



# Assured Tenancy Agreement

providing  
quality services that  
make a difference  
to people's lives



**Reviewed**  
**October 2014**

**[www.calico.org.uk](http://www.calico.org.uk)**



# Contract

Start Date

Tenant (1) Name -

## Landlord

CALICO HOMES LIMITED (company number 3752751)  
of Centenary Court Croft Street Burnley Lancashire  
BB11 2ED is a registered provider of housing under  
section 3 of the Housing Act 1996 (number L4254).

Tenant (2) Name -

NI Number: (1)

NI Number: (2)

Property: \_\_\_\_\_

1. This Agreement for an Assured Tenancy is made between the LANDLORD and the TENANT.
2. This Agreement for a tenancy relates to the PROPERTY.

This Tenancy is granted to you on the basis that the following people are in your household, living in your home (including you): The maximum number of people allowed to live in this property is:

Name	Male/Female	Relationship to you	Date of birth

3. The Agreement for a tenancy will start on the START DATE.
4. The rent payable for the PROPERTY is calculated below:

Rent £ \_\_\_\_\_.

PLUS Service charge items (delete if not applicable)

- Community Alarm £ \_\_\_\_\_.
- Support Charge £ \_\_\_\_\_.
- Furnished Property Charge £ \_\_\_\_\_.
- Energy – Common parts £ \_\_\_\_\_.
- Concessionary TV licence £ \_\_\_\_\_.
- Grounds Maintenance £ \_\_\_\_\_.
- Caretaking £ \_\_\_\_\_.
- Cleaning £ \_\_\_\_\_.
- Window Cleaning – Common parts £ \_\_\_\_\_.
- Lift Maintenance and Insurance £ \_\_\_\_\_.
- Intensive Housing Management £ \_\_\_\_\_.
- Administration £ \_\_\_\_\_.
- Others £ \_\_\_\_\_.

**Total Weekly Rent Payment**  
£ \_\_\_\_\_.

5. Your rent must be paid in advance by Monday each week.
6. The tenancy created by this Agreement is an Assured Tenancy (Transfer).
7. The terms of this tenancy are set out in this Agreement.

## Signatures

I have read this Agreement, or I have had this Agreement read to me (delete as appropriate). I confirm that I understand the meaning of this Agreement and that I will comply with all terms and conditions.

Dated:

Signed:

Signed:

Signed:

Name:

Job Title:

Top copy: Calico

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Dated:

Signed:

Signed:

Signed:

Name:

Job Title:

Bottom copy: Customer



# Terms Relating to Your Tenancy Agreement

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# 1. Rent

This section of the agreement sets out your obligations to CALICO HOMES LIMITED with respect to the rent payments you need to make. It also deals with the increases in your rent.

## General Provisions

- 1.1 You must pay your rent as set out in this agreement.
- 1.2 You must pay the rent without deduction, a week in advance, every Monday.
- 1.3 You will pay to us, as rent, any overpayment of payments made on your behalf (including any benefit) which are subsequently recovered from us by the local authority (or any other authority) in relation either to this tenancy or to a previous tenancy held by you.
- 1.4 If you want to pay using a method other than monthly direct debit please contact us. If you have any difficulty paying you should contact CALICO HOMES LIMITED immediately.
- 1.5 If you do not pay the rent CALICO HOMES LIMITED may apply to the Court for an order for possession which may result in you being evicted from your home.
- 1.6 If you are joint tenants you are each responsible for all the rent and for any arrears. CALICO HOMES LIMITED can recover all rent arrears owed for your home from any individual joint tenant.
- 1.7 The amount you pay depends on the services in your home and on its size, type and location.

## Service Charges

- 1.8 Some tenants pay extra for services provided in addition to their rent. If you are one of these tenants, this will be shown in this Agreement.
- 1.9 You must pay for your services at the same time as you pay your rent. If services are provided with your home, you will pay (as rent) service charge without deduction, a week in advance, every Monday.

- 1.10 If there is to be a change in the amount payable for service charges then CALICO HOMES LIMITED will let you know in writing at least 4 weeks before any change takes place. Changes are normally undertaken at the same time as rents are changed but can occur at any time (See 5.14).

If your service charge is fixed, you will pay a fixed amount (decided by us) for the services that we provide and we can increase the service charge by giving you four weeks' notice in writing.

The service charge (whether it is fixed or variable) can also be changed, if new services are introduced or existing services are stopped.

We can change your service charge from a variable service charge to a fixed service charge or from a fixed service charge to a variable service charge, by giving you four weeks' notice in writing.

## Changes to the Rent

### 1.11 Increases

We may increase the rent in accordance with Sections 13 & 14 of the Housing Act 1988 by giving you not less than one calendar month's notice in writing of the increase.

The notice will specify the new rent payable.

The rent payable can be increased with effect from the first Monday of April each year (this is called the '**Rent Variation Date**'). For the avoidance of doubt, the rent can be increased during the first 12 months of the tenancy.

We can change the Rent Variation Date by giving you four weeks' notice in writing.

- 1.11.1 Subject to Clause 1.12 the rent shall not be increased more than once within 52 weeks of the last increase.

1.11.2 The revised rent shall be the amount specified in the notice of increase unless EITHER of the parties agree to an alternative figure OR you exercise your right to refer the notice to a Rent Assessment Committee to have a market rent determined, in which case the maximum rent payable for one year after the date specified in the notice shall be the rent so determined.

1.11.3 The "Rent Assessment Committee" is an independent panel of people who decide on the rent payable.

#### 1.12 Rent increases for improvements

If we carry out any improvement works to the Premises we may increase the rent for the period from completion of such improvements up to the first Monday in the following April or from the following April, which will be included in your rent increase. We will advise you of the amount of rent increase (if any) which will be due from you when the improvements are completed before carrying out any such optional improvements.

This increase is in addition to the increase due under the Rental Increase Clause 1.11.

### Arrears and Advance Payments

1.13 If at any time when this tenancy agreement is granted you have made any advance payments or you are in arrears of rent in respect of the Property then CALICO HOMES LIMITED will:

- a) Credit the amount of any advance payment to your Rent Account, or
- b) Debit the amount of arrears to your Rent Account.

