

Assured Tenancy – Agreed Varied Terms and Conditions

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1. About the Varied Terms and Conditions

This Agreement varies your existing tenancy agreement. It is not a new tenancy agreement and is not intended to operate as a surrender of your existing tenancy or to create a new tenancy. Your existing rent and other charges remain as they currently are at the date you sign this Agreement and you will remain responsible for any existing breaches of tenancy such as non-payment of rent.

From the date of signing of this Agreement, the terms and conditions set out in this Agreement will replace the terms and conditions in your existing tenancy agreement and you will be bound by these new terms and conditions.

Since this Agreement affects your tenancy conditions you should sign it only if you want to be bound by it. If you are not sure about this, get legal advice from a solicitor, a Citizens Advice or a Law Centre.

This Agreement is a legally binding contract between you and us. If you need any clarification on this Agreement please do not hesitate to contact bpha or seek advice from a Citizens Advice, or Law Centre.

The responsibilities under this Agreement apply to you. It is your responsibility to ensure all other members of your household including your family, your friends and any other visitors to your home including children abide by the terms of this Agreement when at the property.

This Agreement follows guidance for all registered providers of social Housing. Where this Agreement refers to Acts of Parliament such as the Housing Act 1988 those references include any changes or modifications made to those Acts both now and in the future.

With the exception of any changes in rent or service charges, or as a result of government legislation, the agreement may only be changed by:

- (1) Agreement between bpha and you; or
- (2) Providing you with written details of the proposed changes and a statement explaining their effect. We will ask for your comments and give you a reasonable time to reply, usually 28 days. We will then issue a written 'Notice of Variation' stating the new wording and giving you 28 days' notice before the changes take effect.

We will make no variation using procedure (2) if it would disadvantage you. For example, we will not make any changes which would:

- Reduce your security of tenure under this agreement.
- Reduce our responsibilities to keep your home in good repair.
- Reduce your right to be consulted about any changes to the housing management service that are likely to have a significant effect on you.

We will comply with the 1998 Data Protection Act as amended from time to time. All requests for information from your file must be made in writing. If the information you have asked for exists we will send you a copy in line with data protection guidance. We are unable to show you information about you that has been supplied by a third party without the other party's permission. We will

allow you to access the personal information we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you a fee for providing copies of the information.

bpha is responsible for the collecting, processing, storing and safe-keeping personal and other information as part of providing a service and carrying out our regular business activities. We manage personal information in accordance with the Data Protection Act 1998 and are registered as a Data Controller with the Information Commissioner's Office (registration number Z8574989).

bpha take your privacy rights and the security of your information very seriously. bpha will manage data in accordance with the bpha fair processing notice.

By signing this tenancy agreement you agree that we can disclose personal information we hold about you to third parties, if it is reasonable for us to do so, in the course of our business as a provider of social housing. Examples of third parties we may need to make disclosure to are; other landlords, the police, public agencies, and utility companies. We will not disclose sensitive personal information (e.g. medical records), except with your explicit consent or if otherwise authorised under the Data Protection Act.

2. bpha's Responsibilities

- a) We will make sure the structure and exterior of your home are kept repaired.
- b) We will keep in repair and working order any installations provided by us for heating, hot water, sanitation and for the supply of water gas and electricity.
- c) We will maintain and make repairs to shared entrances, halls, stairways, lifts, passageways and other communal areas.
- d) We will insure the structure but not the contents of your home. bpha strongly advise you to insure the contents of your home.
- e) We have a duty set out by legislation to inspect and repair certain gas and electricity equipment periodically.
- f) In providing a housing service, we will comply with the regulatory framework and guidance issued by the Social Housing Regulator but the framework and guidance do not form part of this Agreement.
- g) We will provide you with information about how to gain access to our services when you need to.
- h) We will provide you with the services listed in the schedule to this Agreement for which you will pay a service charge.
- i) Where we are unable to assist you with a particular query, we will direct you to agencies and organisations that are better placed to help answer your question.
- j) We will endeavour to ensure that all management companies acting for us carry out the necessary works in line with bpha contracts and policies.

3. Your Rights

Right to Occupy

This tenancy gives you the right to live in the property and to have access to any shared areas at all times. We will not interfere with this right as long as:

- You occupy the property as the main place you live.
- You, your family, friends and relatives keep to the terms of this Agreement.

