tear excepted and to pay for cost of replacing where damage has been caused by the Tenant or the Tenant's visitors.
- (iii) Not to bring furniture into the Premises.
- (iv) To assist in keeping any communal areas such as entrances, stairways, corridors and landings clean, tidy and free from obstruction. The Tenant should not leave any personal belongings or rubbish in these areas. If the Landlord has to remove anything from these areas the Landlord may charge the Tenant with the cost of this work.
- (v) Not to remove the flooring provided by the Landlord.
- (vi) To comply with any health, safety or fire advice given by the Landlord and not to engage in any conduct likely to endanger the Tenant's own health and safety or that of any other person.
- (vii) Not to install or place a satellite dish anywhere in or on the building.
- (viii) Not to stick, screw, use picture hooks or display anything, including but not limited to posters and photographs, to the walls or other surfaces (including windows) of the Premises or the communal parts.
- (ix) Not to bring into the Premises any personal heaters or use any other heaters at the Premises other than those provided by the Landlord.
- (x) Not to change the locks or install additional locks to the Premises.
- (xi) Not to bring cycles / motorbikes or similar into the premises

(10) Disposal of refuse

- (i) Refuse must be in appropriate bin liners suitably tied and disposed of. Refuse must not be left in any other part of the communal areas.

- (ii) Not to leave large bulk items out in the communal parts or in the local area to be collected by the local authority waste collection service, for example furniture, televisions, fridges, cookers or any other electrical items.

(11) Gardens and outside space

Not to use the garden or any other external areas to store any possessions or rubbish, scrap metal, or vehicle parts (including tyres).

(12) Damage

- (i) To make good any damage to the Premises or to the Landlord's fixtures, fittings, furniture and household effects or to the common parts caused by the Tenant or any visitor to the Premises (fair wear and tear excepted) and to pay any costs incurred by the Landlord in carrying out works in default or replacing damaged items, including furniture.
- (ii) Not to remove any furniture or effects from the Premises (as outlined in Appendix 2).

(13) Reporting disrepair

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

(14) Smoking

Not to smoke, nor allow others to smoke, in the Premises.

(15) Access

- (i) To allow the Landlord's employees or contractors, acting on behalf of the Landlord, access at reasonable times and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs, inspections, improvements, Health and Safety inspections or other works to the Premises or adjoining property. (The Landlord will normally give at least 24 hours' notice of its intention to enter the Premises for this purpose but immediate access may be required in an emergency.)
- (ii) Where access is continually refused the Landlord reserves the right to charge the Tenant for missed appointments.

(16) Roadways

Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of un-roadworthy vehicles and other obstructions.

(17) Lodgers

Not to take in any lodger.

(18) Sub-letting

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

(19) Absence from Premises

To inform the Landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for two weeks or more, contact details for the duration of the absence must be provided.

(20) Principal home

That during the tenancy the Tenant must not (either solely or jointly) own or rent any residential property which would be reasonable for the Tenant to live in as his or her home, whilst the Tenant

is employed by the Landlord. The Tenant must tell the Landlord if the Tenant owns a residential property, has another residential lease or tenancy or inherits a property.

(21) Altering and improving the Premises

Not to carry out any alterations or additions, including but not limited to the installation of grilles and security gates, to the Premises.

(22) Personal information and data protection

- (i) The Landlord will always process any personal and sensitive personal information in line with the Data Protection Act 1988 or such other legislation that is in force from time to time.
- (ii) The Landlord will use the Tenant's information to help carry out its work as Landlord and provide appropriate services. Sometimes the Landlord may need to share information about the Tenant with other organisations to support the tenancy, such as contractors who carry out repairs, statutory organisations, local authorities, utility companies and, in rare circumstances, the police.
- (iii) The Landlord will usually ask permission to collect, use and share personal information, except in exceptional circumstances where it is not required to do so. The Landlord will hold a copy of this Agreement, along with other information about the Tenant, on the tenancy file.
- (iv) The Tenant has the right to ask for access to the information the Landlord holds about the Tenant and to the Landlord to correct any mistakes.

(23) Ending the Tenancy

To give the Landlord at least one month's notice, in writing, when the Tenant wishes to end the tenancy.

