

Assured Tenancy Agreement

Between

Landlord: Spinners Yard Apartments Limited

and

Tenant: []

In relation to:

Address: []



Tenancy Agreement (build to rent)

This tenancy agreement is between:

Landlord name and address

Spinners Yard Apartments Limited of 1a The Mailbox, 1 Exchange Street, Stockport, England, SK3 0GA (**we us** or **our**).

The address above is the address which we must provide under section 48(1) Landlord and Tenant Act 1987 where you should send us notices, including notices of legal proceedings

Name of Tenant

and [] of []

and [] of []

and [] of []

the **tenant** or **you**).

(In the case of joint tenants, the term **tenant** or **you** applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.)

Guarantor

[]

Address

in respect of (your **home** and the **property**).

Your home **is/is not** furnished and comprises the fixtures and fittings in and on the premises, and all matters detailed in the inventory, which will be issued to you, at the latest, on the day you move into your home. It does not include any shared areas.

The tenancy

This agreement creates an assured periodic tenancy that starts on [] (the **tenancy start date**). From this date you are entitled to possession of the property. The tenancy will continue periodically until you, or we, end the tenancy in accordance with clause 3 of this agreement. The terms of the tenancy are set out in this agreement.

Payments

At the start of this tenancy, the monthly rent for your home (including any service costs noted as included in the list below, but excluding any charges for utilities which are due under a separate supply agreement) is: £[]

The following utilities and/or services are included as part of your rent:

- Broadband internet (not telephone);

and you will not need to make any additional payments to us (or anyone else) for the provision of these utilities and/or services.

Any utility or other bills not mentioned above are your responsibility to make your own arrangements for and to pay for directly to the relevant service provider or the local authority (as applicable) – please see clause 1 of this tenancy.

The monthly rent stated above must be paid on the first day of every calendar month during the tenancy. This is the first day of each monthly rental period to which the payments relate and each payment of rent will cover the month ahead.

If the tenancy start date is a day other than the first day of a calendar month, the portion of the total monthly payment due from you from the tenancy start date, up to and including the last day of that first month, will be a proportion of the monthly rent, calculated on an apportioned daily basis.

Deposit options (tick which apply)

Deposit

On or before the signing of this tenancy agreement, you must pay £[] to us, in cleared funds, to be held as a deposit, as security for the performance of your obligations under this agreement, including the payment of any amounts that you owe to us arising under or in connection with this tenancy, and which will be dealt with in accordance with the law and condition 1.77 of this tenancy agreement.

All tenants agree to nominate [] as the lead tenant for the purpose of managing the return of the deposit.

Day to day management (if applicable)

Your home is managed by Rise Homes Limited on our behalf. We will notify you in writing of any change to this managing agent arrangement. This does not alter our status as the landlord.

The manager can be contacted in a number of ways:

- 1 by email spinnersyard@risehomes.co.uk;
- 2 in person by appointment at the on-site management office;
- 3 by letter at Rise Homes Limited, 1a The Mailbox, Exchange Street, Stockport, SK3 0GA;
- 4 by telephone on: 0161 820 4401

Either we, or the manager will notify you in writing of any change to these contact details.

Where the terms of this tenancy agreement require you to notify us of any information, you should send the information to the manager. You should also contact them with all of your day to day queries and requests.

Where the tenancy agreement terms require us to notify you of information, this notification may either come from the manager on our behalf, or from us.

Permitted residents

The maximum number of people, including named tenants and permitted residents, allowed to live in your home is **1**.

The permitted residents of the property are:

| Name | Age | Relationship to tenant |
|-------|-------|------------------------|
| | | |
| | | |
| | | |

If the landlord or tenant ends this tenancy, please note that vacant possession is required at the tenancy end date. No permitted resident has a right to live at the property beyond this tenancy end.

No person other than the permitted residents listed above, is permitted to live at your home without our prior written consent.

TENANCY TERMS AND CONDITIONS

1 Payments and charges

1.1 Rent payments

1.1.1 The monthly rent at the date of this agreement is set out on page 2 of this agreement. If you are joint tenants, you are each responsible for all the rent and any overdue amounts. This means we can claim the full amount from all or any of you.

