



**CO-OPERATIVES**

# **Assured Tenancy Agreement**

**For Rented Properties Owned By  
CDS Co-operatives**

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**Property Address**

**6 Allnutt Mill Close**

**Tovil**

**ME15 6QU**

**Tenant**

**Mr Joe Bloggs and Mrs Jane Bloggs**

**Tenancy Start Date**

**1 April 2009**

The following people will occupy the property at the start of the Tenancy:

<b>Name</b>	<b>Gender</b>	<b>Date of Birth</b>	<b>Relationship to Tenant</b>
Mr Joe Bloggs	Male	1 January 1970	N/A
Mrs Jane Bloggs	Female	1 January 1971	N/A
John Bloggs	Male	1 January 1995	Son
Janet Bloggs	Female	1 January 2000	Daughter

**CDS Co-operatives** is a co-operative housing association registered with and regulated by the Tenant Services Authority. TSA Registration No LH0170.

**The Co-operative Development Society Ltd (trading as CDS Co-operatives)**

3 Marshalsea Road, London SE1 1EP

03333 213030 or [www.cds.coop](http://www.cds.coop)

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### This Tenancy Agreement (the “Agreement”) is between:

<b>Name and Address of the Landlord</b>	The Co-operative Development Society Limited which trades as <b>CDS Co-operatives</b> (“ <b>CDS Co-operatives</b> ”). <b>CDS Co-operatives</b> is registered as a Registered Social Landlord with the Tenant Services Authority. <b>CDS Co-operatives</b> registered office is at 3 Marshalsea Road, London SE1 1EP.
<b>Name of Tenant</b>	And <b>Mr Joe Bloggs</b> <b>Mrs Jane Bloggs</b>  (the “ <b>Tenant</b> ”)  In the case of joint tenants, the term “ <b>Tenant</b> ” applies to each of them and the names of all joint tenants should be written above). Each <b>Tenant</b> individually has the full responsibilities and rights set out in the <b>Agreement</b>
<b>Address</b>	In respect of <b>6 Allnutt Mill Close</b> <b>Tovil</b> <b>Maidstone</b> <b>Kent</b> <b>ME15 6QU</b>  (the “ <b>Property</b> ”)
<b>Description of Property</b>	Which comprises: Property type: <b>House</b> Living rooms: <b>One</b> Bedrooms: <b>Three</b> Kitchen: <b>One</b> Bathrooms: <b>One</b> Garden: <b>Sole</b> Description of shared garden (if applicable): <b>Self contained garden at rear of property. Parking area at front of property.</b>
<b>Date of Start of Tenancy</b>	The tenancy (the “ <b>Tenancy</b> ”) begins on: <b>1 April 2009</b>  The <b>Tenancy</b> is an assured monthly tenancy, the terms of which are set out in this <b>Agreement</b> .

## 1 General Terms

It is agreed between **CDS Co-operatives** and the **Tenant** that:

### Payments for the Property

- (1) The monthly rent for the **Property** at the date of agreement shall be:
- |                 |               |
|-----------------|---------------|
| Net Rent:       | £76.34        |
| Service Charge: | £4.54         |
| <b>Total:</b>   | <b>£80.88</b> |

In this **Agreement** the term “**Rent**” refers to the sum of the net rent and service charge set out above or as varied from time to time in accordance with this **Agreement**.

The **Tenant** shall pay to **CDS Co-operatives** the **Rent** due in respect of the **Property** monthly in advance on the first day of each month.

### Rates and Other Charges

- (2) Water charges, Council Tax and/or any other Local Authority taxes payable by the **Tenant** shall be the actual amount payable for the **Property** or payable by the occupants of the **Property**.

The **Tenant** shall be responsible for paying these charges directly to the water company and /or to the Local Authority.

### Services

- (3) **CDS Co-operatives** shall provide the services set out in **Schedule One** to this agreement.

The **Tenant** shall pay a service charge for the services provided by **CDS Co-operatives**. The service charge will be fixed for each year. **CDS Co-operatives** may increase or reduce the service charge each year.

The service charge for each year will be the estimated cost of providing services to the **Property**, based on actual expenditure on services over the previous year adjusted for inflation and for the cost of any increase or decrease in the services to be provided in the coming year.

**CDS Co-operatives** may, after consulting the Tenants affected, increase, add to, remove, reduce or vary the services provided.

