

Tenancy Agreement

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About your tenancy

A. General terms

1. Amendments to legislation

- 1.1 Any reference in this tenancy agreement to an Act of Parliament refers to that act as it applies at the date of this agreement and any later amendment or re-enactment of it.

2. Rights of third parties

- 2.1 You and we agree that the provisions of Contracts (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that none of its terms can be enforced by any other person save for a person to whom it is lawfully assigned or who succeeds to it in accordance with the provisions in Section H (Transferring your tenancy) and Section I (Additional tenancy rights, succession and exchange).

3. Data protection

- 3.1 We will comply with the Data Protection Act 2018, the General Data Protection Regulation and any future or replacement legislation when collecting, using and sharing your information. We may disclose personal information we hold about you with third parties if it is reasonable for us to do so in the course of our business as a housing provider. Examples of third parties we may make disclosure to are benefit agencies (such as the DWP and housing benefit departments), other landlords, the police or other public agencies; tracing / debt collection agencies. We will not disclose sensitive personal information (for example medical records) except with your explicit consent or if otherwise authorised under current or future data protection legislation. You have rights to access personal information we hold about you and you can ask us to correct or record your disagreement with the information held. For further information see our Privacy Policy which is also available on our website.

4. Complaints

- 4.1 We operate a formal complaints procedure. Details are available from us. If you feel that we have broken this agreement or not performed any obligation in it, you should first complain to us giving details of the breach or non-performance.
- 4.2 If we fail to deal with the complaint or you believe that we continue not to comply with this agreement, you can obtain advice and information about your legal remedies from a local Citizens Advice Bureau, law centre or solicitor. You can also complain to the Housing Ombudsman Service, although you should first try to resolve your complaint through our complaint's procedure.
- 4.3 Vico Homes is a Community Benefit Society. Our provision and management of housing is regulated by the Regulator of Social Housing. We are subject to any guidance on housing management practice and performance standards issued by the Regulator of Social Housing.
- 4.4 Our employees will treat you with respect at all times and act reasonably and fairly in accordance with our equality and diversity policy. You should treat us in the same manner.

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5. Notices / permissions

- 5.1 Any notice to be served on you may - in addition to the methods permitted by law - be served by any of these methods.
- a) If handed to the tenant, one of any joint tenants or any other adult resident at your home, or
 - b) Whether or not the tenant or anyone else occupies your home, if sent by registered post or recorded delivery to your home, or
 - c) If inserted by hand through the letterbox at your home.
- 5.2 Notices can also be served on the tenant or one of the joint tenants by sending it by registered post or recorded delivery or leaving it at their last known address.
- 5.3 For communications other than notices, Vico Homes may use a variety of methods to contact you including by text, letter, phone, email and visits.

6. Permission

- 6.1 When we talk about getting our permission, you have to request this in writing.

7. Changing this agreement

- 7.1 We may make changes to this tenancy agreement.
- 7.2 Changes in the amount charged for rent and service charges will be made in accordance with the terms of this agreement.
- 7.3 This agreement may be changed if both you and we agree in writing.
- 7.4 We may also change the terms of this agreement by following the procedure in Section 103 of the Housing Act 1985 as if that act applied to this tenancy. If we decide to follow that procedure:
- a) We will send you a notice setting out the changes we intend to make and explaining why;
 - b) The notice will set out a consultation period and explain how you can express your views on the proposed changes;
 - c) At the end of the consultation period we will consider any responses we have received;
 - d) If we proceed with the proposed changes we will send you a notice setting out the changes and specifying a date on which they will take effect. That date will not be less than 28 days after the service of the notice.

8. Charities Act 2011

- 8.1 The dwelling that is the subject of this tenancy is held by a charity and the grant of this tenancy is a disposition falling within paragraph (a) of Section 117(3) of the Charities Act 2011.

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B. Rent and other charges

1. Rent

- 1.1 You must pay your rent and all other additional charges due under your tenancy agreement. These are due in advance on Monday each week or at any other longer regular advance interval that is agreed between you and us.
- 1.2 Within your tenancy agreement you will find the following information:
 - a) Your rent
 - b) Your service charge
 - c) Any other charges you must pay including the water charge
 - d) The total weekly amount you must pay
 - e) Details of how to pay and how to contact us
- 1.3 Each year on the first Monday in April we may increase your rent by giving you not less than four weeks' written notice of the increase. We will give you written notice by sending you a new rent notification letter. The new rent will be set in accordance with any relevant legislation in force at the time. We may reduce the rent and additional charges at any time.
- 1.4 If you are joint tenants, you are each responsible for all the rent and any rent arrears. We can recover all rent arrears owed for your home from any individual joint tenant.
- 1.5 If your rent and / or other charges are in arrears, you should arrange to pay a regular amount each week, even on rent free weeks.
- 1.6 If you do not pay your rent regularly and on time, we may bring a civil action in the County Court to recover the debt. We may also be able to repossess your home. Please refer to Section H of this agreement for the full details of the action we may take.
- 1.7 You agree to pay any arrears and other charges due at the date of this agreement in addition to the rent and other charges due under this agreement at the rate set out under the heading 'Payments for your home' in the particulars to this tenancy agreement. So that it is entirely clear, at the start of this tenancy agreement, you agree that any existing arrears of rent or other charges due to us will be treated as arrears under this tenancy agreement. We will be able to claim these arrears from you. If you fail to pay the amount due, we will be entitled to ask the Court for an order requiring you to make payment.

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2. Service charges

- 2.1 You must pay the service charge set out in this agreement or as set out in your latest rent notification letter.
- 2.2 If you pay a service charge, we will review the service charge every year. The new service charge will be payable from the first Monday in April.
- 2.3 We may increase or decrease the service charge.
- 2.4 Each year on the first Monday in April we may vary your service charge by giving you not less than four weeks' written notice of the variation. We will give you written notice by sending you a new rent notification letter. The service charge payable is the amount specified in this letter. The letter will set out the amounts which are eligible or ineligible for housing related benefits.
- 2.5 At any other time, we may vary your service charge if the variation is agreed by both you and us and recorded in writing.