1.14 If you vacate the Property to become a CALICO HOMES LIMITED'S tenant in another property:

- a) CALICO HOMES LIMITED shall be entitled to use all payments subsequently made by you to settle any outstanding debt due from you to CALICO HOMES LIMITED in respect of the Property or your occupation of it, or
- b) CALICO HOMES LIMITED shall be entitled to credit your rent account in respect of the new tenancy with any sums due to you from CALICO HOMES LIMITED in respect of this tenancy.

1.15 It is the responsibility of the tenant to pay rent and to resolve any claims for benefit with the relevant government department.

1.16 With effect from 1 April 2015 we have the right (subject to any future changes in regulation) to charge you up to market rent to live at your property where your household income was £60,000 gross or more in the previous tax year.

Market rent is calculated by considering what rent tenants are paying in similar properties in similar areas to yours and we will not be bound by the usual limits on the rent we can charge our social housing tenants.

Where you are not already paying market rent, we may increase your rent up to market rent after providing you with one month's written notice.

Where you are living in the property with someone else, your household income will take account of the highest two incomes in your household. Your household includes you and any joint tenant, spouse, civil partner or partner living with you.

You are required to co-operate with us by providing details of your household income. You must provide this information within 28 days of our reasonable request or otherwise advise us in writing why you are unable to provide this information. We may also require you to sign a form of authority allowing another person, such as an employer, to provide income information to us.

If at any stage during your tenancy your household income drops below £60,000 gross you are required to notify us immediately and provide us with the necessary evidence. We may then reconsider the amount of rent we charge you and, if appropriate, amend your rent within a reasonable amount of time.



## 2. Maintenance and Home Improvements

This section of the agreement deals with the rights and responsibilities of the landlord and the tenant regarding repairs and improvements to the property.

### Tenant's Rights

- 2.1 You have the right to have repairs completed in a reasonable timescale.
- 2.2 In some cases you have a legal "Right to Repair" – you may be able to get some compensation if certain repairs are not done on time under section 96 of the Housing Act 1985 (as amended) and the Regulations made thereafter applied to the tenancy. Please ask us for more information.
- 2.3 You have the right to make your own improvements such as installing alternative forms of heating. Before you do this you must get CALICO HOMES LIMITED'S agreement in writing. We will not refuse permission unless there is a good reason. We will require confirmation from you if planning permission and building regulations approval is required for the improvements that you propose. All such improvements must be carried out to our satisfaction by a qualified tradesperson and we will normally inspect the work on completion. You are responsible for any future maintenance of any improvement work you have carried out.

- 2.5 CALICO HOMES LIMITED will repair and maintain any common parts including stairs, lifts, landings, entrance halls, lighting, passageways, electrics & fire equipment to ensure it is fit for use by you and other occupiers and visitors to the property.
- 2.6 CALICO HOMES LIMITED will complete repairs in a timely manner dependant on the urgency of the repair.
- 2.7 CALICO HOMES LIMITED will, where access to your home is required, endeavour to make prior arrangements with you if it is necessary to inspect or repair your home internally. This may not be possible in the case of an emergency.
- 2.8 CALICO HOMES LIMITED have a legal right to take possession of your home to carry out major repairs/complete redevelopment/demolition/health and safety related repairs and inspections including those affecting neighbouring properties.
- 2.9 In the event that CALICO HOMES LIMITED need to take legal possession as stated in landlord's rights, alternative temporary or permanent accommodation will be sought to meet customers' needs.

### Landlord's Duties

- 2.4 CALICO HOMES LIMITED agrees to:
- Repair and maintain the structure and exterior of the building
  - Provide, repair and maintain kitchen & bathroom fixtures
  - Repair and maintain heating & water equipment to meet required safety regulations
  - Install the supply of domestic hot and cold water, gas and electricity(excluding meters)
  - Repair and maintain communal areas in and around your home that are the responsibility of CALICO HOMES LIMITED.

Except in the circumstances set out in Clause 2.15 below.

The repair undertaken will be in keeping with:

- the age
- the character
- the location, and
- the expected life of your home.

### Tenant's Duties

- 2.10 You must report to us any faults, damage or structural defects as soon as you become aware of them.
- 2.11 You must allow CALICO HOMES LIMITED representatives access into your home and gardens to inspect and carry out repairs, improvements or to check that you have not damaged the property. Usually you will receive prior notification of this.
- 2.12 In emergency situations you MUST allow access immediately to your home/garden. If you do not let us in you could be putting yourselves and your neighbours at risk. In such circumstances we (or our agents) may have to force entry into your home or garden, which could leave you liable for the cost of repair. Never let anyone in without seeing official identification. (If you are in doubt contact CALICO HOMES LIMITED.)

