



SUPPORTED LIVING TENANCY AGREEMENT

Contract

The property is part of a project to provide supported housing for people with a specific support need. The tenancy has been granted on the understanding the tenant requires and accepts the support, counselling and where appropriate personal care as set out in the

tenant's support package agreed from time to time with the tenant and the local authority commissioning team in accordance with the tenant's needs. The tenant has the right to choose their own support provider in agreement with the Local Authority Commissioning Team.

Tenant Name	
Tenant ID	
Landlord	Northbright Care Supported Living 324 Burgess Road Swaythling, Southampton SO14 5QH
Tenancy Start Date	

Property:

which comprises exclusive use of a bedroom and shared use of other common areas

1. The Agreement for a tenancy will start on the START DATE.
2. The rent payable for the PROPERTY is calculated below:
PLUS Service charge items (delete if not applicable)
3. Your rent must be paid in advance by Monday each week.
4. The tenancy created by this Agreement is an Assured Tenancy.
5. The terms of this tenancy are set out in this Agreement.

PROPERTY COSTS (Weekly)	
Rent	£214,00
Gas	£10,00

Electricity	£10,00
TV License	£6,00
Broadband	£10,00
Depreciation	-
SUBTOTAL	£250,00

Signatures

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

Tenant (Sig) and date	
For the Landlord (Sig) and date	

1. Rent

This section of the agreement sets out your obligations to Northbright Care Supported Living with respect to the rent payments you need to make. It also deals with the increases in your rent.

General Provisions

1. **You must pay your rent as set out in this agreement.**
2. You must pay the rent without deduction, a week in advance, every Monday.
3. You will pay to us, as rent, any overpayment of payments made on your behalf (including any benefit) which are subsequently

recovered from us by the local authority (or any other authority) in relation either to this tenancy or to a previous tenancy held by you.

4. If you want to pay using a method other than monthly direct debit, please contact us. If you have any difficulty paying you should contact Northbright Care Supported Living immediately.
5. If you do not pay the rent Northbright Care Supported Living may apply to the Court for an order for possession which may result in, you are being evicted from your room.
6. The amount you pay depends on the services in your room and on its size, type and location.

Service Charges

1. Some tenants pay extra for services in addition to their rent. If you are one of these tenants, this will be shown on page one of this Agreement.
2. You must pay for your services at the same time as you pay your rent. If services are provided with your room, you will pay (as rent) service charge without deduction, a week in advance, every Monday.
3. If there is to be a change in the amount payable for service charges, then Northbright Care Supported Living will let you know in writing at least four weeks before any charge takes place. Changes are normally undertaken at the same time as rents are changed but can occur at any time.

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

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

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

Changes to the Rent

Increases

1. We may increase the rent in accordance with Sections 13 & 14 of the Housing Act 1988 by giving you not less than one calendar month's notice in writing of the increase.
The notice will specify the new rent payable.
2. The rent payable can be increased with effect from the first Monday of April each year (this is called the 'Rent Variation Date'). For the avoidance of doubt, the rent can be increased during the first 12 months of the tenancy.
We can change the Rent Variation Date by giving you four weeks' notice in writing.
3. Subject to Clause 1.12 the rent shall not be increased more than once within 52 weeks of the last increase.
4. The revised rent shall be the amount specified in the notice of increase unless EITHER of the parties agree to an alternative figure OR you exercise your right to refer the notice to a Rent
5. 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.
6. The "Rent Assessment Committee" is an independent panel of people who decide on the rent payable.

Rent increases for improvements

If we carry out any improvement works to the Premises, we may increase the rent for the period from completion of such improvements up to the first Monday in the following April, which will be included in your rent increase. We will advise you of the amount of rent increase (if any) which will be due from you when the improvements are completed before carrying out any such optional improvements. This increase is in addition to the increase due under the Rental Increase Clause 1.11.

Arrears and Advance Payments

- i. If at any time when this tenancy agreement is granted you have made any advance payments, or you are in arrears of rent in respect of the Property then Northbright Care Supported Living will:
 - a. Credit the amount of any advance payment to your Rent Account, or

- b. Debit the amount of arrears to your Rent Account.
- ii. If you vacate the Property to become a Northbright Care Supported Living tenant in another property:
 - a) Northbright Care Supported Living shall be entitled to use all payments subsequently made by you to settle any outstanding debt due from you to Northbright Care Supported Living in respect of the Property or your occupation of it, or
 - b) Northbright Care Supported Living shall be entitled to credit your rent account in respect of the new tenancy with any sums due to you from Northbright Care Supported Living in respect of this tenancy.
- iii. It is the responsibility of the tenant to pay rent and to resolve any claims for benefit with the relevant government department.