We will only interfere with your right to peacefully occupy your home when:

- We have to gain access to inspect the condition of the property or any appliances.
- We need to carry out repairs or other works to the property or adjoining property; reasonable prior notice having been given.
- We need to gain access in an emergency.
- We have been to court and obtained an order to end the tenancy.
- The tenancy has otherwise ended.
- You or anyone else living with you has given false information to get the tenancy – obtaining a tenancy by deception is fraud.

Right of Succession

Under the 1988 Housing Act (as amended) when you die if you do not have a joint tenancy, your tenancy will pass to your spouse, partner (including same sex partner) or civil partner if your home was also their only or main home at the time you died and that they can prove they were living there with you. This is known as a statutory succession. Statutory succession rights will always reflect the most current legislation.

Successions to household members other than spouse, partner (including same sex partner) or civil partner will be granted in accordance with our tenancy policy which may change from time to time. You can obtain a copy of the policy on request.

If you succeeded to this tenancy it will not be passed to anyone else.

Rights of Consultation

We will consult you about any changes in the management of your property which may have a significant effect on you, for example if bpha were to merge with another housing association.

Right to Information

You have the right to information on our housing management policies and procedures including allocations, transfers, mutual exchanges and anti -social behaviour.

Right to Exchange

You have the right to exchange this tenancy by assignment or by surrender and re-grant with another tenant of a registered provider of social housing subject to obtaining our prior written permission which will not be withheld unreasonably. The other tenant must also have the written permission of his or her landlord to an exchange and must be either an assured tenant with the same right to exchange as provided here, or a secure tenant. You may also have the right under the Localism Act 2011 to exchange your home with a fixed term tenant of another registered provider by way of surrender of their existing tenancy and the grant of a new tenancy. You will have to satisfy the statutory requirements of the Localism Act 2011.

Right to Acquire

You may have the right to acquire your home. This means that you may be able to buy your home with the help of a grant to reduce the full cost. A member of staff can tell you if you have this right.

Preserved Rights

If you were a tenant with Bedford Borough Council and have remained our tenant since your home was transferred to us, and you qualified for the extra rights given to tenants at the time of the transfer, you will still have these rights. If you were not a tenant of Bedford Borough Council, or you have had a gap in your tenancy, you will not have the rights mentioned directly below.

We agree that the Protected Right to Buy (PRTB) legislation will apply to:

- Your husband, wife or partner who succeeds to this tenancy under section 17 of the Housing Act 1988 (as may be amended from time to time); or

- A person who has been granted this tenancy after meeting the conditions to succeed. This person will be a qualifying successor for the purposes of the PRTB legislation.

4. Starting Your Tenancy

Your Rent Payments

bpha will agree with you whether your rent is paid weekly or monthly and your rent must be paid in the form agreed*. You must pay by direct debit unless bpha has agreed an alternative method of payment with you. Other charges may include service charges. All charges and the total amount of rent to be paid will be specified at the start of your tenancy.

*We reserve the right to change your rental period from weekly to monthly in the future. If we do we will give you reasonable notice.

You must pay your rent without deduction or set-off (this means you cannot offset debt or damages that are owed, against the rent, so as to reduce it, e.g. claiming disrepair and refusing to pay the whole rent).

It is your responsibility to ensure your rent is paid. If you do not pay your rent you will lose your home. The bpha website holds further information on claiming benefits and the type of benefits you may be eligible for.

If you are or become an employee of bpha your rent will be deducted from your pay each month if in arrears.

If at the end of your previous tenancy you owe bpha any money you must show how you are going to repay this before entering into your new tenancy. You may be asked to sign a schedule setting out the amounts you owe us and how you will pay this off. This schedule will form part of this Agreement and if you fail to keep up with the payments it will be a breach of the Agreement.

If there are any outstanding debts at the end of your tenancy you must pay us any rent and other charges or costs owed.

More information about this is available at www.bpha.org.uk or you can call us for advice.

If your circumstances change, altering your entitlement to your benefit, you must inform the benefit authority and us at once.

Service Charges

Where we provide services to your home these are shown in the service charge schedule which is attached to this agreement. The service charge is a fixed service charge which means it is payable as part of your total rent charge. Service charges may include but are not limited to grounds maintenance, fire safety, lift maintenance and cleaning communal areas.

We can increase, add to, remove, reduce or vary the services provided or introduce new services at any time during your tenancy. We will consult with residents where we are proposing a significant change to the services provided.