- 2.13 The most common reasons why we may need to enter the Property without permission are:
- 2.13.1 When you have refused access for your gas service, asbestos surveys and removals or repairs
- 2.13.2 When we need to carry out urgent works to an adjacent property
- 2.13.3 When we need to make the Property safe because we believe that you have abandoned it and we think you are no longer living there
- 2.13.4 To check that you have not damaged or allowed the property to be damaged.
- 2.14 If you, anyone living with you, or any visitors:
- Damage
  - Destroy
  - Remove
  - Lose
  - Alter
  - Replace
- any part of the following (whether on purpose or by neglect):
- The structure and exterior of the building – roofs, walls, floors, ceilings, window frames, external doors, drains, gutters or outside pipes
  - Sinks, basins, toilets, baths, drains and gulleys
  - Kitchen and bathroom fixtures – basins, sinks, toilets, baths
  - Heating equipment & water heating equipment
  - Any communal areas around your home – stairs, lifts, landings, entrance halls, paving and communal gardens.
- You will be responsible for the repair or replacement. We may do the repairs and charge you for the cost of them (including V.A.T.).
- 2.15 You are responsible for replacing the following:
- Damaged locks & fobs or lost keys & fobs
  - Hinges, catches and handles to kitchen units and other cupboards
  - Electricity fuses
  - Plugs and chains for sinks, baths and wash basins
  - Minor plaster cracks
  - Damaged fencing and gates including latches and hinges
  - Light bulbs, including fluorescent tubes
  - A full list of repair responsibilities is available in the relevant policy document.
- 2.16 You are responsible for decorating inside your home. If you need assistance with decorating, please ask us for more information.
- 2.17 You are responsible for repairing and maintaining your own equipment such as cookers and washing machines, furniture or belongings, and any improvement you have put in yourself unless you have a written agreement for us to repair and maintain it.
- 2.18 You must make good any damage you cause by putting in or taking out your own fixtures and fittings.
- 2.19 You must not decorate the inside walls of your home with any artex-type substance or any paint which produces a raised, textured, or rippled finish. If you do, we can charge you for removing this type of covering when you move out.
- 2.20 You must not decorate the outside walls of your home without prior written consent from CALICO HOMES LIMITED.
- 2.21 If you make an improvement or alterations to your home without our written agreement we may tell you to return the Property to how it was before. If you don't, CALICO HOMES LIMITED will do the work and recharge you for it.
- 2.22 You are responsible for carrying out minor repairs to your home.
- 2.23 If you cannot arrange for work, which is your responsibility, to be done, CALICO HOMES LIMITED may undertake to do this on your behalf and charge you for the cost of the repair (including V.A.T.).
- 2.24 You must not store belongings in lofts where insulation is present.
- 2.25 You must not install multi fuel stoves or gas fires without written permission from CALICO HOMES LIMITED.
- 2.26 You must allow access for any asbestos surveys/removals.
- 2.27 You must not store personal items in communal areas without written permission from CALICO HOMES LIMITED.



- 2.28 You must allow access for your gas & electric checks to be completed. These are a legal requirement.
- 2.29 You must ensure that your home is adequately heated and ventilated to assist with prevention of condensation and damp.

### 2.3 Right to make improvements

Any improvement must be completed by a qualified tradesperson. These improvements will be inspected by CALICO HOMES LIMITED. CALICO HOMES LIMITED will not accept responsibility for repairs or maintenance of items which have been installed by the Tenant or their appointed tradesperson.



## 3. Community Responsibilities

This section of the Agreement deals with the Tenant's responsibilities to the community and what actions the Landlord can take to enforce these obligations.

We are committed to creating successful neighbourhoods. This means we promise to fight anti-social behaviour and to encourage a culture of respect. Respect is all about understanding and accepting the needs of everyone around us.

CALICO HOMES LIMITED will seek to enforce the tenant's responsibilities by taking all reasonable action, including legal action.

### Tenant's Responsibilities

#### 3.1 Violence, domestic violence, anti-social behaviour and hate crime

3.1.1 You must not behave (or threaten to behave or encourage anyone else to do so) in a violent, menacing, threatening or abusive manner:

- In your home or in its locality towards any person who is lawfully in or in the locality of your home, including your neighbours, other members of your household and our staff, agents and contractors
- In our offices, and their locality towards any person who is lawfully in or in the locality of our offices, including your neighbours and our staff, agents and contractors
- In any other place towards our staff, agents and contractors.

3.1.2 You must not inflict violence on or threaten violence against anyone living with you.

3.1.3 You must not damage or threaten to damage any property belonging to us, your neighbours, our staff, agents and contractors or any other person who is lawfully in or in the locality of your home.

3.1.4 You will not behave in a way that causes or is likely to cause nuisance, annoyance, alarm or distress to your neighbours, or any other person who is lawfully in or in the locality of your home (including our

staff, agents and contractors). Examples of behaviour that will or is likely to cause nuisance or annoyance include but is not limited to:

- Loud music, radios and television (see section 3.1.5 below)
- Shouting, arguing, offensive language and slamming doors
- Dog barking
- Dog fighting
- Animal fouling
- The use of noisy machinery
- Offensive drunkenness
- Prostitution
- Selling drugs, drug or alcohol abuse
- Dumping rubbish
- Obstructing shared areas
- Dismantling or repairing motor vehicles
- Driving, riding or using vehicles (including bikes and motor cycles) dangerously or inconsiderately or on paths or other pedestrian areas
- Throwing anything out of a window of your home
- Displaying graffiti, offensive or obscene messages or posters
- Playing ball games near other people's homes or where ball games are not permitted.

3.1.5 You must make sure that any noise from your home does not annoy or disturb your neighbours. You must not use a television, radio, record or CD or tape player, musical instrument or other equipment, so that it can be heard outside your home.

3.1.6 You must not encourage or allow any other person to act in any of the ways or do any of the things described in section 3.1.1 to 3.1.5 above.

**You are responsible for the behaviour of anyone living at or visiting your home.**



### 3.2 Racial and other harassment

- 3.2.1 You will not harass any person on the grounds of sex, age, race, colour, ethnic or national origin, caring responsibilities, appearance, religion, marital status, sexual orientation, disability, incapacity or because they are HIV positive or suffer from AIDS or any other reason.
- 3.2.2 Examples of harassment include:
- Violence or threat of violence towards any person
  - Abusive or insulting words or behaviour;
  - Stalking someone
  - Damage or threats of damage to property belonging to another person, including damage to any part of a person's home or to our offices
  - Writing threatening, abusive or insulting graffiti
  - Making untrue allegations against someone.
- 3.2.3 You must not encourage any other person to act in any of the ways or do any of the things described in sections 3.1 and 3.2 above.

### 3.3 Drugs

You must not illegally have or use controlled drugs and substances in your home. In particular you must not:

- Cultivate and/or prepare any of these drugs
- Supply any of these drugs to another person
- Offer to supply any of these drugs to another person
- Possess any of these drugs with the intention of supplying them to another person
- Alter your home in such a way as to enable it to be used for supplying drugs to other persons.

- 3.4 If you or any member of your household, lodger, sub-tenant or visitor behaves in an anti-social way CALICO HOMES LIMITED will be entitled to take legal action against you; such legal action can include but is not limited to:

- 3.4.1 Taking action to take possession of your Property

- 3.4.2 Obtaining an Anti-Social Behaviour Order/ injunction

- 3.4.3 Obtaining a Demoted Tenancy Order.