3. Water charges

- 3.1 If at the beginning of the tenancy agreement a water charge has been stated or is detailed in the list of service charges, Vico Homes has an agreement with Yorkshire Water for collection of the water and sewerage charges applicable to your home on their behalf. If a water charge has not been stated, then any charges for usage will be payable by you directly to your water supplier and you will be responsible for entering into an agreement with them.
- 3.2 Where Vico Homes is collecting the water charge, the amount you have to pay is the amount set out in your tenancy agreement or your new rent notification letter.
- 3.3 Where Vico Homes is collecting the water charge, each year on the first Monday in April we may vary your water charge by giving you not less than four weeks' written notice of the variation. We will give you written notice by sending you a new rent notification letter. The water charge payable is the amount specified in this letter.
- 3.4 Where Vico Homes is collecting the water charge, this is recoverable as rent.

4. Housing support

- 4.1 If we provide you with support services then those services may include the provision of general counselling and support in relation to all or any of the following:
 - a) Maintaining the security of your home
 - b) Maintaining the safety of your home
 - c) Standard of conduct required
 - d) Paying the rent
 - e) Maintaining your home in an appropriate condition
 - f) Giving up the tenancy at the appropriate time
 - g) Contact with others to ensure your welfare
 - h) Other support services (excluding personal care)
- 4.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

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- 4.3 If another support provider provides you with support services, then you are responsible for entering into a separate agreement with that service provider for those services. You are also responsible for paying for those support services in accordance with that separate agreement. Any such payments will be in addition to your rent and service charges payable in accordance with this tenancy agreement.

5. Rent information card

- 5.1 Every year you will be sent a rent information card containing a detailed breakdown of all the amounts payable under your tenancy, including your rent, services charges and water charges.
- 5.2 Your rent information card will also include information about your housing related benefits and certain other information which may be required by statute.
- 5.3 You will receive your rent information card in March of every year.

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C. Housing Benefit and Universal Credit

1. Housing Benefit payments

- 1.1 If you are on a low income and think you need help to pay your rent it is your responsibility to identify your entitlement to and to claim Housing Benefit. We can provide you with help and advice on claiming Housing Benefit. The Council are responsible for deciding your claim for Housing Benefit.
- 1.2 If you are entitled to Housing Benefit and wish to have any benefit entitlement paid directly to Vico Homes, you would need to give your consent to this on your claim form for Housing Benefit.
- 1.3 We will credit your rent account with benefit entitlement when we receive it.
- 1.4 If your circumstances change you should tell the Council straight away. The Council can then decide if you are entitled to more or less benefit.
- 1.5 If more Housing Benefit is credited to your rent account than you are entitled to because you have not informed the Council of a change in your circumstances we may pay the Council back and claim the money from you as rent arrears.

2. Universal Credit

- 2.1 If you are on a low income and think you need help to pay your rent it is your responsibility to identify your entitlement to and to claim Universal Credit, including the housing costs element.
- 2.2 Where you submit a Universal Credit claim, indicating Vico Homes as your landlord, Vico Homes will be informed of this digitally via the Universal Credit Landlord Portal. Through this portal, Vico Homes will provide confirmation of your eligible rent and service charges to Universal Credit to assist in calculating your award.
- 2.3 Under Universal Credit, your housing costs element will be paid directly to you by default. It is your responsibility to ensure that your rent is paid in full. The housing cost element may not cover your rent in full.
- 2.4 If you require support from Vico Homes in relation to your Universal Credit claim, you must give explicit consent to Universal Credit on every occasion. You can provide explicit consent directly to Universal Credit or via your Universal Credit online journal.
- 2.5 Where a change of circumstances occurs which may affect your entitlement to Universal Credit or the housing costs element, you should inform Universal Credit as soon as you are able, either directly or via your Universal Credit online journal.
- 2.6 If you are in arrears with your rent or service charges, you can ask for the housing costs element of your Universal Credit to be temporarily paid directly to us. If you are in arrears, we may also apply for temporary direct payment to us of the housing cost element and a third party payment to reduce any arrears already accrued.
- 2.7 Where direct payments are in place to Vico Homes from your Universal Credit payment and an overpayment occurs, Vico Homes will refund Universal Credit directly and raise the correct rental debit on your current or former rent account.

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D. Repairs, maintenance, improvements, insurance and utilities

1. Your rights – repairs

- 1.1 You have the right to have repairs carried out to your home as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made under it applied to this agreement. This means there are set timescales for certain repairs and you have a right to compensation if these are not done on time. Further information is available by contacting OneCALL.

2. Your rights and responsibilities - improvements

- 2.1 Before you improve your home you must first get our written permission if you want to:
- a) decorate any part of the outside of your home;
 - b) make any structural changes or additions to the property. We do not allow the conversion of loft spaces for use as living accommodation;
 - c) erect a shed, garage or any other external construction;
 - d) remove, add or alter any part of a fence or garden wall;
 - e) add to or change or replace any fixtures and fittings provided by us including altering, vinyl wrapping or painting the kitchen units or worktops;
 - f) put up a satellite dish, television, radio or amateur radio aerial such as a Citizens Band aerial;
 - g) install one or more CCTV cameras or similar monitoring or recording devices;
 - h) apply artex to a ceiling (we do not allow artex to walls);
 - i) install laminate flooring;
 - j) fit tiles to walls or floors; and
 - k) alter the electrical, gas, heating or water installations including having a water meter installed.

This list is not exhaustive. If you have any doubt about whether the work you propose to do amounts to an improvement or alteration you should contact us before any work is undertaken.