Changes to Your Rent

The rent you will pay will be set in accordance with our rent policy and any guidance on social housing rents from the government or from our regulator. We can change the rent by giving one month's notice in writing or by written agreement with you. If your rent is charged weekly, we will review the rent payable on or after the first Monday in April following the start of this tenancy. If your rent is charged monthly the review will take effect on or after the 1st April following the start of this tenancy. The rent review notice will specify the new net rent payable and after the first rent review the net rent will be varied no more than once every 52 weeks.

Provided that the specific obligation in the above paragraph will (1) not bind any mortgagee of ours or any receiver appointed pursuant to the Law of Property Act of 1925 or otherwise by a party who has provided loan facilities to us and (2) will cease to apply to this property if it is transferred or leased by any third party.

Section 13 of the Housing Act 1988 does not apply to this rent review clause and you do not have the right to refer any notice of increase to the First-Tier Tribunal (Property Chamber). However, we agree not to set your rent higher than would be fixed by the First-Tier Tribunal (Property Chamber) if you had the right to apply to the tribunal.

Joint Tenancies

If you are a joint tenant you are jointly and separately responsible for paying the rent and other charges due. This means that we can ask either of you to pay the full amount due and any arrears irrespective of whether you live in the property or not and are still a joint tenant. If you become a sole tenant you will be responsible even after the other tenant has left the home. If you are a joint tenant and one of you dies the tenancy will automatically pass to the remaining joint tenant who will become a sole tenancy through what is called 'survivorship'. This counts as a succession.

For more information please refer to our website.

Support

If you receive support services, these will be set out in a separate support contract between you and bpha or the support provider together with details of any charges payable. Because the provision of support is fundamental to this tenancy, we will treat it as a breach of tenancy if you withdraw from or breach the support contract and in the event of such withdrawal or breach we may take steps to end this tenancy.

Council Tax

As the householder you are responsible for the payment of council tax and registering with the local authority. If you do not do this, we reserve the right to notify the local authority. This payment is your responsibility whether you are residing at the property or not.

Utilities

Unless the charges are included in your rent, you are responsible for registering with all relevant utility companies (gas, water, electricity, etc.) and other agencies that may provide you services to or in respect of the property, and to pay all utility charges and any other charges that are due in relation to the property. If you are not residing at the property you are still responsible for the payments. bpha reserves the right to notify utility companies and other agencies that you are the tenant if you have not done so and to notify them if you move out.

5. Your Home – Your Responsibilities

Your home must be used as your only or principal home. You cannot live anywhere else during the lifetime of your tenancy.

Insurance

We insure the structure of your home and any shared areas. You are responsible for insuring the contents of your home.

Occupants and Overcrowding

If the people living in your property change as a result of people joining or leaving your household you must notify bpha giving details of the new occupants or who has left. You must not allow the property to become overcrowded as defined in part 10 of the Housing Act 1985.

If you live in sheltered or extra care housing you must obtain prior written permission from bpha for anyone between the ages of 16 to 55 years of age who wishes to reside with you. Children under the age of 16 are not permitted to live with you. bpha reserves the right to refuse or withdraw permission on reasonable grounds at any time.

Subletting and Lodgers

You may take in a lodger but you must get our written permission first to ensure you are not granting a sub-tenancy. In all cases, you must tell us the name, age and sex of the intended person and we must be satisfied that your home does not become overcrowded as a result.

We will not unreasonably withhold or delay permission and we will tell you why if we decide to refuse.

You may not sublet the whole or any part of your property and if you do we will serve you notice and begin possession proceedings against you.

Tenancy Absences and Fraud

Photographs may be taken of you at the time of signing your tenancy agreement and throughout the lifetime of your tenancy to prevent tenancy fraud. You agree to this as a term of this tenancy.

By signing this agreement you agree not to:

- Grant a sub-tenancy or part with possession of the whole of the property or any part of it.

- Assign/transfer your tenancy to anyone else unless agreed to by us under the Right to Exchange or where ordered by the court, e.g. in matrimonial proceedings. You must notify us of any court proceedings which may result in the tenancy being transferred.
- Carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, assigning the tenancy to someone else without our permission, abandoning the property and allowing others to occupy it, not telling us the truth about your circumstances which persuades us to grant you the tenancy and any other kind of fraud including housing-related benefit and council tax fraud.
- Provide short term lets in your property for financial gain. This tenancy is granted to you on your promise to us that in respect of any previous accommodation occupied by you, whether or not provided by us, you have not been involved in any form of tenancy fraud whether these acts have been proved or not.