The services are provided to the following properties: [Numbers 1 to 44 Allnutt Mill Close](#)

### Changes in Rent

- (4) **CDS Co-operatives** may increase or decrease the **Rent** by giving the **Tenant** one calendar months notice in writing of the increase or decrease. The notice shall specify the **Rent** proposed.

The **Rent** shall not be increased more than once each year and no increase shall take effect less than a year after the last increase or the date of this **Agreement**.

The revised **Rent** shall be the revised amount specified in the notice of increase or decrease, unless the **Tenant** exercises their 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.

The service charge may be varied at the same time as the net rent and by using the same procedure.

## Assured Tenancy Agreement

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- Changing this Agreement** (5) With the exception of any changes in **Rent**, this **Agreement** may only be altered by the agreement in writing of both the **Tenant** and **CDS Co-operatives**.
- False Information** (6) The **Tenant** confirms that the information provided to **CDS Co-operatives** in their housing application form, and also any additional information supplied during their assessment for housing, is true.  
The **Tenant** further agrees to provide **CDS Co-operatives** with any information it may reasonably require to decide whether or not the information provided during their assessment for housing was true.  
In the event that it is proven to **CDS Co-operatives'** reasonable satisfaction that the **Tenant** induced **CDS Co-operatives** to grant this **Tenancy** by knowingly providing false information, **CDS Co-operatives** may take action to end the **Tenancy**.
- Notices** (7) Any notices served by **CDS Co-operatives** in relation to the **Tenancy** shall be considered to have been properly served if sent by ordinary post addressed to the **Property**, or if hand delivered to the **Property** by an employee or agent of **CDS Co-operatives**.  
Any notices served by **the Tenant** shall be considered to have been properly served if sent by ordinary post addressed to **CDS Co-operatives'** registered office or if delivered to **CDS Co-operatives'** registered office.  
Notices shall be considered to have been received:  
(i) If posted, on the second day after being posted.  
(ii) If hand delivered, the day the notice was delivered to the **Property** or to **CDS Co-operative's** registered office.  
Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of **CDS Co-operatives** for the receipt of legal notices and any other communication arising from this **Agreement** is:  
3 Marshalsea Road  
London SE1 1EP
- Data Protection** (8) The **Tenant** acknowledges and agrees that CDS Co-operatives may hold personal information about them and other members of their household, the use of which is regulated by the Data Protection Acts.  
**The Tenant** further acknowledges and agrees that CDS Co-operatives may hold and process this information in connection with any matter and purpose relating to the Tenancy.  
**CDS Co-operatives** may disclose relevant information about the **Tenant** and other members of the **Tenants(s)'** household to other organisations if it considers that such disclosure will contribute to the good management of the **Tenancy**, the **Property** or the **Neighbourhood** in which the **Property** is situated.  
Information will only be disclosed to organisations with a legitimate interest, including (but not limited to) the police and the local authority.
- Membership of the co-operative** (9) By signing this agreement, the **Tenant(s)** agree(s) to become a member of Allnut Mill Housing Co-operative Ltd ("**The Co-operative**") and to purchase a share at a cost of £1.00 per tenant.

### 2 CDS Co-operatives' Obligations

CDS Co-operatives agrees:

- Possession** (1) To give the **Tenant** possession of the **Property** at the commencement of the Tenancy.
- Peaceful Occupation** (2) Not to interrupt or interfere with the **Tenant**' right peacefully to occupy the **Property** except where
- (i) Access is required to inspect the condition of the **Property** or to carry out repairs or other works to the **Property** or to an adjoining property; or
  - (ii) A court has granted **CDS Co-operatives** possession of the **Property**, so ending the **Tenancy**.
- Repair of Structure and Exterior** (3) To keep in good repair the structure and exterior of the **Property** including:
- (a) Drains, gutters and external pipes;
  - (b) The roof;
  - (c) Outside walls, outside doors, window sills, window catches and window frames including necessary external painting and external decoration;
  - (d) Internal walls, floors and ceilings, doors and frames, door hinges and skirting boards but not including internal painting and decoration;
  - (e) Pathways, steps or other means of access;
  - (f) Plasterwork (excluding minor repairs which would normally be dealt with during internal redecoration);
  - (g) Boundary walls and fences, but only those fences and walls erected by **CDS Co-operatives**;
  - (h) Broken window glass
  - (i) Chimneys, chimney stacks and flues (if any), but **not** including sweeping, re-lining or other related works which are necessary solely in order that the **Tenant** may burn solid fuel (for instance, coal or wood) in a fireplace;
  - (j) Integral garages and stores (if any);
- except** where a repair is only necessary because of damage caused by the **Tenant**, a member of their household or an invited visitor.
- Repair of Installations** (4) To keep in good repair and proper working order any installations provided by **CDS Co-operatives** for space heating, fire fighting equipment, water heating and sanitation and for supply of water, gas and electricity including:
- (a) Basins, sinks, baths, toilets, flushing system and waste pipes;
  - (b) Electric wiring including sockets and switches, gas pipes and water pipes;
  - (c) Water heaters, fireplaces, fitted fires and central heating systems.