- 2.2 We will not unreasonably refuse permission for such improvements or changes, but we may impose conditions.
- 2.3 You must not make any additions, alterations or improvements to any common parts.
- 2.4 You must also get any planning permission, building regulations approval or any other permission you may need before you start the work.
- 2.5 If we refuse to give you permission, we will always write and tell you why.
- 2.6 If you undertake any improvement work without our permission, or fail to satisfy any condition we impose, it will be a breach of this agreement. We may:
- a) Require you to remove the improvement or reinstate the property; and / or
 - b) We may remove the improvement or reinstate the property ourselves and recharge you for the works; and/or
 - c) Take enforcement action in the County Court for any remedy available to us which may include seeking an injunction to require you to remove the improvement, reinstate the property or seek possession of your home.

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- 2.7 After your tenancy has ended, if we find that you have undertaken any improvement work without our permission or have failed to satisfy any condition that we imposed, we may charge you for the work needed to remove the improvement and / or reinstate the property. If you do not pay this charge, we may bring proceedings in the County Court to recover the debt.

3. Your rights – compensation for improvements

- 3.1 We agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if Sections 97, 98, 99, 99A, 99B and 100 of the Housing Act 1985 (as amended) applied to this agreement.

4. Our rights - access

- 4.1 We have the right to move you if your home needs to be empty for major works. If we need to move you for this reason, we will provide you with alternative accommodation whilst the works are undertaken. When the works are complete you will move back into your home. Further information is available by contacting OneCALL.
- 4.2 We have the right to gain access to your home to inspect, clean or repair your home or neighbouring dwellings, common parts and land retained by us or any sewers, drains, pipes wiring or cable serving your home, neighbouring dwellings, common parts or land retained by us. The following provisions apply to access:
- 4.3 You must allow authorised employees of Vico Homes or other agents of Vico Homes into your home at all reasonable hours to inspect its condition, do any repairs needed, or improvements or to service your appliances or to carry out work that we consider necessary to make sure the property and surrounding properties do not put you or anyone else at risk.
- 4.4 You must allow authorised employees of Vico Homes or other agents or contractors engaged by Vico Homes access to your home to carry out gas safety inspections and gas servicing as and when required.
- 4.5 You must allow authorised employees of Vico Homes or other agents or contractors engaged by Vico Homes access to your home to carry out other safety inspections and / or checks as and when required. These may include, but are not limited to, electrical safety inspections, fire safety inspections and / or asbestos checks.
- 4.6 Except in case of emergencies, we will give you at least 24 hours advance notice (in writing if possible) that we require access to your home. All employees of Vico Homes or its agents will carry formal identification at all times.
- 4.7 Authorised employees of Vico Homes may need to enter your home without notice in an emergency, using reasonable force if necessary, if we feel there is a risk of personal injury or damage to the property or surrounding properties.
- 4.8 If you fail or refuse to give us access in accordance with the terms above, we may apply to the County Court for an injunction directing you to give us access or permitting us to access your home using reasonable force if necessary.

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5. Your responsibilities – minor repairs and maintenance

- 5.1 You are responsible for maintenance and minor repairs to your home. Minor repairs and maintenance include but are not limited to:
- a) replacing electrical fuses and light bulbs;
 - b) care [and provision] of electricity, gas and water meters;
 - c) keeping the property and garden in good condition;
 - d) internal decorations;
 - e) replacing batteries in smoke alarms;
 - f) draining of water supply when you are away from home (for example on holiday, in hospital) during the winter months, from October to April;
 - g) maintaining a garage, driveway or shed or other structure which has been constructed by you or by a previous tenant with whom you undertook a mutual exchange; and
 - h) clearing outside gullies.
- 5.2 You must:
- a) keep external air bricks and internal vents free of any obstruction;
 - b) keep any vent or flue serving a gas appliance free of any obstruction; and
 - c) keep shared areas (including communal halls, staircases, landings, lifts, balconies, passageways and surrounding areas of any flats) completely clear. You must not place or store any personal belongings or rubbish in these areas whatsoever.
- 5.3 You must only burn smokeless solid fuels approved by us for your appliances if your home has solid fuel heating.
- 5.4 You are responsible for sweeping flues and chimneys at least once a year if you have a solid fuel appliance.
- 5.5 You must take reasonable steps to prevent water pipes being damaged by frost.
- 5.6 You must take reasonable steps to keep the property adequately ventilated and heated so as to prevent damage from condensation and to follow any advice we provide you with on ways of preventing condensation whether in person by our employees or agents, by any leaflet we provide you with or information which is available on our website.

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6. Your responsibilities – repairs

- 6.1 You are responsible for any repair needed due to neglect, negligence or wilful damage by you, your household, any subtenant or lodger and your visitors.
- 6.2 If you do not carry out any repair which is your responsibility, we will send you written notice to carry out the repair in a reasonable time.
- 6.3 If you do not carry out the repair within that time and to our satisfaction, then we may enter your home, carry out the work and charge you for the cost.
- 6.4 If your failure to make a repair causes an emergency, then we may enter your home without notice, carry out the work and charge you for it.
- 6.5 If we charge you under this section, you must pay the charge in full within 28 days of receiving the bill, unless we have agreed an alternative payment arrangement with you.

7. Your responsibilities - reporting repairs

- 7.1 You must immediately report any repairs we are responsible for using OneCALL or online.
- 7.2 You must report repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances immediately.
- 7.3 You must report emergency repairs by contacting OneCALL. Further information on reporting emergency repairs can be found on our website.
- 7.4 If you report repairs to this service, which could not be reasonably classed as an emergency, we will charge you the extra cost of doing the repairs outside normal hours.
- 7.5 You must allow access for us to inspect your home and for any repair works to be carried out. Please refer to the detailed access provisions set out in Clause D 4 above.

8. Our responsibilities – repairs and maintenance

- 8.1 We will repair and maintain:
 - a) the structure, outside and shared parts of your home including drains gutters and outside pipes;
 - b) the installations for supplying water, gas and electricity (not including meters and connections belonging to the supplier), and for disposing of sanitation and rubbish; and
 - c) the installations and appliances for heating your home and for hot water.