- 3.5 CALICO HOMES LIMITED have the right to apply for and obtain injunctions (including any other legal remedy which may become available to us as appropriate) against the Tenant, lodger, members of their family and visitors, to prevent actual or threatened serious breaches of this tenancy agreement and we may also seek the attachment of a power of arrest to the injunction where we consider this to be appropriate, for example where a person uses or threatens to use violence against another person or where there is a risk of significant harm to another person.
- 3.6 CALICO HOMES LIMITED will work in partnership with the local authority and the Police, in securing Anti-Social Behaviour Orders (including any other legal remedy which may become available as appropriate) where necessary.

### Violence and abuse within the home

- 3.7 You must not assault, threaten or harass any person living with you or physically, sexually, emotionally, financially or discriminatorily abuse them, such as that person can no longer live peacefully in the property.
- 3.8 If someone has left the property due to violence and we are satisfied that the person and/or partner who has left is unlikely to return then we may take action to regain possession of the Property.

### Pets

- 3.9 You should apply to Calico Homes Limited for permission to keep some pets including dogs. Please consult with us if you have an assistance dog.
- 3.10 If you live in a flat or maisonette with an enclosed communal entrance, you must not keep any pets other than caged birds without our written permission.



- 3.11 You must keep your pet(s) and/or any visitors' pet(s) under proper control, ensure they do not damage your home and ensure that they are not a nuisance, annoyance, hazard, or danger or frighten your neighbours or the community.
- 3.12 You must make sure that any fouling by the pet(s) or any of your visitors' pet(s) is removed immediately.
- 3.13 You must not carry out any pet breeding at the Property or keep any form of livestock at the Property.

You cannot keep or bring into your home or any shared area:

- A dangerous wild animal (as defined by the Dangerous Wild Animals Act 1976), or
- A dangerous dog (as defined by the Dangerous Dogs Act 1991).

If an animal causes a nuisance or annoyance we can require you to remove the animal from your home or impose any other condition to prevent the animal from causing nuisance or annoyance. You must comply with our requirements in this respect.

### Communal areas

Communal areas can include corridors, entrance foyers, laundry rooms, garden areas and lounges.

- 3.14 You, and visitors to the Property, must not interfere with, misuse or vandalise the security and safety equipment in communal areas. CALICO HOMES LIMITED may recharge you for the cost of any repair required as a result of interference with, misuse of or vandalism of safety and security equipment. Communal doors should not be jammed open and strangers must not be let in without identification.
- 3.15 You must keep any communal areas, fire exits and escapes clean, tidy and clear of obstruction. You must not use communal areas for storage of personal household items.
- 3.16 You, people living with you and visitors to the Property must not smoke in any internal communal areas.

- 3.17 You, people living with you and visitors to the Property, when using the communal entrances must do so quietly and without disturbance or annoyance to other tenants and residents in the neighbourhood.
- 3.18 Any electrical equipment plugged into communal areas must be PAT tested (portable appliance tested).
- 3.19 If there is a separate electricity supply for shared areas, you must not use electricity from that supply.

### General Responsibilities

- 3.20 You, people living with you and visitors to the Property must not damage, deface or put graffiti on the Property or anywhere in the neighbourhood. You may have to pay for any repair, replacement or cleaning needed as a result.
- 3.21 You must not run a business from your home without CALICO HOMES LIMITED's agreement in writing. We will not normally refuse permission unless the business is likely to cause a nuisance or might damage the Property. You may also need Planning Permission as well as our consent as landlord.
- 3.22 You must not park a vehicle anywhere on your Property except on a "hard standing" (a driveway or paved area intended for parking).
- 3.23 You must not park a caravan or motor home on the garden, driveway, paved area around your home or on any communal parking areas without CALICO HOMES LIMITED's agreement in writing.
- 3.24 You, people living with you and your visitors must not park anywhere that would obstruct emergency services.
- 3.25 You must not complete major vehicle repairs anywhere on the Property or park an illegal or unroadworthy vehicle in the neighbourhood.



- 3.26 You must not put up structures such as sheds, garages or pigeon lofts anywhere on the Property without CALICO HOMES LIMITED's agreement in writing and where necessary planning permission and/or building regulations approval must be obtained. You may be charged for the removal of such items at the end of your tenancy.
- 3.27 Where a garden is provided with the Property you must regularly;
- Cut lawns
  - Trim hedges to ensure they do not grow over pathways or roads
  - Keep weed free
  - Clear rubbish and pet foul
  - Maintain fencing and gates.

If the garden is overgrown and we do not accept your reasons for being unable to maintain it CALICO HOMES LIMITED can clear it and charge you for the work. Please contact us if you need advice or assistance.

- 3.28 You must not keep or use any dangerous, inflammable or explosive materials in your home or communal areas, other than normal household materials. CALICO HOMES LIMITED does not permit the use of bottled gas heaters, as in some cases they can be dangerous and can cause excessive condensation.
- 3.29 You must not cut down, prune or strip bark on trees without our written permission.
- 3.30 You must not take any vehicle or trailer over 1.5tons in weight into the neighbourhood, except if it is for loading or unloading.
- 3.31 You must not display any material which may be visible from outside the Property and may cause offence.
- 3.32 You must not erect any external satellite dish, antennae, aerial or other device for the reception or transmission of television, radio, telecommunications or similar service on the outside of the Property, without first obtaining CALICO HOMES LIMITED's agreement in writing. We may require confirmation from you if planning permission and/or building regulations' approval is required for the erections that you propose.

- 3.33 You are responsible for the disposal of household rubbish in line with local authority guidance. CALICO HOMES LIMITED does not provide refuse bins.

## Landlord's Responsibilities

- 3.34 CALICO HOMES LIMITED will give you help and advice if you report nuisance, harassment, anti-social behaviour or safeguarding.
- 3.35 CALICO HOMES LIMITED will investigate all reports of anti-social behaviour and safeguarding and agree what action to take.
- 3.36 CALICO HOMES LIMITED will not tolerate anti-social behaviour and will encourage a culture of respect.
- 3.37 CALICO HOMES LIMITED will do all we can to quickly and firmly target those who harass, threaten or intimidate others.
- 3.38 CALICO HOMES LIMITED will offer support to the victims and witnesses of anti-social behaviour.
- 3.39 We will give you help and advice on any aspect of your tenancy agreement.