1.1.2 You agree to pay the monthly rent and any other charges on the first day of each calendar month for the month ahead, by direct debit or as otherwise agreed with us. The first payment must be made so as to be cleared funds on the tenancy start date. Thereafter payments must be made so as to be cleared funds on the first day of each calendar month.

1.1.3 It is your responsibility to ensure that the rent is paid on time and in full, taking account of potential clearing times and delays, and bank fees and charges. See condition 1.5.2 in relation to charges relating to late payments.

1.2 Services

1.2.1 We will provide the services (if any) set out at the tenancy particulars at the front of this tenancy agreement.

1.2.2 After consulting the affected tenants, we may increase, add to, remove, reduce or vary the services we provide or the charges we make for the services, or introduce new services. We may ask you to pay for any new services we provide.

1.3 Changes in rent

We may increase your rent, in accordance with requirements of sections 13 and 14 of the Housing Act 1988 by serving a notice in the prescribed form giving at least two months' notice of any increase.

1.4 Household expenses

1.4.1 You are responsible for paying all outgoings relating to your home, including (as applicable) charges for heating, hot water, water and sewerage charges, council tax, electricity, tv licence, telephone and other costs, apart from those stated to be included in your rent on page 2 of this agreement.

1.4.2 The property is connected to a communal heating network which supplies heating and hot water to the whole of the building that the property is located in. This means that you can only draw your supply of heating and hot water from this network and you must not make any arrangements for alternative sources of such supplies or utilities. You must not cause any damage to or tamper with any of the equipment forming part of this network (including the radiators in the property).

1.4.3 You must pay for your usage of heating and hot water, which will be in addition to the rent, by entering into a separate supply agreement with us or our appointed

metering and billing agent or the operator of the communal heating network (as the case may be and as we may direct).

- 1.4.4 A copy of the supply agreement has been provided to you at or around the same time as this tenancy agreement and it will be deemed to apply once you sign it or start using the heating and hot water (whichever happens first).
- 1.4.5 The supply agreement provides detailed information about how much the heating and hot water will cost (also known as the tariff), how your usage will be measured, as well as how and when you will need to pay for it.
- 1.4.6 The supply agreement also provides contact details for our team or our appointed property manager's team who are responsible for supplying the heating and hot water as well as details of their complaints handling procedure.
- 1.4.7 Immediately upon the start of this tenancy, you must arrange for relevant utility services (other than those provided by the communal heat network) as are available at your home, to be transferred into your name (and pay for any transfer or connection charge applicable). You must not arrange the transfer to a different supplier or disconnect or give notice for termination of the utility or service without our prior written consent (not to be unreasonably withheld or delayed).
- 1.4.8 Immediately upon the start of this tenancy, you must arrange for council tax to be transferred into your name.
- 1.4.9 You must not tamper, interfere with, alter or add to the water or electrical installations or meters in or serving your home, and neither should you allow a meter to be installed without our prior written consent.
- 1.4.10 You must notify the supplier(s) of utilities or services (whether or not metered, and whether the utilities are provided under a supply agreement or not) when this tenancy has ended, and pay all sums due to each utility and service provider, up to and including the last day of your tenancy, directly to them.

1.5 **Compensation and payments**

- 1.5.1 You agree to pay us compensation in order to protect us from losses arising as a consequence of your breach of any terms of this agreement, including (but not limited to) reasonable costs and expenses incurred:
 - (a) in the replacement of any lost key, fob and/or other access control device;
 - (b) in respect of any bank or other charges levied on us or our agent for example if any payment made by you is dishonoured.
 - (c) at the end of the tenancy, in repairing, decorating or cleaning the property or its contents so they are to the required standard as detailed in this agreement.
- 1.5.2 You agree to pay interest at the rate of 3% above the base lending rate of the Bank of England upon any monies due under this agreement which are more

than 14 days in arrears in respect of the date from when they became due, to the date of payment (both dates inclusive).

1.6 **Inventory**

A copy of the inventory of contents and description of the condition of the property will be provided when you move into your home. The principal copy will be retained by us. The check-out report will also be provided to you at the end of this tenancy and you may also opt to be present as the check-out inspection is undertaken. These documents will be used for the purposes of dealing with claims for damage made by us under this tenancy.