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9. Electricity generation (if applicable)

- 9.1 If you have FIT equipment at your home, once the installation and registration of the FIT equipment is complete we shall make available to you at no cost all electricity generated by the FIT equipment you are able to use for the benefit of your home and that any electricity which is not so used may be exported to the grid for the sole benefit of us. However we make no warranty as to the amount of electricity produced in any period due to variability of weather conditions.
- 9.2 We retain the following rights over your property for the benefit of us or any of our employees (including other agents or contractors of Vico Homes):
- a) the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any FIT equipment in and on the property (including the right to attach the FIT equipment to the property and remove any part or the whole of the FIT equipment from the property);
 - b) the right to change the position of any part of the FIT equipment in or on the property;
 - c) the right to use all means of reasonable access to and through the property and any building of which the property is part for access to and from the FIT equipment so that we or any of our employees or other agents or contractors of Vico Homes can exercise the rights set out in this clause;
 - d) the right to connect into, use and alter the existing electrical cabling, installations and other service media within the property in connection with the use of the FIT equipment for the generation of electricity via the FIT equipment, including exporting electricity to the grid, and the passage or transmission of utilities to and from the FIT equipment and the property; and
 - e) the right to support and protection for the FIT equipment from the property and the building of which the property is part.
- 9.3 You must not interfere with, damage, remove or seek to repair the whole or any part of the FIT equipment and you shall immediately notify us on discovery of any damage to the FIT equipment.
- 9.4 You acknowledge that we have the right to claim the whole of any FIT payments in relation to the electricity produced from the FIT equipment whether for generation or export of electricity and you will assist us in ensuring we maintain this right.

10. Utilities and Council Tax

- 10.1 You must pay all gas, electricity, Council Tax, water, sewerage and phone charges relating to your home.
- 10.2 You have the right to change your telephone, gas or electricity supplier where possible.

11. Insurance

- 11.1 We will insure your home (buildings only, excluding any fixtures and fittings) for such sum and against such risks as we (acting reasonably) believe appropriate.

Please note: You as tenant(s) are responsible for taking the necessary steps to ensure that the contents of your home are fully insured.

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E. Personal, property and community responsibilities

1. Antisocial behaviour

- 1.1 We believe everyone has the right to live peacefully in their home without suffering nuisance or disturbance from others.
- 1.2 As a Vico Homes tenant, you are responsible for making sure that anyone living at or visiting your home respects other people's rights.
- 1.3 Your responsibilities for your own behaviour, members of your household and visitors are not confined to your home. They also apply to any shared areas and the area around your home and to the community you live in.
- 1.4 We have the right to apply for and obtain injunctions to prevent actual or threatened serious breaches of this agreement. We may also seek any other legal remedy to enforce the conditions contained in this agreement. These may include but are not limited to:
 - a) Possession proceedings;
 - b) Injunctions;
 - c) Acceptable Behaviour Contracts;
 - d) Demotion Orders.
- 1.5 We will not tolerate antisocial behaviour and will work in partnership with the Council and the Police where necessary.

2. Conduct – you, your family and visitors

- 2.1 You or anyone visiting your home or living with you must not:
 - a) do or allow anything, which causes or is likely to cause a nuisance, annoyance, disturbance, harassment alarm or distress to any other person;
 - b) use violent, abusive or threatening behaviour or language to any employee, representative or agent of Vico Homes including by means of electronic communication such as social media;
 - c) use behaviour or language that could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion, sexuality, age or disability or any action or behaviour which meets the definition of hate crime;
 - d) engage in drug dealing or engage in or permit others to take part in the consumption or possession of illegal substances;
 - e) use, or permit the use of any part of your home for the production or cultivation of any illegal substance;
 - f) engage in any illegal, immoral or unlawful activity;
 - g) make false or malicious complaints about the behaviour of any other person;
 - h) damage, deface or put graffiti on any of our property or any other property or building;
 - i) interfere with gas and / or electricity meters and supply equipment whether by bypassing the meter, abstracting an unlawful supply or otherwise;
 - j) locate or configure a CCTV camera or other recording or monitoring equipment so as to interfere with the privacy of any other person;

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- k) make abusive, threatening, defamatory or illegal postings on social media;
- l) allow rubbish to accumulate in or around your home and you must make sure that rubbish is not dumped on any other surrounding area or land owned by us;
- m) throw or drop any items from any part of apartment blocks or other buildings owned by us;
- n) damage or interfere with security and safety equipment in shared areas and you must not let strangers into shared areas without proper identification;
- o) tether horses, ponies, donkeys or any other livestock on any open plan areas or other land owned by us;
- p) engage in unauthorised use of off-road motorcycles or quad bikes;
- q) light any bonfires in your garden or any shared areas or on land owned by us; and
- r) feed birds or other animals on shared areas.

2.2 You and anyone visiting your home or living with you must keep shared areas completely clear. You must not place or store any personal belongings or rubbish in these areas whatsoever. Vico Homes may remove and dispose of any items found in shared areas. You may also be required to pay for the cost of removal and disposal of any such items.

3. Domestic abuse

- 3.1 You must not inflict domestic abuse or threaten domestic abuse against your partner, your children, your partner's children or any other person living in your house.
- 3.2 If you do and your partner leaves your home because of the domestic abuse or threat of domestic abuse and does not intend to return, we have the right to apply to the Court for possession.
- 3.3 Clause E 3.2 is without prejudice to any other remedy or ground for possession available to us if you commit acts of domestic abuse.
- 3.4 Domestic abuse includes physical, mental, sexual, emotional and financial abuse and coercive and/or controlling behaviour.

