

SECURE TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made by and between:

[NAME OF HOUSING ASSOCIATION]
[address of Association]
(the "Association")

- and -

[NAME(S) OF TENANT(S)]
[IF MORE THAN ONE, THE NAMES OF ALL TENANTS MUST BE LISTED HERE]
(the "Tenant")

(In the case of Joint Tenants, the term "Tenant" shall apply to each of them. Each Tenant individually has the full responsibilities and rights set out in this Agreement.)

IN RESPECT OF the property located at _____ [insert full address of premises] (the "Premises").

The Tenancy commences on _____ [insert date] and is a secure tenancy, the terms of which are set out in this Agreement.

SECTION 1 - RENT

In this Agreement, the term "Rent" refers to the sum of the basic rent, rates and service charge(s) set out below or as varied from time to time, in accordance with this Agreement. Rent is to be paid _____ [weekly / monthly] and is due on the _____ day of each _____ [week / month].

The Association is registered with the Department for Social Development, Registration No. _____, and is subject to any guidance on housing management practice issued by the Department. This Tenancy is one to which the Tenants' Guarantee applies.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Rent Payments

The [weekly / monthly] Rent payments for the Premises at the date of this Agreement shall be:

Basic Rent:	£
Rates:	£
Services Charges:	£
TOTAL PAYABLE:	£

2. Service Charge

The Association shall provide the following services for the benefit of the Premises, for which the Tenant shall pay the service charge:

[List services]

The Association will endeavour to give at least four (4) weeks notice of an increase in the Service Charge, but is not required to do so.

3. Changes in Basic Rent

The Association may vary the basic rent payable for the Premises by giving the Tenant not less than four (4) weeks notice in writing of such change. The basic rent set out in paragraph 1 will not be varied prior to _____[insert date]. After this date, increases in basic rent will not take place more frequently than annually unless the Department for Social Development directs the Association.

4. Changes in Rates

If rates are collected with Rent, the Association will endeavour to give reasonable notice of any variation but is not required to do so.

SECTION 2 - REPAIR OBLIGATIONS

5. Repairs for Which Association is Responsible

Subject to paragraphs 6 and 7, the Association shall:

- (a) keep in good repair the structure and exterior of the Premises including:
 - (i) steps, walkways, walls, fences, gates and garden paths;
 - (ii) exterior walls and wall decoration, ironwork, woodwork, roofs, chimneys, valleys, chimney stacks and flues;
 - (iii) gutters, external pipes, drains and sewers;
 - (iv) exterior and interior doors, door frames, hinges, locks, handles, saddles and letter boxes;
 - (v) windows, window frames, sashes, catches, sash cords and sills;
 - (vi) plasterwork;
 - (vii) interior walls, ceilings, floors, floor coverings, wall tiles, staircases and skirting boards;
 - (viii) decoration of exterior walls, ironwork, and woodwork, to be carried out approximately every five (5) years;
- (b) keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas, oil and electricity, including:
 - (i) basins, sinks, baths, showers, toilets, flushing systems and waste pipes;
 - (ii) electrical installation including wiring, sockets, switches, ceiling roses, lamp holders, electrical appliances, fires, heaters and door entry, emergency call and fire alarm systems;
 - (iii) water heaters, hot water cylinders, water storage tanks, boilers, fireplaces, central heating installations, coal bunkers, oil and gas tanks;
- (c) abide by the policy below for the following items:
 - (i) where refuse bins are required at the Premises, the Association will ensure only that there is an appropriate bin in working order at the start of the Tenancy and accepts no responsibility thereafter;
 - (ii) where a rotary clothes dryer is required at the Premises, the Association will only ensure that there is an appropriate rotary dryer at the start of the Tenancy and accepts no responsibility thereafter;
- (d) take reasonable care to keep common parts such as paths, entrances, halls, stairways, lifts, passageways, bins and bin areas, car parks, gardens, laundries and common rooms in reasonable repair and fit for use by the Tenant, other occupiers and visitors to the Premises. Redecoration will normally be carried out at intervals of approximately five (5) years.