Maintenance and Room Improvements

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

Tenant's Rights

1. You have the right to have repairs completed in a reasonable timescale.
2. In some cases, you have a legal "Right to Repair" – you may be able to get some compensation if certain repairs are not done on time under section 96 of the Housing Act 1985 (as amended) and the Regulations made thereafter applied to the tenancy. Please ask us for more information.
3. You have the right to make your own improvements such as installing alternative forms of heating. Before you do this, you must get Northbright Care Supported Living agreement in writing.

Landlord's Duties

Northbright Care Supported Living agrees to:

- i. Repair and maintain any common parts including shared kitchens, lounges, bathrooms, conservatories, utility rooms, stairs, landings, entrance halls, lighting, passageways, electrics & fire equipment installed to ensure it is fit for use by you and other occupiers and visitors to the property.
- ii. Complete repairs in a timely manner dependant on the urgency of the repair.
- iii. Where access to your room is required, endeavour to make prior arrangements with you if it is necessary to inspect or repair your room internally. This may not be possible in the case of an emergency.
- iv. Northbright Care Supported Living have a legal right to take possession of your room to carry out major repairs/complete redevelopment/demolition/ health and safety related repairs and inspections, including those affecting neighbouring properties.
- v. If Northbright Care Supported Living need to take legal possession as stated in landlord's rights, alternative temporary or permanent accommodation will be sought to meet customers' needs.

Tenant's Duties

- i. You must report to us any faults, damage or structural defects as soon as you become aware of them.
- ii. You must allow Northbright Care Supported Living representatives access into your room to inspect and carry out repairs, improvements or to check that you have not damaged the property. Usually you will receive prior notification of this.
- iii. In emergency situations you **MUST** allow access immediately to your room. If you do not let us in you could be putting yourselves, any other tenant living in the property and your neighbours at risk. In such circumstances we (or our agents) may have to force entry into your room, which could leave you liable for the cost of repair. Never let anyone in without seeing official identification. (If you are in doubt contact Northbright Care Supported Living staff.
- iv. You must not decorate the outside walls of your room without prior written consent from Northbright Care Supported Living.
- v. If you make an improvement or alterations to your room without our written agreement, we may tell you to return the Property to how it was before. If you don't, Northbright Care Supported Living will do the work and recharge you for it.
- vi. You must not store personal items in communal areas which may cause a health and safety hazard.

3. Community Responsibilities

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

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

Tenant's Responsibilities

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

1. You must not behave (or threaten to behave or encourage anyone else to do so) in a violent, menacing, threatening or abusive manner:
 - In the room or in its locality towards staff and any person who is lawfully in or in the locality of the room, including neighbours, other members housemates and our staff, agents and contractors
 - In our offices, and their locality towards any person who is lawfully in or in the locality of our offices, including your neighbours and our staff, agents and contractors
 - In any other place towards our staff, agents and contractors.
2. You must not inflict violence on or threaten violence against anyone living with you as part your household or any other tenant living in the property.
3. You must not damage or threaten to damage any property belonging to us, any other tenant living in the property, your neighbours, our staff, agents and contractors or any other person who is lawfully in or in the locality of your room.
4. You will not behave in a way that causes or is likely to cause nuisance, annoyance, alarm or distress to staff, your neighbours, or any other person who is lawfully in or in the locality of your room (including our staff, agents and contractors). Examples of behaviour that will or is likely to cause nuisance or annoyance include but is not limited to:
 - Loud music, radios and television
 - Shouting, arguing, offensive language and slamming doors
 - The use of noisy machinery
 - Offensive drunkenness

- Prostitution
 - Selling drugs, drug or alcohol abuse
 - Dumping rubbish
 - Obstructing shared areas
 - Dismantling or repairing motor vehicles
 - Driving, riding or using vehicles
 - Throwing anything out of a window of your room
 - Displaying graffiti, offensive or obscene messages or posters
 - Playing ball games near other people's rooms or where ball games are not permitted.
- i. You must make sure that any noise from your room does not annoy or disturb any other tenant living in the property or your neighbours. You must not use a television, radio, record or CD or tape player, musical instrument or other equipment, so that it can be heard outside your room.
 - ii. You are responsible for your own behaviour and the behaviour of visitors to the room

iii. We operate a no smoking policy

Racial and other harassment

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

You are responsible for your own behaviour and the behaviour of your visitors or anyone visiting you.