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|-----------------------------------|--|
| <b>Repair of Common Areas</b>     | (5) To take reasonable care to keep the common entrances, halls, stairways, lifts (if any), passageways and any other common areas, including their electric lighting in good repair and fit for use by the <b>Tenant</b> and other occupiers and visitors to the <b>Property</b> .  |
| <b>Decoration of Common Areas</b> | (6) To redecorate the internal and external common parts of any building of which the <b>Property</b> forms a part as frequently as necessary to maintain a good state of decoration. Redecoration will normally be carried out every five to eight years.   |
| <b>External Decorations</b>       | (7) To redecorate the exterior of the <b>Property</b> as frequently as necessary to maintain a good state of decoration. Redecoration will normally be carried out every five to eight years.  |
| <b>Consultation</b>               | (8) To consult the <b>Tenant</b> on such matters as major repairs and improvements, estate services, service standards, and where relevant, changes in regulations affecting the common areas of the building of which the <b>Property</b> forms a part.<br><br><b>CDS Co-operatives</b> will also consult the <b>Tenant</b> about any proposed changes to this agreement. |
| <b>Information</b>                | (9) To provide the <b>Tenant</b> with information on its housing management policies as required by the Tenant Services Authority (and its successor authorities).   |
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### 3 The Tenant's Obligations

The **Tenant** agrees:

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|------------------------|---|
| <b>Possession</b>      | (1) To take possession of the <b>Property</b> at the commencement of the tenancy and to reside in the <b>Property</b> as the <b>Tenant's</b> only or principal home. Not to part with possession of the <b>Property</b> or to sub-let it.   |
| <b>Payment of Rent</b> | (2) The <b>Tenant</b> understands that the rents paid to <b>CDS Co-operatives</b> are <b>CDS Co-operatives'</b> principal source of income and that the ability of <b>CDS Co-operatives</b> to manage and maintain the <b>Property</b> and provide housing services depends upon rents being paid on time.<br><br>The <b>Tenant</b> understands that if the <b>Rent</b> is not paid or is paid in arrears, an additional burden is placed on other tenants of <b>CDS Co-operatives</b> .<br><br>The <b>Tenant</b> accepts, as a fundamental obligation of the <b>Tenancy</b> , the responsibility to pay the <b>Rent</b> in advance on the first day of each month.<br><br>The <b>Tenant</b> recognises that, if they intend to claim <b>Housing Benefit</b> to pay all or part of the <b>Rent</b> , it is their responsibility to complete application forms as required and to supply all the information needed by the local authority to properly assess their claim.<br><br>The <b>Tenant</b> recognises that persistent delays in paying the <b>Rent</b> may result in <b>CDS Co-operatives</b> applying to the courts for possession of the property.. |
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- Payment of Other Charges** (3) To pay all Water charges, Council Tax (and/or other local authority taxes) and to meet any other outgoings in respect of the **Property** for which **the Tenant** is responsible.
- Use of the Property** (4) To use the **Property** for residential purposes and not to operate any trade or business at or from the **Property** that might reasonably be expected to cause a nuisance or annoyance to neighbours. Not to operate any business that has the potential to cause damage to the **Property**.
- Not to operate any business without the written consent of **CDS Co-operatives** (such consent not to be unreasonably withheld).
- Not to use the **Property** for any purpose that is contrary to restrictions on its use; or that would breach planning controls.
- Reporting Repairs** (5) To report promptly to **CDS Co-operatives** any repairs for which **CDS Co-operatives** is responsible in the structure or exterior of the **Property** or in any installation in the **Property** or in the common areas for which CDS Co-operatives is responsible.
- Heaters** (6) Not to use calor gas heaters, paraffin heaters or any other type of heating in the **Property** which is likely to cause condensation or increase the risk of fire.
- Internal Decorations** (7) To keep the interior of the **Property** in good and clean condition and decorate all internal parts as frequently as necessary to keep the **Property** in good decorative order.
- Damage** (8) To make good any damage caused wilfully or by neglect or carelessness on the part of the **Tenant** or of any member of their household or visitor to the **Property** or to the common parts of the **Estate**, including broken glass in windows and the repair or replacement of any damaged fittings and installations.
- Should the **Tenant** wish **CDS Co-operatives** to carry out repairs to remedy damage caused by the **Tenant**, or by a member of their household or visitor to the property, **CDS Co-operatives** will consider whether or not to carry out the works.
- If **CDS Co-operatives** agrees to remedy damage that is the responsibility of the **Tenant** to repair, the **Tenant** will be required to meet the cost of the repair (including a reasonable amount to cover the cost to **CDS Co-operatives** of administering the works) in accordance with the procedure set out in the Rechargeable Repairs Policy.
- Improvements** (9) Not to make any alterations, additions or improvements (in particular structural alterations, additions or improvements) without first obtaining the written consent of **CDS Co-operatives** (see clause 5(2) of this **Agreement**).
- Care of Common Areas** (10) To observe any reasonable regulations and directions given by **CDS Co-operatives** for the care and protection of common areas and for good management of **the Property**.