4. Harassment

- 4.1 We will not tolerate any form of harassment.
- 4.2 You or anybody who lives with you or visits your home, must not do, incite or condone anything on the property or in its locality which could harass or intimidate any other person.
- 4.3 We will hold you responsible for anything done by anybody in your household or your visitors.
- 4.4 These are some of the things we mean by harassment.
 - a) Violence or threats of violence towards anybody.
 - b) Abusive or insulting words or behaviour.
 - c) Damage or threats of damage to someone else's property.
 - d) Damage someone else's home.
 - e) Interfering with the right of someone else to live in their home.
 - f) Writing threatening, abusive or insulting graffiti.

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5. Displays

5.1 No one must display any sign, notice or advert or display anything that:

- a) is obscene, indecent or pornographic;
- b) could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion, sexuality, age or disability; or
- c) could reasonably be seen to cause offence to a neighbour or any person passing the property.

5.2 You may display temporary notices about elections or community events.

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F. Tenant involvement

1. Your rights

- 1.1 We believe that all tenants and residents must have the opportunity to play an active part in the management and development of the organisation, if they wish to, as they are best placed to know what standard and level of service they want to receive. Our Customer Charter sets out the standards for tenant involvement and this can be found on our website.
- 1.2 All tenants have the right to start or join a local tenants association or other tenants' groups. Contact Vico Homes for more information about groups in your area and how you can become more involved.
- 1.3 We respect your rights to confidentiality and data protection.

2. Our responsibilities - consultation

- 2.1 We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on your tenancy. We agree to give you this right as if Section 105 of the Housing Act 1985 applied to this tenancy agreement. We will extend this consultation to tenants' groups where appropriate. We will give everyone the chance to make their views known within a reasonable time.

3. Our responsibilities – information

- 3.1 You have the right to information from us about the terms of this tenancy and about our repairing obligations and our policies and procedures on tenant consultation, housing allocation and transfer. Access to tenancy files will be given provided you give advance notice in writing. We agree to give you this right as if Section 104 of the Housing Act 1985 applied to this tenancy agreement.
- 3.2 We will make information available about our policies and procedures to do with allocating, managing and maintaining your property. This information can be found on our website.
- 3.3 We will send you information on things affecting your home and our performance every year.

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G. Conduct of your tenancy and use of your home

1. Occupation and use of your home

- 1.1 These tenancy agreement conditions are to make sure that you, members of your household, visitors, your neighbours and other people living in the locality are not subjected to disturbance, nuisance, harassment or any antisocial behaviour.
- 1.2 You are responsible for complying with the terms of this tenancy agreement. You are also responsible for the behaviour of members of your household and visitors to your home, including children under the age of 18.
- 1.3 You must not knowingly permit, incite, allow, condone or fail to prevent any person doing anything that is in breach of this agreement.
- 1.4 You are in breach of this agreement if you, members of your household or visitors, including children under the age of 18, break any of the terms of this agreement.
- 1.5 We may apply to the Courts to enforce the terms of this agreement and any Court costs incurred will be charged to your rent account for payment.
- 1.6 You must occupy your home as your principal (main) home.
- 1.7 If you intend being away from your home for a continuous period of 28 days or more, you must give us notice in writing.
- 1.8 You must take reasonable steps to ensure that the property is secure whenever the property is unoccupied.
- 1.9 You must occupy your home within 28 days of the start of your tenancy, unless you have our written permission not to do so.
- 1.10 You must not allow your home to become overcrowded (as this is defined in the Housing Act 1985) or exceed the maximum number of persons who can occupy your home.

2. Furnished accommodation

- 2.1 Where your home is furnished by us, you, or any other person living in or at your home must:
 - a) Not sell, rent or give away any of our furniture. If you do we may ask the Court for permission to evict you. We will charge you for any Court work undertaken and we will ask the Court to order you to pay us compensation for the furniture.
 - b) Not deliberately damage or vandalise our furniture.
 - c) Not move any of our furniture out of the home without our written permission.
 - d) Leave our furniture in a good state when you move out of your home. We will inspect the furniture and you may be charged for any broken items
- 2.2 You are responsible for repairing any damage to our furniture, which you or any other person living at your home or visiting you causes.

About your tenancy

3. Businesses

- 3.1 You must not use your home (including any garage or garden) for any trade or business activity without our written permission and you must obtain necessary planning and other consents once our written permission has been given.
- 3.2 We will not refuse permission unless we believe that the nature of the activity is likely to cause a nuisance to neighbours or damage to your home.
- 3.3 You must not display any sign or notice board about your business. If there are any shared areas you must use them with due regard for the convenience and safety of others.

4. Gardens, boundaries and balconies

- 4.1 You must:
 - a) keep your home, including garages and outbuildings in a good state of interior decoration, repair and cleanliness, and keep outside gullies clear and unblocked;
 - b) keep any garden or yard, including hedges, which are part of your home, cultivated and tidy;
 - c) You must comply with all relevant rules put in place from time to time by the local authority for the area in which your home is located, relating to the recycling and disposal of waste including, but not limited to the rules regarding the location and use of bins and / or recycling containers and the placement of bins and / or recycling containers for collection. This includes taking the bins and / or recycling containers back in after collection;
 - d) not cut down, remove or damage any trees or hedges without first getting our written permission;
 - e) get our written consent before you plant any tree in your garden;
 - f) not block joint driveways or footpaths or stop emergency vehicles getting to your home or neighbouring properties;
 - g) not alter, move or otherwise interfere with the existing boundaries of your home; and
 - h) not engage in any activity that may cause damage to neighbouring properties or garages owned by Vico Homes.
- 4.2 We can enter the property and do any work we think is necessary if you:
 - a) neglect your garden;
 - b) allow any tree or bush (including those that are diseased or dead) to be a nuisance or danger or a potential nuisance or danger.
 - c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property; or
 - d) allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical installation or structure (including road, footway, paved or surfaced area).

You may have to pay us for any work we have to do.
- 4.3 You must not enter other land owned by us without either good reason or written permission. This includes, but is not limited to:
 - a) parking cars other than on a roadway or car park; and
 - b) entering other tenants' gardens and communal areas without invitation from a tenant or resident of that area.