1.7 **Deposit**

This condition is only relevant where a deposit has been taken in relation to this tenancy

1.7.1 On or before the signing of this tenancy agreement, you will pay us a deposit of a sum equivalent to five weeks' rent. The deposit will be held as security for the performance of your responsibilities under this tenancy and to compensate us for any breach of those obligations. In particular, we may (but will not be obliged to) retain from the deposit any of the following sums:

- (a) Any damage or reasonable compensation for damage to your home, the fixtures and fittings or for missing items, subject to an apportionment or allowance for fair wear and tear, and the age and condition of each and any such item at the start of this tenancy, insured risks and repairs that are the responsibility of the landlord,
- (b) The reasonable costs reasonably incurred by us in rectifying, remedying or responding to any breach by you of your responsibilities under this tenancy (including those relating to the cleaning of your home and its fixtures and fittings),
- (c) The costs of any unpaid accounts for utilities, water charges, council tax or other utility bills, accounts or charges for which you are liable,
- (d) Any rent and other charges, or other money due or payable by you under this tenancy, of which we have given you notice, and which remain unpaid at the end of the tenancy, and/or
- (e) In the event that you remain in occupation of your home after the determination of the tenancy any sum owing in respect of mesne profits/damages for use and occupation.

1.7.2 If we apply the deposit or part of it, as authorised by conditions 1.7.1(a) to (e) above, you must, at our written request, pay us a further sum to restore the deposit to the original amount. In the event that the deposit is insufficient to pay your liabilities the remainder will remain due and payable by you to us on demand at the end of the tenancy.

1.7.3 It is understood that nothing shall excuse you from the obligations contained in this tenancy agreement to pay rent and other outgoings when they become due,

and you must not withhold or make any deductions from the payment of rent or other sums payable during the tenancy.

1.7.4 Tenancy deposit protection scheme

The deposit will be held in accordance with section 213 of the Housing Act 2004 (or any successor or replacement legislation) in an authorised deposit scheme. We will, in accordance with the appropriate legislation:

- (a) provide you with information explaining how the deposit is protected under the legislation, and
- (b) register the deposit with an authorised deposit scheme and provide other required information about scheme within the statutory time limit, and
- (c) provide proof to you of our compliance with the requirements of the authorised scheme within the statutory time limit.

1.7.5 Return of deposit

We will inform you within any statutory time limit if we intend to withhold all or part of the deposit as payment towards the matters set out in condition 1.7.1 above, and we will inform the custodial scheme administrator that the deposit is to be repaid in the sums agreed.

1.7.6 Good discharge

Where 'the tenant' comprises of more than one person, the deposit or balance of the deposit may be repaid to only one or any one individual of the joint tenants and this will be a good discharge for us, without any further liability in respect of the amount so paid.

1.7.7 Change of tenant

We will not be obliged to refund the deposit or any part of the deposit on any change in the person or persons who for the time being comprise 'the tenant'.

1.8 Guarantee provision

1.8.1 The guarantor guarantees to us, that you shall pay the rent and observe and perform the tenant covenants of this agreement and that if you fail to pay the rent or to observe or perform any of the tenant covenants, the guarantor shall pay or observe and perform them.

1.8.2 The guarantor covenants with us as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under condition 1.8.1 above, to indemnify us and keep us indemnified against any failure by you to pay the rent or any failure to observe or perform any of the tenant covenants of this agreement.

1.8.3 The liability of the guarantor under conditions 1.8.1 and 1.8.2 above shall continue until the tenancy comes to an end and you have been released from the tenant covenants of this agreement.

1.8.4 The liability of the guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by us to you;
- (b) any delay or forbearance by us in enforcing the payment of the rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;
- (c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rent or to observe or perform the tenant covenants of this agreement; or
- (d) you becoming incapable of managing your affairs.

2 Your right to live in your home

2.1 You agree to occupy your home as your only or principal home and not part with possession of it. We must allow you to move into your home at the start of your tenancy and must not interrupt or interfere with your right to peacefully live in your home for the duration of the tenancy (other than where access is needed in accordance with the terms of this agreement), so long as you keep to the terms and conditions of this agreement and respect the rights of other people in the neighbourhood.

2.2 You must not allow people other than the permitted occupiers (as set out at the front of this agreement) to live at your home. You are not permitted to take in lodgers, or to sublet the whole or any part of your home.