### Access

- (11) To allow **CDS Co-operatives'** employees, agents or contractors acting on behalf of **CDS Co-operatives** access at all reasonable hours of the daytime to inspect the condition of the **Property** or to carry out repairs or other works to the **Property** or the adjoining property. (**CDS Co-operatives** will normally give at least 24 hours notice but immediate access may be required in an emergency).

### Anti-social behaviour

- (12) Not to commit acts of antisocial behaviour and to take all reasonable steps to ensure that other persons occupying the **Property** and visitors to the **Property** do not commit acts of antisocial behaviour.

**CDS Co-operatives** considers that the following acts constitute antisocial behaviour (a full explanation of what we mean by antisocial behaviour can be found in **CDS Co-operatives'** Antisocial Behaviour Policy):

- Criminal activities
- Violence
- Harassment – *a breach of clause 3(16)*
- Intimidation and threatening behaviour
- Verbal abuse
- Excessive noise - *a breach of clause 3(15)*
- Domestic abuse – *a breach of clause 3(16)*
- Vandalism and graffiti
- Nuisance caused by pets and other animals – *a breach of clause 3(17)*
- Nuisance from vehicles – *a breach of clause 3(13)*
- Dumping rubbish and littering
- Drunkenness and drug misuse
- Neglect of garden areas – *a breach of clause 3(14)*
- Misuse of common areas
- Prostitution and kerb crawling

### Parking and vehicle repair

- (13) To park only private cars and motor cycles on the parking area (if any) of the **Property** and/or on the designated parking areas of the **Estate**. Not to park any vehicle on any part of the **Property** or the **Estate** except in a designated parking space.

Not to park any vehicle belonging to any other person for payment, either on the **Property** or on the **Estate**. Not to park any caravan on the designated parking areas of the **Estate**. Not to park any heavy goods vehicle or other commercial vehicle at the **Property** or on the **Estate**.

Not to carry out repairs to any vehicle not belonging to the **Tenant** or another member of their household and not to carry out any vehicle repairs for financial gain. Not to break up any vehicle at the **Property** or anywhere on the **Estate**.

To observe the regulations and directions reasonably given by **CDS Co-operatives** governing the parking of vehicles.