Drugs

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

1. Cultivate and/or prepare any of these drugs
2. Supply any of these drugs to another person
3. Offer to supply any of these drugs to another

Violence and abuse within the room

- i. You must not assault, threaten or harass any person living with you as part of your household or any other tenant living in the property or physically, sexually, emotionally, financially or discriminatorily abuse them, such as that person can no longer live peacefully in the property.
- ii. Your visitors to the Property, when using the communal entrances must do so quietly and without disturbance or annoyance to other tenants and residents in the neighbourhood.
- iii. Any electrical equipment plugged into communal areas must be PAT tested (portable appliance tested).

General Responsibilities

- i. Your visitors to the Property must not damage, deface or put graffiti on the Property or anywhere in the neighbourhood. You may have to pay for any repair, replacement or cleaning needed as a result.
- ii. You must not keep or use any dangerous, inflammable or explosive materials in your room or communal areas, other than normal household materials. Northbright Care Supported Living does not permit the use of bottled gas heaters, as in some cases they can be dangerous and can cause excessive condensation.
- iii. You must not display any material which may be visible from outside the Property and may cause offence.
- iv. You must not erect any external satellite dish, antennae, aerial or other device for the reception or transmission of television, radio, telecommunications or similar service on the outside of the Property, without first obtaining Northbright Care Supported Living's agreement in writing. We may require confirmation from you if planning permission and/or building regulations' approval is required for the erections that you propose.

The Landlord's Responsibilities

- i. Northbright Care Supported Living will give you help and advice if you report nuisance, harassment, anti- social behaviour or safeguarding.
- ii. Northbright Care Supported Living will investigate all reports of anti-social behaviour and safeguarding and agree what action to take.

- iii. Northbright Care Supported Living will not tolerate anti- social behaviour and will encourage a culture of respect.
- iv. Northbright Care Supported Living will do all we can to quickly and firmly target those who harass, abuse or intimidate others.
- v. Northbright Care Supported Living will offer support to the victims and witnesses of anti-social behaviour.
- vi. We will give you help and advice on any aspect of your tenancy agreement.

4. Tenant Involvement

Landlord's Responsibilities

- i. We will involve you or your tenants' group in the local housing issues.
- ii. We agree to give you the right to be consulted as if the provisions of Section 105 of the Housing Act 1985 applied to this tenancy.
- iii. We will get seek your views about any changes to the Tenancy Agreement (except for rent and service charges).
- iv. Northbright Care Supported Living has a complaints procedure under which we will deal with your complaints quickly, efficiently and effectively. A copy of the complaint's procedure is available on request.

Tenant's Rights

Northbright Care Supported Living will comply with the provisions of the Data Protection Act 1998. We will allow you reasonable access to all personal information held about you (provided that this right does not apply to information provided to us in confidence by third parties) and allow you to correct or record your disagreement with the information held by us.

You have the right to a tenancy agreement. You also have the right to information on:

- Repairs obligations
- Housing allocations and transfers
- Equal opportunities
- How we set rents
- Our performance as an organisation.

Northbright Care Supported Living will provide and update as required a tenants' handbook.

5. Using the Property

This section sets out the rights you must occupy your room.

Tenant's Rights

Right to Occupy

1. You have the right to occupy the Property except:
 - i. Where access is required to inspect the condition of the Property or adjoining property provided that reasonable notice has been given by us that such access is required, except in the case of emergency, or
 - ii. Taking back possession by ending the Tenancy, or
 - iii. Where we need to make your room safe because we believe there is a need to do so.

Tenant's Responsibilities

- i. You must move into your room on your tenancy start date. If there will be a delay in you moving into your new room, you must discuss this matter with us.
- ii. You must use the Property as your main and principal room.
- iii. You must report any repairs or damages as soon as you are aware of them.
- iv. You must keep the Property in good condition and use the fixtures responsibly.
- v. You will be recharged for any damage or neglect caused by you or anyone living in or visiting your room.

Landlord's Responsibilities

We will give you possession of the Property at the start of the Tenancy. We will not interfere with your right to occupy the Property except where:

- i. Access is required subject to reasonable notice (except in the case of emergency), to inspect the condition of the Property or to carry out repairs or other works to the Property or adjoining Property, or
- ii. We have obtained a Court Order to exclude you from the Property, or
- iii. We request access during the last four weeks of the Tenancy, for example to show the Property to a prospective tenant. We will always ask your permission and give you notice of our proposed visit and make an appointment with you, or
- iv. To check on your or another tenant living in the property safety or welfare where there may be reasonable cause for concern.