## 4. Tenant Involvement

The Homes and Communities Agency is the regulator that makes sure social landlords such as CALICO HOMES LIMITED act in the best interests of their tenants and keep their promises. This section sets out the Homes and Communities Agency guidelines.

### Landlord's Responsibilities

- 4.1 CALICO HOMES LIMITED must ask your views about any of its housing plans if they substantially affect either all tenants or certain groups of tenants. For example, we will consult you about modernisation or improvement work that is planned for your home or your area.
- 4.2 We will involve you or your tenants' group in the local housing issues.
- 4.3 We agree to give you the right to be consulted as if the provisions of Section 105 of the Housing Act 1985 applied to this tenancy.
- 4.4 We will get seek your views about any changes to the Tenancy Agreement (except for rent and service charges).
- 4.5 We will publish a report every year that describes our work and performance.  
It will tell you how your money is spent.
- 4.6 CALICO HOMES LIMITED has a complaints procedure under which we will deal with your complaints quickly, efficiently and effectively. A copy of the complaints procedure is available on request.
- 4.9 You have the right to go to meetings of our Board of Management and its sub-committees and to speak with them in accordance with our policy on openness at meetings. You can find out more by contacting CALICO HOMES LIMITED.
- 4.10 You have the right to a tenancy agreement. You also have the right to information on:
- Repairs obligations
  - Housing allocations and transfers
  - Equal opportunities
  - How we set rents
  - Our performance as an organisation.
- This information can be accessed through our website at [www.calico.org.uk](http://www.calico.org.uk).
- We agree to give you the right to information as if the provisions of Sections 104 and 106 of the Housing Act 1985 applied to this Tenancy.
- 4.11 CALICO HOMES LIMITED will provide and update as required a tenants' handbook.

### Tenant's Rights

- 4.7 CALICO HOMES LIMITED will comply with the provisions of the Data Protection Act 1998. We will allow you reasonable access to all personal information held about you (provided that this right does not apply to information provided to us in confidence by third parties) and allow you to correct or record your disagreement with the information held by us.
- 4.8 You have the right to start or join in local tenants' groups. Ask us for information about groups in your area or about how to start one.



# 5. Using The Property

This section sets out the rights you have to occupy your home and the circumstances when you can let someone else live in your home.

## The Tenant's Rights

### Right to Occupy

- 5.1 You have the right to occupy the Property except:
  - 5.1.1 Where access is required to inspect the condition of the Property or adjoining property provided that reasonable notice has been given by us that such access is required, except in the case of emergency, or
  - 5.1.2 A Court has given us possession by ending the Tenancy, or
  - 5.1.3 Where we need to make your home safe because we believe it has been abandoned and we think that you are no longer living there.

### Assignment

- 5.2 You cannot assign the Tenancy except in the case of a Court Order made under section 24 of the Matrimonial Causes Act 1973 or with CALICO HOMES LIMITED's written consent when exercising the right to exchange set out in Section 12 of this Agreement.

## Tenant's Responsibilities

- 5.3 You must move into your home on your tenancy start date. If there will be a delay in you moving into your new home, you must discuss this matter with us.
- 5.4 You must use the Property as your main and principal home.
- 5.5 You must report any repairs or damages as soon as you are aware of them.
- 5.6 You must keep the Property in good condition and use the fixtures responsibly.
- 5.7 You will be recharged for any damage or neglect caused by you or anyone living in or visiting your home.
- 5.8 You must tell us if you intend to be away from home for 4 full weeks or more.

- 5.9 You must not have more people living in your home than the maximum number allowed. The number is shown on page one of this Agreement.
- 5.10 You must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, and landings).
- 5.11 You are advised to take out tenant's household insurance. If you wish to take advantage of CALICO HOMES LIMITED's Insurance Scheme, please contact us.

## Landlord's Responsibilities

- 5.12 We will give you possession of the Property at the start of the Tenancy.
- 5.13 We will not interfere with your right to occupy the Property except where:
  - 5.13.1 Access is required subject to reasonable notice (except in the case of emergency), to inspect the condition of the Property or to carry out repairs, gas servicing or other works to the Property or adjoining Property, or
  - 5.13.2 We are entitled to possession at the end of the Tenancy, or
  - 5.13.3 We have obtained a Court Order to exclude you from the Property, or
  - 5.13.4 We request access during the last 4 weeks of the Tenancy, for example to show the Property to a prospective tenant. We will always ask your permission and give you notice of our proposed visit and make an appointment with you, or
  - 5.13.5 To check on your safety or welfare where there may be reasonable cause for concern.
- 5.14 We will provide the services listed in this Agreement which are payable with the rent. We will periodically review the cost of the services provided and increase or reduce the amount payable accordingly. In addition there may be



instances where the services provided are changed e.g. a new service provided or an existing service no longer provided, in this case we will add to or remove the cost of these services payable. In all changes to the cost of services 28 days' notice will be given to the tenant.

- 5.15 There are some circumstances when CALICO HOMES LIMITED has a legal right to take possession of your home. This may happen if the Property has been adapted and the person requiring the adaptation no longer lives there. If this happens you will be offered another suitable home (See ground 9).

## 6. Ending The Tenancy

This section sets out what must be done by you to end your tenancy. If you want to give up your home, you must give us four full weeks' notice in writing.

### The Tenant's Responsibilities

6.1 In order to end your tenancy CALICO HOMES LIMITED requires four full weeks' notice in writing in all circumstances other than:

- death of the Tenant(s)
- the Tenant(s) moving into residential or nursing care.

In these circumstances, two full weeks notice is required.

6.2 You must notify us in writing at least four weeks before you want to leave your home. The four full weeks notice period must end on a Sunday and you must return your keys to our office on the day you leave, or by noon of the Monday after your tenancy ends, whichever is the sooner.