About your tenancy

4.4 If you have a balcony, you must:

- a) keep it clean and tidy at all times;
- b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
- c) not store any paint or flammable liquids or materials on it;
- d) not allow any animal to foul it;
- e) not light fires, including barbecues, on it;
- f) not feed birds or other animals from or on it;
- g) not throw any items from your balcony; and
- h) not connect and / or operate any electrical equipment on it.

5. Storing dangerous substances and items

- 5.1 You must not store or use in or around your home, in any garage or in any shared areas any dangerous, inflammable or explosive substance. This includes vehicle fuels such as petrol and diesel. We do not allow bottled gas (such as Liquid Petroleum Gas - LPG), bio-ethanol fuels and paraffin in buildings over two storeys high.
- 5.2 If you need to use and store oxygen cylinders at your home because of a medical condition you must tell us immediately and agree suitable storage arrangements.
- 5.3 You must not keep mopeds, motorbikes or any equipment driven by a combustion engine inside your home or in internal shared areas.
- 5.4 If you or any member of your family wish to keep a mobility scooter you must apply for prior written permission from us. For further information please ask about our Mobility scooter policy.
- 5.5 You may only keep legally held firearms and / or ammunition at your property with our prior written permission. Any such items must be stored in accordance with your licence conditions at all times. If your licence is withdrawn or suspended at any time you must inform us immediately.

6. Parking

- 6.1 This tenancy condition applies to any motor vehicle, motor home, caravan, boat or trailer.
- 6.2 You:
 - a) May park a vehicle within the boundary of your home if there is a properly constructed driveway, dropped kerb, access crossing and garage or hardstanding. In all other cases you must first get our written permission.
 - b) Must not park or drive any vehicle on open plan areas, footpaths or grass verges.
 - c) Must not park any motor vehicle, caravan, motor home, trailer or boat at your home or any garage forecourt or communal area without our written permission unless a garage, hardstanding or approved access has been granted.
 - d) Must not park any caravans, boats, trailers and commercial vehicles on shared areas.
 - e) Must not park derelict vehicles in gardens or on verges, estate roads, shared areas and other land owned by us. We may remove such vehicles and you will have to pay our removal and disposal costs. If you leave any such vehicles behind after your tenancy ends, we will remove them and you will have to pay our removal and disposal costs.
 - f) Must ensure that your vehicle is taxed, insured and fit to drive. You must park tidily and not cause any obstruction.

About your tenancy

7. Vehicle maintenance

- 7.1 You must restrict any vehicle maintenance at your home to minor repairs to your own vehicle and vehicles belonging to members of your household. The vehicle should be on a driveway (not a shared driveway), hardstanding or in a garage when the work is being done. Any repairs done should not cause a nuisance or annoyance to neighbours.
- 7.2 You must:
- a) keep noise, vibration, smells, fumes and dirt to a minimum;
 - b) dispose of unwanted oil, engine or vehicle parts properly and must not deposit them within the boundary of your home or anywhere except at an authorised site;
 - c) not cause a nuisance by excessive running of the engine of any vehicle or by using noisy machinery or tools; and
 - d) not keep unroadworthy or illegal vehicles within the boundary of your home, or on open plan areas, communal parking areas, footpaths, grass verges, any open space adjoining your home, or any other areas in the locality of your home.

8. Keeping animals

- 8.1 Any animal kept in or at your home must be kept in a reasonable manner and must not cause a nuisance to anyone or cause damage to your home. Permission will not be granted to keep any animal which we feel is unsuitable for your home.
- 8.2 You must not keep or allow in or at your home:
- a) more than one dog and / or cat without our written permission;
 - b) dogs or cats if your home has a shared or communal entrance with the exception where permission has been given by us. This also applies to dogs and cats belonging to your visitors;
 - c) any animal, which is classed as wild or dangerous in law or by virtue of a conviction;
 - d) any livestock (which includes, but is not limited to cattle, pigs, poultry other than hens, donkeys, ponies, horses, sheep and goats);
 - e) pigeons;
 - f) any venomous snakes or other reptiles;
 - g) any large reptiles such as lizards, crocodiles and alligators;
 - h) any large snakes or constrictor snakes; and
 - i) any venomous (or poisonous) insects, amphibians, spiders or other arachnids.
- 8.3 We reserve the right to ask you to remove any animal we consider is unsuitable to be kept at your home.

About your tenancy

9. Illegal or immoral activities

- 9.1 You must not use your home or any shared areas for any illegal or immoral purposes.
- 9.2 Illegal or immoral purposes include, but are not limited to:
- a) receiving, handling or storing stolen goods;
 - b) using, supplying and possessing controlled drugs and any other prohibited or dangerous substances - controlled drugs are substances classed as A, B and C as defined in the Misuse of Drugs Act 1971; For the avoidance of doubt, the above includes the cultivation or processing of cannabis and the production, processing or storage of any other illegal substance, including but not limited to intoxicants and explosives;
 - c) possessing illegal firearms or other illegal weapons; or
 - d) using your home for prostitution.

10. The Prevention of Social Housing Fraud Act 2013

- 10.1 The provisions of the Prevention of Social Housing Fraud Act 2013 apply to this tenancy.
- 10.2 You must not sub-let or part with possession of the whole or a part of the property except as expressly provided for in this agreement.
- 10.3 If you do, and you cease to occupy the property as your only or principal home, you may be committing an offence and may be prosecuted.
- 10.4 If you sub-let or part with possession of the whole of the property or first sub-let a part, then the whole of the property, this tenancy will cease to be an assured tenancy. It cannot become an assured tenancy again, even if you regain possession of the property.
- 10.5 If you sub-let or part with possession of the whole or a part of the property, in breach of the terms of this agreement, we may seek possession of the property by court action or use any other remedy available to us.
- 10.6 If you have received money from sub-letting in breach of this agreement, we may seek an order requiring you to pay us any money you received.