- v. We will provide the services listed in this Agreement which are payable with the rent.
- vi. We will periodically review the cost of the services provided and increase or reduce the amount payable accordingly. In addition, there may be instances where the services provided are changed.
e.g. a new service provided, or an existing service no longer provided, in this case we will add to or remove the cost of these services payable. In all changes to the cost of services 28 days' notice will be given to the tenant.
- vii. There are some circumstances when Northbright Care Supported Living has a legal right to take possession of your room. This may happen if the Property has been adapted and the person requiring the adaptation no longer lives there. If this happens you will be offered another suitable room (See section 11 ground 9).

How Northbright Care Supported Living Can End Your Tenancy

Grounds for Possession

Where the tenancy has devolved under your Will or on your intestacy:

a) We may bring proceedings for the recovery of possession of the Property under:

- i. In accordance with the provision, acceptance by us of rent after your death shall not be regarded as creating a new periodic tenancy unless we agree in writing to a change in the amount of the rent, the period of the tenancy or the Property which is let or any other term of tenancy.
- ii. Suitable alternative accommodation is available for you or will be available for you when the Order of Possession takes effect. We will only seek to recover possession of the Property on this Ground; if in addition we can show:
- iii. That we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish the Property and/or the building of which the Property form part or an adjoining or adjacent building cannot reasonably do so without obtaining possession
- iv. The accommodation or services offered at the property or a third party do not properly match your needs and suitable accommodation is available for you.
- v. You have not paid the rent which is due

- vi. You have broken, or failed to perform, any one or more of the conditions of this Tenancy.
- vii. You have caused the condition of the Property stairs, lifts, gardens or any other part of the building which you are entitled under this Tenancy to use in common with others to deteriorate; and in the case of an act of waste by or the neglect or default of a person lodging with you or subtenant of yours, you have not taken such steps as you ought reasonably to have taken for the removal of the lodger or sub-tenant.
- viii. You or anyone living in or visiting the Property have been found guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality, or you have been convicted of using the Property or allowing it to be used for immoral or illegal purposes or convicted of an indictable offence which has been carried out at or in the locality of the Property.
- ix. The Property was occupied by you and your partner and your partner has left because of violence or threats of violence made by you to him/her (or a member of their family living in the Property before they left) and the Court is satisfied they are unlikely to return.
- x. You have ill-treated any furniture provided under this Tenancy causing it to deteriorate; and in the case of ill treatment by a lodger or sub-tenant you have not taken such steps as your ought reasonably to have taken for the removal of the lodger or sub-tenant.
- xi. The property was let to you by consequence of your employment with us and you have ceased in that employment.
For the avoidance of doubt we hereby reserve the right to use any of the grounds of schedule 2 of the Housing Act 1988 to obtain possession of the property.

General Provisions

Tenant's Rights

- i. Insurance
We will insure the Property for such sum and against such risks as we (acting reasonably) believe appropriate. You are responsible for insuring your furniture and personal possessions including for damage or loss caused by leaks, floods or fire.
- ii. Giving our consent
Where this tenancy agreement states that our consent is required, we

will not unreasonably refuse to give it. In some circumstances our consent may be given subject to reasonable conditions.

a. Remedies and Costs

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

- a) any possession proceedings under the grounds set in the Agreement
- b) the use of other forms of court proceedings for breach of the obligations under this Agreement. In addition, we shall seek to recover any legal and administrative costs incurred by us in the use of the remedies available to us from you.

- iii. Any references to statutory provisions in this agreement are also to those provisions as subsequently amended, varied, replaced or re-enacted.
- iv. If part of this agreement is held to be invalid for any reason, the remainder of this agreement will remain in force.
- v. Any person or body that is not a party to this agreement cannot enforce any term of this agreement under the Contract (Rights of Third Parties) Act 1999.

Data Protection Act 1998

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

1. On signing the tenancy agreement, you agree that we can release personal information where there is a legal obligation to do so, including the disclosure of any relevant personal information to third parties. This will include but is not limited to:
2. Utility companies, as there is a legitimate interest to make sure that service charges are passed on to those responsible for their collection, and to enable a utility provider to contact a former tenant regarding continuing social support.

3. Rental payments, where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery.
4. Repairs and maintenance, at our discretion, we may provide tenant's contact details to the agents, contractors or repairers.
5. A copy of our Data Protection Policy is available on request.