6.3 You must leave the Property, the fixtures and any furnishings that we have provided in good condition when you leave. You must remove all items from the property (including items stored in the loft) and garden. If you leave any of your belongings behind:

6.3.1 CALICO HOMES LIMITED will contact you and will dispose of the items within a reasonable period of time. You will have to pay for the costs of disposal.

6.4 You have an obligation to arrange for the property to be returned in the condition specified by CALICO HOMES LIMITED at the end of your tenancy, which may involve you authorising us to carry out the necessary work on your behalf. The charge (including V.A.T) incurred by CALICO HOMES LIMITED for the repairs will be invoiced to you. We have the right to inspect the Property upon receipt of notice.

6.5 You must not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else, other than as set out in Section 12 of this Agreement.

6.6 If we have grounds for believing that you have left the Property or that it is insecure we will serve a notice to quit at the property and will notify government departments for the purpose of welfare benefits. If you do not confirm that you are living at the Property then after a period of four full weeks ending on a Sunday we will treat the Property as abandoned and change the locks. Your tenancy will end on this date.

6.7 If you are a joint tenant any one of you can end the tenancy by giving us four full weeks' notice ending on a Sunday. All joint tenants are equally responsible for any damage or charges for the Property or any belongings left in the Property. You should contact CALICO HOMES LIMITED if you want to end your tenancy in this way.

# 7. How Calico Homes Limited Can End Your Tenancy

## Security of Tenures

- 7.1 You have security of tenure as an assured tenant so long as you occupy the Property as your only or principal home.
- 7.2 If you stop living in your home as your only and principal home, you will lose security of tenure and this tenancy will no longer be an Assured Tenancy. If this happens, we can give 4 weeks notice in writing to end the tenancy. If, at the expiry of this notice, your home is occupied, we will still need a Possession Order from the County Court to end the tenancy.
- 7.3 CALICO HOMES LIMITED can also end the Tenancy by obtaining a court order for possession of the Property on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).
- 7.4 The Court will not make an order unless CALICO HOMES LIMITED have served on you a notice in writing complying with the requirements of the Housing Act 1988 (as amended) or the Court considers it just and equitable to dispense with service of such a notice.
- 7.5 CALICO HOMES LIMITED agree that you will receive not less than four weeks' notice in writing of our intention to seek a possession order (except where proceedings involve nuisance Ground 14). We will only serve a Notice and thereafter seek to recover possession of the Property on one or more of the grounds set out in Clause 7.6 below and in the circumstances set out in those clauses.

## Grounds for Possession

We may use the following grounds for possession including any other grounds which are available to us through the Housing Act 1988 or any further statutory provision subsequently amended, varied, replaced or re-enacted

**Ground 7** - Where the tenancy has devolved under your Will or on your intestacy:

- a) We will not bring proceedings for possession of the Property under Ground 7 in the circumstances referred to in clause 11.1, 11.2 and 11.3 (Rights of Succession)

- b) If the relevant provisions of clause 11.1, 11.2 and 11.3 do not apply we may bring proceedings for the recovery of possession of the Property under Ground 7 within twelve months after your death or if the Court so directs within twelve months after the date on which (in the opinion of the Court) we became aware of your death
- c) In accordance with the provisions of Ground 7 acceptance by us of rent after your death shall not be regarded as creating a new periodic tenancy unless we agree in writing to change the amount of the rent, the period of the tenancy or the Property which is let or another term of the tenancy.

**Ground 8** - At the time of being given notice and at the date of the court hearing your rent is at least eight weeks in arrears.

**Ground 9** - Suitable alternative accommodation is available for you or will be available for you when the Order of Possession takes effect. We will only seek to recover possession of the Property on this Ground; if in addition we can show:

- a) That we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish the Property and/or the building of which the Property form part or an adjoining or adjacent building cannot reasonably do so without obtaining possession, or
- b) That the Property has features which are substantially different from those of ordinary dwellings which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by the Property and no person residing in the Property longer does so and we require the Property for occupation by a physically disabled person, or
- c) That you are a successor other than a spouse in whom the tenancy has vested under Section 12 and the accommodation afforded by the house or flat is more extensive than is reasonably required by you and we apply for possession no sooner than 6 months after death of the previous tenant, or
- d) That the Property is one of a group of dwellings which it is our practice to let for occupation by persons with special needs, and a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs, and no other person with those special needs continues to reside in the Property.



**Ground 10** - You have not paid the rent which is due.

**Ground 11** - You have persistently delayed in paying rent when it is due.

**Ground 12** - You or anyone living at the Property have broken, or failed to perform, any one or more of the conditions of this Tenancy.

**Ground 13** - You or anyone living in the Property have caused the condition of the Property stairs, lifts, gardens or any other part of the building which you are entitled under this Tenancy to use in common with others to deteriorate; and in the case of an act of waste by or the neglect or default of a person lodging with you or subtenant of yours, you have not taken such steps as you ought reasonably to have taken for the removal of the lodger or sub-tenant.

**Ground 14** - You or anyone living in or visiting the Property have been found guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality, or you have been convicted of using the Property or allowing it to be used for immoral or illegal purposes or convicted of an indictable offence which has been carried out at or in the locality of the Property.

**Ground 14A** - The Property was occupied by you and your partner and your partner has left because of violence or threats of violence made by you to him/her (or a member of their family living in the Property before they left) and the Court is satisfied they are unlikely to return.

**Ground 14 (AA)** - The Defendant has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlords housing management function, and that is directly or indirectly related to or affects those functions.

**Ground 14 (ZA)** - The tenant or an adult residing in the dwelling house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

**Ground 15** - You or anyone living in the Property have ill-treated any furniture provided under this Tenancy causing it to deteriorate; and in the case of ill treatment by a lodger or sub-tenant you have not taken such steps as your ought reasonably to have taken for the removal of the lodger or sub-tenant.

**Ground 16** - The property was let to you by consequence of your employment with us and you have ceased in that employment.

**Ground 17** - The tenancy was granted to you as a result of you (or someone acting on your behalf) knowingly or recklessly making a false statement.

For the avoidance of doubt we hereby reserve the right to use any of the grounds of schedule 2 of the housing act 1988 to obtain possession of the property or to rely on section 21 of the housing act 1999 (as amended).