11. Property acquired from a private developer (if applicable)

- 11.1 If your property has been acquired by us from a private developer there are additional requirements for you to comply with whilst in occupation at the property. These obligations should be considered together with your tenancy agreement and where there is a conflict, you should comply with the most restrictive. The covenants are attached with this agreement and form part of your agreement with us. You agree with us to observe and perform all the covenants and conditions on the part of us contained in the **Transfer between _____ and us dated _____** and must indemnify us from and against any actions proceedings claims damages costs expenses or losses arising from any breach non-observance or non-performance of those covenants and conditions.

12. Property which is part of a Vico Homes new build development (if applicable)

- 12.1 If your property is part of a Vico Homes new build development there are additional requirements for you to comply with whilst in occupation at the property. These obligations are attached and form part of your tenancy agreement with us. You agree with us to observe and perform all the terms contained in these regulations for the Vico Homes new build development known as _____.

About your tenancy

H. Transferring and ending your tenancy

1. Transferring your tenancy (assignment)

- 1.1 You must not transfer (assign) this tenancy except in the following circumstances:
- a) A Court orders the transfer in matrimonial proceedings or other proceedings. If you become involved in any legal proceedings which may affect your tenancy or rights of occupation you must inform us as soon as possible;
 - b) You may assign your tenancy to a person entitled to succeed to the tenancy in the event of your death. For the avoidance of doubt, in this context a person entitled to succeed does not include a joint tenant. If you wish to assign your tenancy in this way, you must first get our permission in writing;
 - c) You may assign your tenancy by exercising your right to mutual exchange, when it applies. Please see Section I 3 for the details of this right;

2. Ending your tenancy

- 2.1 You may end your tenancy by giving us notice:
- a) In writing;
 - b) Stating your name and address;
 - c) Stating that you wish to end your tenancy; and
 - d) Giving us at least 28 days' notice ending on a Monday.
- 2.2 If you give us notice in accordance with Clause H 2.1 above, your tenancy will end when the notice expires.
- IF YOU GIVE NOTICE IN ACCORDANCE WITH CLAUSE H 2.1, IT CANNOT BE WITHDRAWN, AND YOUR TENANCY WILL END WHEN THE NOTICE EXPIRES. IF YOU CHANGE YOUR MIND YOU WILL ONLY BE ABLE TO CONTINUE TO OCCUPY YOUR HOME IF WE AGREE, IN WRITING, TO THE GRANT OF A NEW TENANCY.**
- 2.3 If you are joint tenants, any one of you can end the tenancy by giving us notice in accordance with Clause H 2.1. If any other joint tenants wish to remain in the property, we will decide whether to grant them a new tenancy.
- 2.4 You must return all of the keys ('keys' includes access fobs and other electronic access devices you may have) to your home to us and give us vacant possession when your tenancy ends. If you do not, we will continue to charge you for the property at a rate equal to your total weekly charges under this agreement until we are able to take possession.
- 2.5 If you fail to return all of the keys to your home when you leave, we will change the locks and recharge the cost of the work to you.
- 2.6 You may be able to agree a shorter notice period with us than 28 days:
- a) If we do agree to a shorter notice period, your tenancy will not end until you return all of the keys to us and give us vacant possession. Until that time you will continue to be liable for the total weekly charges under this agreement;
 - b) If you are a joint tenant, we will not agree a shorter notice period unless all of the joint tenants agree.

About your tenancy

- 2.7 You must leave your home, the fixtures and fittings and any furnishings we provided in good condition when you go.
- 2.8 When your tenancy has ended you must pay any outstanding amount you owe us for rent or other charges.
- 2.9 Do not leave any of your belongings behind. If you do, you will be deemed to have abandoned them and we will dispose of them and charge you for this.
- 2.10 After you have left your home we will do a full inspection. We will charge you for the cost of:
 - a) making good any damage to your home not resulting from fair wear and tear;
 - b) replacing any missing fixtures and fittings; and
 - c) any cleaning costs we have to pay so that we can re-let the property.

3. Ending the tenancy in court – assured tenancies

- 3.1 For so long as this tenancy is an assured tenancy within the meaning of the Housing Act 1988, we may apply to the Court for an order requiring you to give up possession of the property on any of the grounds for possession available to us under that act or any replacement legislation. These grounds may change if the act is amended or replaced.
- 3.2 We will usually give you notice of our intention to seek possession in accordance with Section 8 of the act, unless a Court considers it just and equitable to dispense with a notice.
- 3.3 The minimum notice we will give you is usually 28 days but may be shorter or longer for some grounds. In some circumstances we may ask a Court to waive the service of a notice.

4. Absolute grounds for possession

- 4.1 Where certain types of antisocial behaviour or criminality has been proven against you, a member of your household or your visitor, we may rely upon the absolute grounds for possession. If we do rely on these grounds, we do not have to prove to the court that it is reasonable to make a possession order. We will only use the absolute ground in the most serious cases and you will have the right to request a review of the decision to seek possession before we apply to Court for possession under the absolute grounds.

5. Demotion orders

- 5.1 For so long as this tenancy is an assured tenancy within the meaning of the act, we may also apply for a Demotion Order under Section 6A and 20B of the Housing Act 1988 (as amended by the Antisocial Behaviour Act 2003).
- 5.2 If we intend to seek a Demotion Order, we will give you two weeks' notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 5.3 If a Demotion Order has been made for this tenancy, we may ask the Court to make a Possession Order under the provisions of the Housing Act 1988. These give the Court limited powers to refuse a possession order.

About your tenancy

6. Ending the tenancy in court – assured status Lost

- 6.1 If you cease to be an assured tenant because you have ceased to meet the requirements of s.1 of the Act or the tenancy has otherwise ceased to have assured status, we may end your tenancy by serving a Notice To Quit on you complying with Section 4 of the Prevention From Eviction Act 1977.
- 6.2 Once the Notice To Quit has expired we may apply to the Court for a Possession Order. The Court has limited powers to refuse to make an order in these circumstances.
- 6.3 If you do not give up possession of the property once the Notice To Quit has expired, we will continue to charge you for the use and occupation of the property at a rate equal to the total weekly charges applicable under this tenancy.