If we find out that you have not made full disclosure of any relevant information prior to signing this Agreement, this will be treated as a breach of this Agreement and we may take steps to end the tenancy.

You must not leave the property for a single period of more than 28 days without informing us in advance in writing and providing details of who can provide access to the property during the period of absence should it be required by us. You must also tell us the reason for your absence and when you expect to return. If you do not inform us we may treat you as having abandoned the property and take action to repossess the property.

Anti-Social Behaviour, Nuisance and Domestic Abuse

Anti-social behaviour includes but is not limited to drug dealing, prostitution, using or threatening violence including domestic abuse, statutory noise nuisance, intimidating language. Further information can be found on the bpha website. We may take legal action to end your tenancy if you behave in an anti-social manner and/or are convicted of a crime or there is sufficient evidence of domestic abuse being perpetrated.

You are responsible for the actions of everyone living in or visiting your home. This includes your family, visitors, and visitors' children.

You, members of your household and anyone visiting you including children must not do any of the following (the list is not intended to be exhaustive):

- Behave in a way which causes or is likely to cause a nuisance or annoyance to anyone in the community or incite anyone to do so; this includes nuisance and annoyance via the use of social media.
- Use the property for illegal, immoral or criminal purposes including but not limited to cultivating, selling, supplying or using illegal drugs; prostitution; storing or distributing racist or pornographic material; storing or handling stolen goods; using the property as a haven for those committing crime or anti-social behaviour in the locality.
- Harass or threaten to harass or use violence in or around your home or in a case which can be linked to your home.

- Harass or threaten to harass or use or threaten violence including verbal threats or abuse to bpha employees, agents, contractors, board members or any member of their families.
- Assault, threaten, or harass any person living with you or to sexually or emotionally abuse them such that the person can no longer live peacefully in the property.
- Target and/or threaten any other tenant with the aim of using or enabling another person to use the property for criminal or personal gain.
- Store at the property any type of firearm or ammunition unless you have a relevant permit and you have notified us.

Gang-Related Anti-Social Behaviour

You or anyone living with you must not become a member of a gang or allow a member of a gang to visit the property. This means if you are a member of a group which acts so as to cause harm, with criminal intent your tenancy will be at risk.

Business Use

You must not run a business from your home without our permission. We will give our permission if you can show that the business:

- Will not cause a nuisance, annoyance or break the law.
- Meets any local planning requirements.

If we have evidence that you have broken these requirements or any others we impose as a condition of permission, we will withdraw permission by giving you 48 hours written notice.

You must not place or exhibit any notice, advertisement, sign, decorations or board on the outside of the property or on the inside of the property so that it is visible from the outside, without getting our permission beforehand and any relevant planning permission.

6. Maintaining Your Tenancy

Access

You must allow our employees, agents and contractors to enter your property to carry out repairs or inspection at all reasonable times of the day. At least 24 hours notice will usually be given unless it is an emergency.

In an emergency where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case we will secure the property and repair any damage as a result of the forced entry.

If we have to force entry because of your neglect or misuse of the property, or your failure to report repairs, or you refuse entry on a prearranged visit or are not in, we may charge you the cost and this will be payable by you as a recharge. If we have to apply to court to enforce the right of entry we may also ask the court for an order for the costs of legal action to be paid by you.

Periodic Servicing

You must allow access for our staff, agents or contractors to carry out periodic servicing of appliances owned by us, including gas and electrical appliances, in line with our policy. We will give you at least 24 hours' notice unless it is an emergency, in which case we may force entry to prevent damage to the property or injury to persons. By accepting this tenancy you are accepting that we have the right to do this.

You will be expected to pay for any reasonable expenditure we incur as a result of any failure by you to provide access.

Damage

You must not damage your home, the shared areas of the building, or any part of the estate, whether on purpose or by neglect or carelessness, or allow anyone that lives in or visits your home to do so.

Reporting Repairs

You must tell us at the earliest possible time about any repair that is our responsibility. Prompt action may prevent further damage. If you do not, we may charge you the cost of any extra damage caused as a result of your delay.

We will only carry out a repair as a result of damage, misuse or neglect by you, your household, family or visitors (including children) where there is a health and safety hazard and we will recharge to you the cost of the work.