#### 7.6 Cessation of Assured Tenancy

If the Tenancy ceases to be an assured tenancy (for example, if it ceases to be your only or principal home), we may end the tenancy by giving you four full weeks' written notice.

#### 7.7 Costs

We may in requesting an order for possession from the court request that you pay the costs incurred by us in obtaining the order.

#### 7.8 Abandonment

If we have reasonable grounds for believing that you have left the Property or that it is insecure we shall write to you at the Property to confirm if you are still living there. If you do not confirm that you are still living at the Property then after a period of four full weeks we will treat the Property as abandoned and change the locks.

## 8. General Provisions

### Tenant's Rights

#### 8.1 Insurance

We will insure the Property for such sum and against such risks as we (acting reasonably) believe appropriate. You are responsible for insuring your furniture and personal possessions including for damage or loss caused by leaks, floods or fire.

#### 8.2 Giving our consent

Where this tenancy agreement states that our consent is required, we will not unreasonably refuse to give it. In some circumstances our consent may be given subject to reasonable conditions.

#### 8.3 Remedies and Costs

CALICO HOMES LIMITED reserves the right to use all remedies that are available to us either to require you to comply with or to stop you breaching your obligations under this Agreement. The use of all remedies available to us may be in addition or as an alternative to:

- a) any possession proceedings under the grounds set in Clause 7.6 of Section 7 of the Agreement
- b) the use of injunctions
- c) the use of other forms of court proceedings for breach of the obligations under this Agreement.

In addition we shall seek to recover any legal and administrative costs incurred by us in the use of the remedies available to us from you.

Any references to statutory provisions in this agreement are also to those provisions as subsequently amended, varied, replaced or re-enacted.

If part of this agreement is held to be invalid for any reason, the remainder of this agreement will remain in force.

Any person or body that is not a party to this agreement cannot enforce any term of this agreement under the Contract (Rights of Third Parties) Act 1999.

#### 8.4 Data Protection Act 1998

8.4.1 The Data Protection Act 1998 and our own policies mean that any personal information you give us is effectively protected and treated with respect.

8.4.2 On signing the tenancy agreement you agree that we are able to release personal information where there is a legal obligation to do so, including the disclosure of any relevant personal information to third parties. This will include but is not limited to:

8.4.3 Utility companies, as there is a legitimate interest to make sure that service charges are passed on to those responsible for their collection, and to enable a utility provider to contact a former tenant regarding continuing social support.

8.4.4 Rental payments, where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery.

8.4.5 Repairs and maintenance, at our discretion, we may provide tenant's contact details to the agents, contractors or repairers.

8.4.6 Right to Buy enquiries when we have to provide tenant contact details to the valuers.

8.4.7 A copy of our Data Protection Policy is available on request.



## 8.5 Changing this agreement

8.5.1 With the exception of any changes in rent or service charges, or as a result of changes in the law, this agreement can only be changed by consent in writing to both of you and us, or under the procedure set out below.

- We will consult with an approved tenant consultation body about the proposed change.
- We will give that body notice in writing of the proposed change and its effect, and invite the approved tenant consultation body to comment on it within a reasonable specified time.
- We will consider any comments made by the approved tenant consultation body before making its decision.
- We will give you at least four weeks' notice before the change takes place, together with information explaining the new terms and their effects.

8.5.2 No variation will be made which:

- Materially reduces your security of tenure, except where this is reasonable and necessary to bring the agreement into line with current housing management good practice
- Reduces our repairing and decorating obligations under this agreement, or makes it more difficult to enforce them
- Reduces your right to be consulted about matters of housing management or maintenance that are likely to have a substantial effect on you
- Unreasonably either increases any costs payable by you or imposes penalties or requirements on you or reduces any benefits that you are entitled to.





## 9. Notices

- 9.1 You may send us any notice about your Tenancy by addressing it to:
- Calico Homes Limited  
Centenary Court  
Croft Street  
Burnley  
BB11 2ED
- 9.2 This address is provided in accordance with Section 48 of the Landlord and Tenant Act 1987.
- 9.3 You agree that notices (including notices of legal proceedings) may be served on you by us either personally or by posting them (by registered post) to or leaving them at the Property or if different (your last known address).





# 10. Moving To Another Home

This section sets out the circumstances in which you will be entitled to apply to move to another CALICO HOMES LIMITED home. It also sets out what CALICO HOMES LIMITED will consider in deciding to accept or refuse your request. It sets out how you can pass on the Tenancy Agreement to someone else.

## Tenant's Rights

10.1 You have the right to apply to move to another CALICO HOMES LIMITED home. You will have to join our housing register or waiting list and your application will be considered in accordance with our lettings policy. An offer of a new home depends on the urgency of your housing need and what accommodation is available. You may not be allowed to transfer to another CALICO HOMES LIMITED home if:

- 10.1.1 You have outstanding debts to CALICO HOMES LIMITED
- 10.1.2 CALICO HOMES LIMITED would incur expense as a result, because of the condition of your present home
- 10.1.3 You have made improvements or alterations without our written Agreement (we may tell you to return the home to how it was before)
- 10.1.4 You have any outstanding charges under Clause 2.14 and 2.15 of Section 2 of this Agreement
- 10.1.5 You have not complied with your responsibilities under this Agreement
- 10.1.6 You have a history of nuisance to neighbours or other anti-social conduct.

Further information on moving to another CALICO HOMES LIMITED home is detailed in our lettings policy, a copy of which is available from CALICO HOMES LIMITED free of charge.

10.2 You have the right to see how we decide who gets offered a CALICO HOMES LIMITED home.

You have the right to transfer, by agreement, this tenancy to another tenant of a registered housing association or a local authority or New Town. This right is subject to the terms of sections 158-159 of the Localism Act, which include that we and the other landlord must give prior written notice. We can only withhold our consent with good reason including on the grounds specified in Schedule 14 of the Localism Act 2011. We can also attach conditions to our consent. Payment of money by either party to the other to obtain a transfer will be a breach of this agreement and you may lose your home.