7. Ending the tenancy where an occupier does not have the right to rent

- 7.1 If we are notified by the Secretary of State that you, or any other person aged over 18 years does not have the Right To Rent as defined in the Immigration Act 2014 we may seek possession through the Court on the relevant ground set out in Schedule 2 to the Housing Act 1988.
- 7.2 If we are notified by the Secretary of State that nobody residing in your home has the Right To Rent we may end your tenancy and take possession of your home by serving a Notice under Section 33D of the Immigration Act 2014.

About your tenancy

I. Your additional tenancy rights

1. Succession rights

- 1.1 If you die and you have a joint tenant who survives you, the tenancy will continue unchanged in their hands. This is not a succession but in law it is treated as one for the purposes of future succession rights;
- 1.2 If you are a sole tenant, your spouse has the right to succeed to the tenancy if all of the following conditions are met:
 - a) You are not a joint tenant who became the sole tenant when another joint tenant died;
 - b) You did not become the tenant of the property by succession;
 - c) You are not otherwise deemed to be a successor by legislation;
 - d) Your spouse was living at the property as his or her only or principal home, when you died.
- 1.3 In this section 'spouse' means a person who is:
 - a) Your husband or wife; or
 - b) Your civil partner; or
 - c) A person living with you as if you were husband and wife or as if you were civil partners.
- 1.4 If you die and your tenancy remains in the hands of your joint tenant (Section I – 1.1) or passes by succession (Section I - 1.2) and:
 - a) The property is larger than they reasonably require; or
 - b) The property was specially adapted or designed for you and they do not need that adaptation or design;We may seek possession of the property.
- 1.5 If we decide to seek possession of the property, we will offer suitable alternative accommodation which will be available when possession is given.

2. Taking in lodgers

- 2.1 You may take in a lodger or sub-let part of your home subject to the following conditions:
 - a) You must not sub-let or part with the whole of your home. If you do, you will cease to be an assured tenant;
 - b) You must continue to occupy your home as your only or principal home at all times;
 - c) You must get our written permission before taking in a lodger or subletting a part of your home. We may refuse permission or grant permission subject to conditions depending on the circumstances;
 - d) We will not consider granting permission unless your proposed lodger or subtenant has the right to rent a home in this country in accordance with the Immigration Act 2014. You must produce documentation proving this before we will consider your request;
 - e) You must notify us in writing when a lodger or sub-tenant starts living in your home and when they cease living in your home;
 - f) A lodger or sub-tenant may affect your entitlement to benefits. It is your responsibility to notify the relevant authority if you sub-let a part of your home or take in a lodger.

About your tenancy

3. Mutual exchange

- 3.1 You may apply to exchange your tenancy with another Vico Homes tenant, the tenant of another Private registered provider of social housing or the tenant of a Council, subject to the following provisions:
- a) The right granted is to exchange by way of a mutual assignment, subject to any statutory exceptions currently in force;
 - b) Your right to exchange is granted as if Section 92 of the Housing Act 1985 applied to your tenancy and, where appropriate, references to secure tenancies in that Act being interpreted as if they referred to Assured tenancies;
 - c) If the proposed exchange is with another Vico Homes tenant, they must also apply for, and be granted, permission before the exchange can take place;
 - d) If the proposed exchange is with a tenant who is not a Vico Homes tenant, they must also hold a tenancy which is eligible for exchange;
 - e) You may not exchange without first obtaining our express written consent;
 - f) You must apply for our consent to the proposed exchange in writing;
 - g) We may refuse to give our consent to the proposed exchange on any of the grounds set out in Schedule 3 to the Housing Act 1985;
 - h) We may place conditions on our consent to the proposed exchange in accordance with Section 92 of the Housing Act 1985.

4. The right to acquire

- 4.1 You may have the right to acquire (purchase) your home under the Housing and Regeneration Act 2008. For further information see our website.
- 4.2 This right does not apply if you live in an independent living scheme or other housing excluded from this right.

5. If you exercise the right to acquire then:

- a) You will not acquire the reserved rights and the FIT equipment; and
- b) We shall give you the option of either acquiring the reserved rights and the FIT equipment at the buyout price calculated by us based on the loss calculated with reference to any loss of FIT payments which would otherwise have been paid to us for the unexpired FIT period; or we shall transfer the property with a lease back to us with you for the unexpired FIT period retaining the FIT payments with such lease to exclude Section 24 to Section 28 of the Landlord and Tenant Act 1954.

About your tenancy

Definitions

'FIT' means Feed in Tariff being a fiscal incentive introduced by the Government in 2010 to encourage small scale low carbon generation but this shall only apply if Fit Equipment is present.

'Fit equipment' means any local carbon generator equipment including (but not limited to) any solar photovoltaic equipment which is eligible (as a matter of law) for feed-in tariff payments, together with:

- any invertors, meters, monitoring equipment, cabling and other associated media and works; and
- any addition or replacement that we, or a third party with our permission, may install.

'FIT payment' means:

- any benefits arising as a result of the FIT equipment being connected to the grid and any environmental or renewable benefits relating to the FIT equipment (including any monetary payments);
- any payments arising as a result of supplies of electricity and / or exports of electricity to the grid from the FIT equipment; and
- any revenue generated in relation to the energy efficiency equipment.

'FIT period' means a period of 25 years from the registration of the FIT equipment under FIT.

'Grid' means the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem.

'Service installations' means the installation for supplying water gas and electricity and for disposing of sanitation and rubbish but excluding the FIT equipment.



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other formats on request.



www.vicohomes.co.uk



This document is also available
electronically at www.vicohomes.co.uk



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occur in the future.

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