Major Repairs

Where we consider that we cannot reasonably carry out necessary works to the property (whether repairs or improvements) with you and your household remaining in the property, we may require you to move to temporary accommodation for as long as it takes to carry out the works. We will tell you when the works are completed, at which point you will be required to move back into the property. During this period you will either be responsible for the rent, other charges and outgoings on your permanent home, or you will have to pay the rent, other charges and outgoings for the temporary home. We will tell you which applies before you move; you will not have to pay both unless you refuse to move back to your main home when we ask you to.

Internal Decoration and Minor Repairs

You are responsible for keeping the inside of your property in good condition and for carrying out minor repairs and replacements to your property as soon as possible. You must decorate the interior of your home as frequently as is necessary to keep it in good condition. Further details of what we expect you to do can be found on the bpha website.

Alterations

Permission must be sought if you wish to make any alterations, additions or improvements to your home. This includes installing a satellite dish, television or radio aerial. If you do so without written

permission from bpha you will be in breach of your tenancy and we may take legal action to remedy this breach including injunction proceedings requiring you to reinstate the property at your own cost.

Before or when we give permission there may be a set of conditions that you must follow. The conditions will ensure that your alteration works are carried out safely and to a good standard. You may have to put the property back to its original condition when you leave. Failure to comply with conditions will involve a charge to you if we have to employ contractors to make good the work.

You must never carry out any structural alterations or improvements to the structure of the property. You can find further information on the bpha website.

Adapted Properties

If adaptations have been made to your property, particularly extensive adaptations, and the person that required them no longer resides with you or needs them, bpha may ask you to move to suitable alternative accommodation. We will however assess each case on its merits.

Improvements and Fixtures

You are responsible for repairing and maintaining all improvements, alterations, additions and fixtures and fittings that you install in the property.

In some situations, we may compensate you for improvements at the end of your tenancy where you obtained our permission and complied with any requirements e.g. planning conditions.

Laminate and Wooden Flooring

In most cases bpha do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor cover. Therefore permission must be sought if you live in a house and you would like to have wooden or laminate flooring including laminate lino. You may also be required to follow a set of conditions if permission is granted. This may include a requirement to use acoustic underlay.

If you live in a flat you are not permitted to lay wooden or laminate flooring anywhere in the property. It is advised that where you are laying carpet the appropriate kind of acoustic underlay is used to prevent noise travelling to neighbouring flats and causing nuisance.

Tiling and ceramic flooring is not permitted in any bpha property.

Lofts

You are not permitted to enter your loft or to store goods in there. Only bpha employees, agents or contractors may enter the loft.

Gardens

You must keep your garden let to you as part of your tenancy tidy and maintained, including cutting grass regularly, pruning shrubs and trees and keep it free of rubbish. All hedges and trees must be maintained to a reasonable height and not obstruct any road, footpath or alleyway.

You must not remove or change any tree, fence or wall at the property without our express written permission. Fences provided by bpha must be maintained by you at your cost during the tenancy.

You must not plant any trees or hedging without our express written permission.

You are not permitted to install decking.

Permission must be sought if you would like a shed and/or greenhouse. Permission will be given in writing and the requirements specified must be adhered to. If permission is granted you will need to remove it at the end of your tenancy and reinstate the ground or you will be charged.

If your garden is untidy and/or overgrown we will give you an opportunity to clear this. If you do not take action as advised by us, we will seek an appropriate legal remedy such as an injunction to ensure the work is carried out and the garden maintained.

Vehicles and Parking

You, any members of your households or visitors to the property are expected to park considerately and adhere to the Highway Code and any conditions set out by bpha in respect of your neighbourhood.

If you, a member of or visitor to your household has abandoned a vehicle on bpha land we will give you notice to remove the vehicle. If the vehicle is not removed bpha will remove it and you will be responsible for all costs incurred. We will treat any vehicle as abandoned if it is on our land and is untaxed or not roadworthy.

Covenants

You will comply with any covenants that apply to your property of which you are made aware of at sign up or at a later date by a representative of bpha.

7. Health, Safety and Hygiene

Minimising the Risk of Fire

You, your family, friends and relatives, or anyone living with or visiting you (including children) must not:

- Remove any doors from the property. When the doors are closed, they reduce the risk of fire spreading throughout your home.
- Remove, interfere or tamper with any of the door fittings or smoke and heat alarms
- Prop open communal or fire safety doors.
- Block corridors, balconies or staircases with any items.
- Install any kind of fire including open fires and wood burners.
- Store any flammable materials such as gas, paraffin or oil in the property.
- Hoard materials which will pose any risk to you, other members of your household and/or your neighbours or damage the structure of the building.