10.3 Our prior written consent is obtained; and

- 10.3.1 Any reasonable conditions which are attached to such consent have been complied with.  
Common conditions could be:
  - a) The payment of outstanding rent
  - b) The remedying of any breach or the performing of any obligation of the Tenancy
  - c) Confirmation that the exchange will not result in either statutory overcrowding or the Property becoming under occupied by more than 1 bedroom.

10.4 You should be aware that unless the exchange is to another CALICO HOMES LIMITED property, your rights after exchange may well change.

# 11. Succession On Your Death

This section sets out the procedure for who is entitled to take on your Tenancy.

## Tenant's Rights

- 11.1 On your death and as long as you are not a successor (as defined in Clause 11.5), the following persons have a right to succeed to this Tenancy Agreement.
- 11.1.1 Your spouse or a person living with you as your husband, wife or civil partner provided that they occupied the Property as his/her only or principal home at the time of your death. Under Section 17 of the Housing Act 1988 this right occurs automatically.
- 11.1.2 Any surviving joint tenant(s) if they occupied the Property as their only or principal home at the time of your death and that they are able to satisfy us with evidence. This will occur even if you are already a successor.
- 11.1.3 If you have no surviving spouse or partner (which includes a partner of the same sex) or joint tenants, a member of your family (as defined in Section 113 of the Housing Act 1985) provided that they are able to satisfy us with evidence that:
- They occupied the Property as their own principal home
  - They lived with you throughout the period of 12 months ending with your death
  - They satisfy us (acting reasonably) that they have a right to have the Tenancy vested in them under your Will or your Intestacy
  - They notify us in writing of their claim to succeed within 6 months of your death (at our discretion we may allow a longer period), and they apply for the Grant of Probate and/or letters of Administration and/or seek to have the Tenancy vested in them under your Will or your Intestacy within six months of your death (at our discretion we may allow a longer period).
- 11.2 If any of the conditions set out in Clause 11.1 above are not complied with we may use Ground 7 (see section 7) to end the Tenancy. Members of your family may still be able to succeed under Clause 11.5 below.
- 11.3 If there is more than one member of your family and/or partner qualified to succeed they should agree which of them shall claim the benefit. If more than one claim is received and the claimants cannot resolve the dispute within a reasonable time, then we may decide which claim to accept or we may use Ground 7 (see Section 7) to end the Tenancy and enter into a new Tenancy of the Property with such claimant we in our absolute discretion select.
- 11.4 You are a "successor" for the purposes of this Tenancy Agreement if:
- 11.4.1 You are a person who was a joint tenant and have become sole tenant
  - 11.4.2 You are a spouse in whom the Tenancy Agreement has vested under Section 17 (3) Housing Act 1988
  - 11.4.3 You fall within the definition of successor set out in Section 17 (3) Housing Act 1988
  - 11.4.4 You became the tenant under the Will or on the Intestacy of a former tenant of the Property
  - 11.4.5 You were granted this Tenancy under a right of succession granted by us under any Tenancy Agreement containing provisions similar to clause 11.1, 11.2 and 11.3 of this Tenancy Agreement
  - 11.4.6 You became the tenant as a result of an assignment other than in the circumstances set out in the next two paragraphs

11.4.7 You became the tenant as a result of a Court Order under Section 24 of Matrimonial Causes Act 1973 and the other party to the marriage was a successor, or

11.4.8 You became the tenant under the Right to Exchange (see clause 11.3) and you were a successor under your previous Tenancy.

11.5 If you are not a successor and if on your death there is no person who is able to succeed under Clause 11.1, 11.2 or 11.3 we agree that if a person;

11.5.1 Is a member of your family (as the expression is defined in Section 113 of the Housing Act 1985) or a partner of the same sex

11.5.2 Lawfully occupied the Property as their only or principal home at the time of your death and lawfully resided with you throughout the period of twelve months ending with your death (this twelve month period does not apply to partners of the same sex), and

11.5.3 Makes a claim in writing to us within three months of your death or such longer time as we shall in our discretion allow.

Then we will consider use of Ground 7 (see Section 7) to end this Tenancy Agreement and will enter into a new Tenancy with such person of the Property or, if the circumstances in Ground 9 (see Section 7) apply to this Tenancy, such other premises as we consider to be more suitable. The Tenancy shall be upon the same terms and conditions as this Tenancy (except for clause 1.10 of Section 1 of this Agreement). If more than one person makes a claim under this Clause, we, in the absence of Agreement between such claimants, will in our absolute discretion select the person who may pursue the claim.

# 12. Additional Rights and Obligations

## Right to make improvements

- 12.1 You have the right to make your own improvements such as central heating, a shower or a gas fire. Before you do this you must get CALICO HOMES LIMITED's agreement in writing.

We will not refuse permission unless there is a good reason. We will require confirmation from you if planning permission and building regulations' approval is required for the improvements that you propose. All such improvements must be carried out to our satisfaction by a qualified tradesperson and we will normally inspect the work on completion.

- 12.2 CALICO HOMES LIMITED agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if the provisions of Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) applied to this Tenancy. Ask us for more information.

## Right to take in Lodgers

- 12.3 You have the right to take in lodgers providing this does not overcrowd your home. A lodger is someone who lives in your home but does not have any exclusive right to any one part of it. They will get some sort of service from you such as cooking or cleaning. If you receive welfare benefits, this may be affected by taking in lodgers. You must tell us and the Local Authority if your situation changes.

## Right to Sub-let

- 12.4 You have the right to sub-let, but you must get CALICO HOMES LIMITED's Agreement in writing first. Sub-letting means that someone pays you the rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the Property and we will not consent to the subletting of any part of the Property on an Assured Tenancy unless it complies with clause.
- 12.5 Any Tenancy granted on part of the Property shall be either an Assured Shorthold Tenancy within the meaning of Section 20 of the Housing Act 1988 or a Contractual Tenancy which is not an Assured Tenancy within the meaning of Section 1 of the Housing Act 1988.

## Right to Acquire

- 12.6 You also have the right to acquire the Property under Section 16 of the Housing Act 1996 subject to the provisions of that Section and any regulations made under it.



**calico**

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