- Garden** (14) To keep any gardens which form part of the **Property** tidy and free from rubbish and litter at all times.  
To mow any lawns regularly so as to maintain a tidy appearance.  
To keep hedges, trees and shrubs suitably trimmed so as not to obstruct passers-by or cause nuisance or annoyance to neighbours.  
To keep any trees pruned so as not to allow them to cause damage to the **Property**.  
To remove weeds from paths, parking areas and other hard standings belonging to the **Property** so as to maintain a tidy appearance.
- Noise** (15) Not to permit any source of noise, including radio, television, compact disc, tape or digital recording or musical instrument to be played or create noise in such a manner as to cause a nuisance or annoyance to neighbours.  
Noise should not be audible outside the **Property**, particularly between the hours of 11 p.m. and 7.30 a.m.
- Racial and Other Harassment** (16) Not to commit and to take all reasonable steps to ensure that members of their household or visitors do not commit any act of harassment, intimidation or violence (including domestic violence) on the grounds of race, colour, religion, sex or sexual orientation, disability or for any other reason which may interfere with the peace and comfort of, or cause offence to, any other **Tenant**, or member of another **Tenant's** household, visitors or neighbours, employees or agents of **CDS Co-operatives**.
- Pets** (17) Not to keep any pets at the **Property** other than those permitted under the terms and provisions of CDS Co-operatives' Pets Policy and not to keep more pets at the **Property** than are permitted by the Pets Policy.  
To keep under control at all times any animals kept at the **Property** and to prevent them causing nuisance or annoyance to neighbours or damage to the **Property** or to the communal areas of the **Estate**.  
Not to permit any dog to foul anywhere on the **Property** or on the **Estate**.  
Not to keep livestock (farm animals) at the **Property**.
- Overcrowding** (18) Not to allow the **Property** to become overcrowded by allowing more than **Five** persons to reside at the **Property**.
- Assignment** (19) Not to sublet or part with possession of the whole of the **Property** nor assign the **Tenancy** except in furtherance of a Court Order; or with the written consent of **CDS Co-operatives** when:  
a) exercising the right to exchange set out in clause 5(6) below, or  
b) assigning the tenancy to someone who would have been qualified under clause 4(4) or clause 6(1) to succeed to the **Tenancy** had the **Tenant** died.

- Lodgers and Sub-letting** (20) Not to grant any tenancy or sub-tenancy on any part of the **Property**, or part with possession of any part of the **Property**, except that the Tenant may take in a lodger in accordance with the terms of section clause 5(1) below.
- Temporary absence from the Property** (21) To notify **CDS Co-operatives** in writing if the **Tenant** intends to be absent from the **Property** for more than one month.
- To pay the **Rent** promptly and to abide by the other conditions of the **Tenancy** during any periods of absence.
- To notify CDS Co-operatives in writing and in advance of the names and contact details of any persons who will looking after the **Property** during the **Tenant's** absence.
- Information** (22) To supply such information as is reasonably required by **CDS Co-operatives** in accordance with clause 1(6) above.
- Moving Out** (23) To comply with the provisions of clauses 7(1) and 7(2) below on ending the tenancy.
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## 4 The Tenant's Rights

The **Tenant** has the following rights:

- Right to Occupy** (1) The **Tenant** has the right to occupy the **Property** without interruption or interference from **CDS Co-operatives** for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to **CDS Co-operatives'** employees, agents or contractors) so long as the **Tenant** pays the **Rent** on time and complies with the terms of this **Agreement**.
- Security of Tenure** (2) The **Tenant** has security of tenure as an assured tenant so long as he/she occupies the **Property** as his/her only or principal home. **CDS Co-operatives** can only 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 from time to time by subsequent legislation in the way set out in Clause 7 of this Agreement.
- Ending of Assured Tenancy** (3) If the **Tenancy** ceases to be an assured tenancy, **CDS Co-operatives** may end the **Tenancy** by giving four weeks notice in writing to the **Tenant**.
- Succession to a Spouse** (4) On the death of a **Tenant** (where the tenancy is held by one person) the **Tenancy** will vest in the **Tenant's** spouse (defined as someone of either sex living with the **Tenant** as their partner) provided that he or she occupies the **Property** as his or her only or principal home at the time of the **Tenant's** death.
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### 5 Further rights

By way of further rights **CDS Co-operatives** agrees:

- Right to Take in Lodgers** (1) Subject to clauses 3(18) 3(19) and 3(20) above, the **Tenant** may take in lodgers provided that:
- a) Before taking in any lodger into the **Property**, the **Tenant** shall inform **CDS Co-operatives** of the name, age and sex of the intended lodger.
- Right to Make Improvements** (2) The **Tenant** may make improvements, non-structural alterations, and additions to the **Property** including the erection of a television aerial and a satellite dish, external decoration and additions or alterations to **CDS Co-operatives'** installations, fixtures and fittings provided that the Tenant:
- a) has first obtained the written consent of **CDS Co-operatives**, and
  - b) has obtained any other necessary approvals, (for example planning permission or building regulations approval).
- CDS Co-operatives** will not unreasonably withhold consent to a request to make improvements, but may make its consent conditional on:
- a) the work being carried out to a specified standard, and
  - b) arrangements being made for suitable insurance against damage to the property of others and against injury to third parties, and
  - c) any other reasonable requirements.
- Failure to comply with **CDS Co-operatives'** conditions may be treated as a breach of the **Tenant's** obligations under the **Tenancy**.
- Right to Notice** (3) Except in the event of an emergency, to be given not less than 24 hours notice in writing of **CDS Co-operatives'** intention to enter the **Property** to inspect the condition of the **Property** or to carry out repairs or other works.
- In the event of an emergency, CDS Co-operatives may require immediate access to the **Property**. In such emergency, **CDS Co-operatives** may enter the **Property**, making good any damage caused in exercising this right.
- For the purposes of this Clause, emergencies include, but are not limited to:
- a) gas leaks;
  - b) water leaks (if there is the likelihood of damage to the **Property** or to a neighbouring property);
  - c) structural failure or other exceptional circumstances presenting a significant hazard to the Tenant or to a third party.

- Right to Information** (4) The **Tenant** has the right to information from **CDS Co-operatives** about the terms of this **Tenancy**; about **CDS Co-operatives'** repairing obligations and about its policies and procedures on tenant consultation, housing allocation and transfers. CDS Co-operatives will provide the **Tenant** with this information on request.
- Right to Consultation** (5) **CDS Co-operatives** will consult before making any changes in matters relating to housing management or maintenance that are likely to have a substantial impact on the **Tenant**.
- Where **CDS Co-operatives** has delegated any management responsibilities to a **Tenant Management Co-operative**, the co-operative's management committee will be consulted about any matters relating to housing management or maintenance that are likely to have a substantial effect on the co-operative or its members.
- CDS Co-operatives** will make written details of the arrangements for consultation available for inspection.
- Right to exchange** (6) The **Tenant** has the right to assign this **Tenancy** by way of exchange with that of another tenant of a registered social housing provider, local authority or new town, subject only to obtaining prior written consent from **CDS Co-operatives**.
- CDS Co-operatives** will not unreasonably withhold its consent to an assignment by way of exchange, but before consent to exchange is granted, will require that:
- the exchange partner obtains the written consent of their landlord to assign their tenancy to the **Tenant**; and may also require that
  - the **Tenant** pay any outstanding **Rent** and remedy any other breaches of the tenancy.
- CDS Co-operatives** may only withhold consent to an assignment by way of exchange on the grounds set out below:
- CDS Co-operatives** has obtained a possession order from the County Court to repossess the **Property** or has begun proceedings to obtain a possession order; and/or
  - the accommodation afforded by the **Property** is substantially more extensive than is reasonably needed by the household of the tenant with whom the **Tenant** wishes to exchange, ("the incoming tenant") (one spare bedroom will not be counted as "substantially more extensive" in exercising this Right to Exchange); and/or
  - the accommodation afforded by the **Property** is not suitable to the needs of the incoming tenant; and/or
  - the **Tenant** is in arrears of **Rent**; and/or
  - the incoming tenant has broken the terms of the tenancy with their existing landlord and has shown to CDS Co-operatives' reasonable satisfaction that they will not be a satisfactory tenant; and/or
  - the **Property** has features which are designed for use by a physically disabled person and if the exchange were approved there would no longer be such a person living in the **Property**.