- Install or use any oil or gas appliances in a flat unless connected to an outside flue and authorised by bpha with the required periodic checks of such appliances.
- Use any portable oil, paraffin or gas appliances in your home with the exception of oil filled radiators.
- Tamper or interfere with any power supply in or serving your property or connect to any power supply you are not entitled to use. This includes the communal power supplies. This will be treated as a criminal offence.
- Let anyone you do not know into the building of which your property forms part.

Balconies and Windows

Balconies must be kept clear at all time and no goods must be stored on them. Barbeques or similar cooking apparatus cannot be used on a balcony and all cigarette ends must be properly extinguished in a suitable container. Nothing must be thrown from any balcony or window.

Window locks and/or restrictors must not be removed where they are provided.

Shared Areas

This section only applies if your home is a flat or a maisonette with shared entrances, staircases, corridors or balconies. You, your family, friends and relatives, or anyone living with or visiting you (including children) must:

- Not leave anything in the communal areas or use communal areas to store anything and not obstruct common areas, balconies, staircases, lifts or lift entrances. You must not keep mopeds, motorbikes, bicycles, pushchairs or other items which might cause an obstruction in the common areas or allow any members of your household or visitors to do so.
- Keep all shared areas such as entrances, stairways, corridors, lifts and landings clean and free from obstructions. You should not leave any personal belongings or rubbish in these areas
- Keep washing and drying areas and any other shared areas clear of rubbish and obstacles.
- Not throw anything from any landing, balcony, corridor or window.
- Not smoke in any communal areas, as this is illegal.
- Not allow your pet to foul in any communal area.

Keeping the Property Clean

You, your family, friends and relatives, or anyone living with or visiting you (including children) must keep the property clean and tidy, including any balcony. If we have to do any work to bring the property back to a reasonable standard, such as removing rubbish or undertaking a heavy clean, we will charge you for this and may take legal action.

Disposal of Rubbish and Scrap Metal

You must put all refuse in appropriate bin bags and dispose of them in chutes, containers, communal bin areas used for this purpose or as per your local council's collection arrangements. This means not using your neighbour's bin and not disposing of rubbish away from the allocated bin storage areas or relevant containers; for example, on the floor of a bin store. For larger items contact your local council to make arrangements for the removal of items (for which there may be a charge).

You must not use the property's garden any communal gardens or any other external area to store scrap metal, vehicle parts including tyres, gas bottles or any other items.

If bpha has to clear any rubbish from your property including the garden you will be charged for this and we may take legal action.

Pets

If you live in a house with a garden you will be permitted a cat or a dog.

If you live in a flat or another home without a garden permission in writing must be sought to keep a pet. Permission may be granted in accordance with bpha's pet policy, which may change from time to time.

If permission is granted, terms will be provided and if these are not adhered to, permission will be withdrawn and legal action will be taken where necessary. The costs incurred by bpha in taking such action will be recharged to you.

8. Ending Your Tenancy

There are very clear guidelines on ending your tenancy and the charges you may be liable for if you do not end your tenancy and clear your property correctly. These can be found on the bpha website.

Moving On

If one joint tenant leaves the property and does not intend to return, you must ask bpha's permission to complete the process of ending the joint tenancy and obtaining a sole tenancy.

One joint tenant may end the whole joint tenancy by giving four weeks' notice in writing to bpha, or one month's notice in the case of monthly tenancies.

If you intend leaving your home permanently, you must do the following before moving out:

Give us at least four weeks' notice in writing to our address: bpha, Bedford Heights, Manton Lane, MK41 7BJ (or such other address that bpha notifies you of). It is essential that we receive written notice to confirm that you will be ending your tenancy. Your tenancy will end four weeks after the date the written notification has been received.

During the notice period, you must allow access to your property so it can be inspected to assess what work will need to be carried out to let the property to the next tenant. The bpha representative carrying out the inspection will also give an indication of any repairs that you will be responsible for. You must allow viewings of your property by prospective tenants accompanied by a bpha representative.

You must:

- Pay all rent and any other charges up to the date of the end of your tenancy.