(24) Moving out

To give the Landlord vacant possession and return all the keys/access fobs of the Premises at the end of the Tenancy to the Landlord and to remove all other personal possessions and rubbish and leave the Premises and the Landlord's fixtures and fittings in good lettable condition and repair. The Landlord accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy and the Landlord will be entitled to dispose of or sell these items. The Tenant must ensure that all rent or monies otherwise owed to the Landlord are paid.

4. The Tenant's rights

The Tenant has the following rights:

(1) Right to occupy

The Tenant has the right to occupy the Premises without interruption or interference from the Landlord for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors or as otherwise permitted by statute) 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.

(2) Tenure

The Tenant shall remain an assured shorthold tenant for the duration of the Tenancy so long as he or she occupies the Premises as his or her only or principal home. So long as the Tenancy remains

an Assured Shorthold Tenancy the Landlord may end it only by obtaining a court order for possession of the Premises:

- (i) on one of the grounds listed in Schedule 2 to the Housing Act 1988 (a summary of the grounds is available on request); or
- (ii) Due to the Landlord serving two months' notice requiring possession of the Premises, such notice not to expire within six months of the commencement of this Tenancy.

(3) Cessation of Assured Shorthold Tenancy

If the Tenancy ceases to be an assured shorthold tenancy the Landlord may end the Tenancy by giving one month's notice in writing to the Tenant.

(4) Right to consultation

The Landlord shall consult the Tenant before making changes in matters of housing management or maintenance that is likely to have a substantial effect on the Tenant.

(5) Right to information

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

Signature of Tenant:

[Redacted Signature]

Name of Tenant:

[Redacted Name]

Date:

18/01/2024

Signed on behalf of the Landlord:

[Handwritten Signature]

Name of Employee:

SIMON JETD

Date:

18/1/2024

Appendix 1

Support Agreement

This is a supported property, as such you must always engage with the support provided. If you terminate your support, you would no longer be eligible for this property.

Appendix 3

Cooker, washing machine, fridge freezer

Orbit Housing Association Ltd

Budget Statement 2023/24

Appendix A



Property Reference - 30259

Estate - [REDACTED]	Total Budget Costs	Your Contribution
Ad-Hoc Cleaning Costs	£100.00	£8.33
Bulk Waste Removal	£100.00	£8.33
Cleaning (Estate Services)	£650.99	£54.25
Grounds Contract	£2,129.34	£177.44
Pest Control	£1,050.00	£87.50
Repairs	£120.00	£0.00
Total : Estate - Elizabeth Court	£4,150.33	£335.86

Block Elizabeth Court (1-12)	Total Budget Costs	Your Contribution
Asbestos Survey	£73.08	£6.09
Cleaning (Estate Services)	£1,627.47	£135.62
Communal Legionella Inspections	£471.89	£39.32
Electricity	£373.83	£31.15
Fire Risk Assessments	£426.89	£35.57
PAT Testing	£126.00	£10.50
Renewals Contribution	£2,105.28	£175.44
Repairs	£600.00	£0.00
Security Equipment Repairs	£1,000.00	£83.33
Staff Costs	£1,388.89	£115.74
Water	£975.00	£81.25
Total : Block Elizabeth Court (1-12)	£9,168.33	£714.03

Core Elizabeth Court (1-12)	Total Budget Costs	Your Contribution
Emergency Lighting Repairs Contract	£360.95	£30.08
Emergency Lighting Servicing Contract	£429.11	£35.76
Fire Equipment Repairs Contract	£600.00	£50.00
Fire Equipment Servicing Contract	£655.20	£54.60

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Minor Equipment Purchases	£100.00	£8.33
Repairs	£600.00	£0.00
Window Cleaning	£122.48	£10.21
Total : Core (1-12)	£2,867.74	£188.98
Supported Housing Management	Total Budget Costs	Your Contribution
Intensive Housing Management	£5,174.01	£431.17
Total : Supported Housing Management	£5,174.01	£431.17
Sub Total	£21,360.41	£1,670.03
Property Specific Budgets		Your Contribution
Management Fee		£150.09
Total Property Specific Budgets		£150.09
Total Service Charge Budget		£1,820.12
Prior Year Deficit 2021/2022	DR	£197.10
Annual Service Charge		£2,017.22
Weekly (52) Service Charge		£38.79
Total Weekly Service Charge		£38.79

This budget has been produced in good faith and to take account of anticipated expenditure during the forthcoming year. However, it must be noted that as Service charge costs can and do vary in comparison with the budget there can often be variances at the end of the year.