### 6 Succession Rights

**CDS Co-operatives** also agrees that:

- Right of Succession to a Member of the Family** (1) On the death of the **Tenant**, provided that the **Tenant** was not a **Successor** of a previous tenant under the provisions of that tenant's tenancy agreement, and if the **Tenancy** does not vest in the **Tenant's** spouse under the procedure set out in clause 4(4) above:
- a) if the **Tenancy** passes under the Will or intestacy of the **Tenant** to a member of the **Tenant's** family who has resided with the **Tenant** throughout the period of twelve months ending with the **Tenant's** death and who occupied the **Property** as their only or principal home at the time of the **Tenant's** death (a "Residing Family Member"), then subject to the Residing Family Member notifying **CDS Co-operatives** in writing within one month of the **Tenant's** death that they wish to reside in the **Property** as their only or principal home, **CDS Co-operatives** will not exercise its right to obtain an order for possession and will acknowledge the Residing Family Member as the **Tenant** under this Agreement; or
  - b) if the Tenancy passes under the Will or intestacy of the **Tenant** to someone other than a Residing Family Member (a "Non-Residing Family Member") and there is a Residing Family Member who has served a Residing Family Member's Notice, **CDS Co-operatives** will endeavour to obtain possession from the Non-Residing Family Member and if successful will grant a new Tenancy on similar terms to this **Agreement** to that Residing Family Member; or
  - c) if there is more than one such Residing Family Member in any of the circumstances referred to in sub-clauses 6(1.a) and 6(1.b) above and:
    - (i) between them they agree which of them shall succeed to the **Tenancy** and that person serves the Residing Family Member's Notice, the appropriate provisions of those sub-clauses shall apply to that person only; or
    - (ii) they do not agree which of them shall succeed to the **Tenancy**, **CDS Co-operatives** shall select the best qualified Residing Family Member from those who have served the Residing Family Member's Notice and shall if necessary endeavour to obtain possession against any other Residing Family Members and/or Non Residing Family Members. If **CDS Co-operatives** is successful in obtaining such a possession order **CDS Co-operatives** will grant a new tenancy on similar terms to this **Tenancy** to the selected Residing Family Member.

- d) For the purposes of this Agreement a **Successor** shall be:
- (i) a spouse in whom the **Tenancy** was vested under the provisions of the Housing Act 1988; or
  - (ii) a person to whom this **Tenancy** shall have been acknowledged as having been granted under the provisions of sub-clause 6(1.a) hereof; or
  - (iii) a person to whom a tenancy shall have been granted as a result of their being a Residing Family Member of a previous tenant of **CDS Co-operatives** in accordance with terms similar to those set out in clauses 6(1.b) and/or 6(1.c) above; or
  - (iv) a person who was a joint **Tenant** and has become a sole **Tenant**.
- e) For the purposes of this **Agreement**, a member of the **Tenant's** family will be one of the following:
- (i) a partner, including a same-sex partner; or
  - (ii) a child (including step-children and adopted children); or
  - (iii) a parent or grandparent (including step-parents and parents-in-law); or
  - (iv) a grandchild (including step-grandchildren and adopted grandchildren); or
  - (v) a sibling, including step-siblings and siblings-in-law.
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## 7 Ending this Agreement

It is agreed that:

**Termination by the Tenant** (1) The **Tenant** shall give **CDS Co-operatives** at least four weeks notice in writing of the date on which the **Tenant** wishes to end the **Tenancy**.

**Moving Out** (2) The **Tenant** shall give **CDS Co-operatives** vacant possession and return the keys of the **Property** at the end of the **Tenancy** and remove all furniture, personal possessions and rubbish, leaving the **Property** and its fittings and fixtures in a good and lettable condition.

**CDS Co-operatives** accepts no responsibility (other than its legal responsibilities) for any items left in the **Property** by the **Tenant** at the end of the **Tenancy**.

**CDS Co-operatives** will store any items remaining in the property at the end of tenancy for a reasonable period before disposing of them.

**CDS Co-operatives** shall be entitled to sell such items and place the net proceeds of sale in a bank account. If the **Tenant** does not claim the net proceeds of any sale within six years of the end of the **Tenancy**, **CDS Co-operatives** may use the proceeds of sale in accordance with its objects.

### Intention to Seek Possession

- (3) In most cases, **CDS Co-operatives** will give not less than two weeks notice in writing of its intention to seek a possession order to end this **Tenancy** (which notice shall not need to end on the last day of a month). In some cases, **CDS Co-operatives** can give shorter notice or ask the Court to dispense with the requirement to serve notice altogether if it is just and equitable to do so.

With respect to Ground 6, Ground 7 and Ground 9 of Schedule Two to the Housing Act 1988, **CDS Co-operatives** will not give less than two months notice (which notice shall not need to end on the last day of a month).