- Leave the property in a clean and tidy condition, good decorative order and free of rubbish. If we have to clean, clear or redecorate the property, we will charge you for the cost of doing this
- Leave the garden and/or yard (if the property has one) in a tidy state and free from rubbish. If you do not, you will be charged for any costs we incur in cleaning, clearing and tidying it.
- Remove all of your furniture and personal belongings from the property (including any loft space) and from any sheds or garages you rent with the property.
- Remove all carpets, vinyl and laminate flooring you have installed.
- Remove all curtains, curtain rails and any fixtures and fittings you may have added.
- Make sure no one is left in the property.
- Leave behind anything belonging to us.
- Give us your new address.
- Ensure you have paid any outstanding council tax charges and all utility bills (gas, electricity, water, telephone, Sky etc.) due up until the end of the tenancy, or when you return the keys, whichever is later.

You must also give the relevant organisations your forwarding address. If you leave the property owing a debt to a utility company which supplied you during your tenancy, we reserve the right to give them your new address where we have it, without your permission, if you have not already done so.

If you return your keys during the notice of termination period of your tenancy bpha will not accept early surrender of the tenancy. In the event that keys are returned prior to the date of termination of the tenancy bpha may inspect the property during this period and bpha may undertake works to the property during the termination period. Where bpha have been given a forwarding address you will be notified of our intention to enter the property for these reasons during the termination period.

At the end of your tenancy, we may hold any money you have overpaid to bpha, or money paid to us on your behalf, to use to cover any outstanding rent or charges that you owe (for this or any other property), or other debts to bpha (e.g. sundry debts or repairs recharges). We will calculate and process any charges as quickly as we can after you have ended your tenancy so that we can advise you of any credits we owe you or debts you owe us.

Furniture/Belongings Left Behind at the End of the Tenancy

We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you do leave any belongings, we will dispose of them after taking reasonable steps to tell you, and then charge you for doing this. We may also consider selling the goods you have left behind to recover some of the costs you may have accrued.

If any other work is required that is your responsibility, including rubbish clearance, we will recharge you for the cost of employing a contractor to undertake this work.

9. Notices

Any notices (including notices in proceedings) that you want to send to us should be sent to:

bpha Limited, Bedford Heights, Manton Lane, Bedford, MK41 7BJ (or such other address that bpha notifies you of).

Any notices (including notices for proceedings) for you will be validly served if handed to you directly, left at your property, pinned to your front door or another visible place or posted to your property.

10. Grounds for Possession

We can end the tenancy by obtaining a court order for possession of the property on one of the grounds for possession laid down in legislation. The grounds are contained in Schedule 2 of the Housing Act 1988 as amended from time to time. We reserve the right to rely on new or amended grounds introduced by future legislation. You can obtain a copy of the current grounds for possession from us on request.

We will serve you with a Notice before we take any possession proceedings. The period of the Notice given to you will depend on the ground on which we are seeking possession. If the ground is contained in Ground 14 (anti-social behaviour) the Notice can take effect immediately but otherwise we will normally give you at least 2 weeks' written Notice.

If the tenancy ceases to be an assured tenancy we will end the tenancy by giving four weeks' or a month's notice to quit depending on the rental period.

11. Complaints

If you feel that bpha has not kept to the terms of this Agreement, or we are not maintaining our obligations, please contact us giving details of where our service has failed. Information about our complaints process can be found on our website. We take complaints very seriously and aim to resolve them at an early stage. If bpha fails to deal with the complaint, or, in your view, continues not to comply with this Agreement, you can obtain advice from a local Citizens Advice Bureau or law centre, or from a solicitor.

12. Other

bpha is subject to guidance on housing management practice issued by the Homes and Communities Agency and any successor body with the approval of the Secretary of State.

The property which is the subject of this tenancy is held by a charity which is an exempt charity under the Charities Act 2011.

I/we hereby agree to my/our tenancy agreement being varied as set out in these Varied Terms.

I/we understand that by signing these Varied Terms, I/we are/are agreeing to the above change being made to my/our tenancy agreement. I/we also understand that this Variation will not affect the obligation to pay the rent and any existing arrears of rent, nor will it affect any existing possession order (if any).

This Variation is not intended to effect a surrender of the existing tenancy and I/we understand that the existing tenancy will continue unchanged save for the Varied Terms set out above.

Signed.....

Date

Signed..... (Joint tenant)

Date