**CDS Co-operatives** will only use Grounds 6, 7, 8, 9, 10, 11, 12, 13, 14, 14A, 15 and 17 of Schedule Two to the Housing Act 1988 (as amended from time to time by subsequent legislation) to obtain an order for possession. These Grounds are summarised below:

- (a) The **Tenant** is at least 2 months in arrears of **Rent** and/or the **Tenant** has not paid the rent which is due (Grounds 8 or 10) and/or the **Tenant** has persistently delayed paying **Rent** which has become lawfully due (Ground 11).
- (b) The **Tenant** has broken or failed to perform, any of the conditions of this Tenancy (Ground 12).
- (c) The **Tenant** or anyone living in the **Property** has caused damage to , or failed to look after the **Property**, the building or any of the common parts (Ground 13) or any furniture provided by **CDS Co-operatives** (Ground 15).
- (d) The **Tenant** or anyone living in the **Property** or a visitor to the **Property** has been guilty of conduct causing or likely to cause a nuisance or annoyance to neighbours or someone visiting or lawfully in the locality or has been convicted of using the premises for illegal purposes or of an arrestable offence in the **Property** or the locality (Ground 14).
- (e) The **Tenant** or the **Tenant's** partner has left the **Property** because of violence or threats of violence by the other partner to them or a member of their family living in the **Property** (Ground 14A).
- (f) Suitable alternative accommodation is available to the **Tenant** (Ground 9)
- (g) **CDS Co-operatives** intends to demolish or reconstruct the whole or a substantial part of the **Property** and cannot reasonably do so with the **Tenant** living in the **Property** (Ground 6).
- (h) The Tenancy has devolved under the will or intestacy of the **Tenant** (Ground 7) and the person to whom it has devolved is not a **Successor**.
- (i) The **Tenant** deliberately or recklessly made a false statement or someone made such a statement on their behalf that induced **CDS Co-operatives** to grant the tenancy (Ground 17).

### 8 Right of Redress

#### Right to complain and to take independent advice

If the **Tenant** believes that **CDS Co-operatives** has broken this **Agreement** or not performed any obligation contained in it, he or she should first complain to **CDS Co-operatives**, using the procedure set out in **CDS Co-operatives'** Complaint Policy, giving details of the breach or non-performance. If **CDS Co-operatives** fails to deal with the complaint or, in the **Tenant/Member's** view, continues not to comply with the **Agreement**, the **Tenant** can:

- a) Obtain advice and information about the available remedies at law from the local Citizen's Advice Bureau or law centre or from a solicitor; and/or
  - b) Make a formal complaint about **CDS Co-operatives** to the Independent Housing Ombudsman.
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### 9 The Rights of Third Parties

#### Intention of the Parties

- (1) Except for the **Tenant's** obligations in the following sub clauses:
- 3 (4) - restricting the use of the **Property** for residential purposes;
  - 3(10) - regulations for the care of common parts of the **Property**;
  - 3 (12) - not to commit antisocial behaviour;
  - 3 (13) - restrictions on car parking;
  - 3 (14) - to keep the garden tidy;
  - 3 (15) - not to cause unacceptable noise;
  - 3 (16) - prohibiting racial and other harassment; and
  - 3 (17) - to keep pets under control
- which are clearly intended to benefit neighbours; **CDS Co-operatives** and the **Tenant** declare that they do not intend any term of this **Agreement** to be enforceable by any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
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### 10 Regulation

#### Tenant Services Authority and successors

- (1) **CDS Co-operatives** is subject to the Tenant Services Authority's national standards and regulatory code for registered social housing providers and to other guidance on housing management practices issued by the Tenant Services Authority and its successors from time to time.
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## Signatories to the Agreement

Signed by the Tenant

..... Date: .....  
**Mr Joe Bloggs**

..... Date: .....  
**Mrs Jane Bloggs**

Signed on behalf of CDS  
Co-operatives

..... Date: .....  
**Maria McCarron**  
Housing Services Manager  
The Co-operative Development Society Ltd

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## Schedule One – Services to be provided by CDS Co-operatives

### Estate Services

Litter picking	Yes
Gardening	Yes
Communal lighting	No
Parking control	No
Bulk refuse	No

### Community facilities

Community hall	No
Other	No

### Block services

Cleaning	No
Window cleaning	No
Door entry system	No
Lift maintenance	No
Communal lighting	No
Fire safety equipment	No
TV aerials	No
Laundry facilities	No