2.3 You may not assign (i.e. give or transfer) your tenancy unless you have our prior written consent or are required to do so by a court order. Neither must you use your home for Airbnb, B&B, or a holiday let, or let out any car parking space which is available at/with your home.

2.4 You are not entitled to (and will not become entitled to), any right of light or air or other right, which would affect the use or development of other property in the area.

2.5 You must tell us if you expect to be continuously away from your home for 14 days or more. At all times when your home is vacant, you must ensure that all external doors and windows are properly locked or are otherwise properly secured

3 Ending the tenancy

3.1 How we can end your assured tenancy

3.1.1 If we wish to end the tenancy, in most circumstances we must do this in accordance with the Housing Act 1988.

3.1.2 This means that, usually, we must first serve a possession notice in the format prescribed by the Government. The notice must include the ground(s) for

possession which we are relying on, and the date on which we may begin possession proceedings if you have not left the property. The minimum notice period before the date on which we may begin proceedings will depend on the ground(s) for possession included in the notice.

- 3.1.3 If you do not leave the property by the date stated in the notice, then to end the tenancy, we must usually obtain a possession order through the courts and then obtain execution of the order.
- 3.1.4 We have the right to recover possession of the property by lawful means if we are able to demonstrate to the court that any of the grounds listed in Schedule 2 of the Housing Act 1988 are satisfied.
- 3.1.5 In particular, we give you prior notice that we may use the following grounds:
- (a) where we have a superior lease with a fixed term of more than 21 years, we or the superior landlord may repossess the property under grounds 2ZB or 2ZD of Schedule 2 of Housing Act 1988 if the conditions for those grounds are met; and
 - (b) where the tenancy is of supported accommodation and the tenant has unreasonably refused to co-operate with the person providing support services with regard to those services under ground 18 of Schedule 2 to the Housing Act 1988 where conditions for that ground is met.
- 3.1.6 This clause does not affect your rights under the Protection from Eviction Act 1977.
- 3.1.7 As well as asking the court for a possession, we can ask the court for an injunction, which could include a power of arrest and an exclusion order. This is a legal order that gives us additional powers to make sure that you keep to the conditions of this tenancy. If the court grants us an injunction, we can have you arrested or prevent you from entering your home. We may also apply for an injunction against anyone who is involved in anti-social behaviour.

3.2 Cessation of tenure

If your tenancy stops being an assured tenancy (for example, if the dwelling is not your only or principal home), we can end it by giving you at least one month's notice in writing.

3.3 How you can end your tenancy

You can end your tenancy by giving us at least two calendar months' notice in writing. The date on which you wish the tenancy to end must be the last day of a rental period. If you do not give us two full calendar months' notice, you will still have to pay the rent due on your home for the full notice period. If you are a joint tenant, notice from one of the joint tenants will end the tenancy, even where the other joint tenant objects.

3.4 Moving out of your home

- 3.4.1 During the last month of your tenancy, we will show prospective residents around your home or pre inspect your home or arrange for photographs to be taken to

allow the property to be marketed to new prospective residents. All such visits will be at reasonable times and upon reasonable notice of at least 24 hours.

- 3.4.2 You must continue paying rent for the period until the tenancy ends or you return the keys, whichever is later.
- 3.4.3 At the end of the tenancy you must clean to a professional standard, or arrange and pay for the professional cleaning of your home and its contents as set out in the inventory (including any carpets, curtains or blinds).
- 3.4.4 You must give us vacant possession and return the keys of your home at the end of the tenancy, and remove all furniture, personal possessions and rubbish, and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). Where you do not, we may undertake cleaning and/or repairs or replace any damaged or missing items and claim our costs and expenses from you.
- 3.4.5 We do not accept any responsibility for anything you leave at your home at the end of the tenancy. At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home in breach of this agreement. We will remove and store them for a maximum of one month and will notify you at your last known address. If the items are not collected within one month you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal.
- 3.4.6 You must provide us with a forwarding address once the tenancy has come to an end.

4 Community responsibilities

The responsibilities in this part of the agreement refer to your behaviour as a tenant and the behaviour of anyone living at or visiting your home (including your children, pets, and/or any other visitors). You are responsible for all breaches of the conditions of your tenancy agreement, even if the breaches were not directly caused by you.

4.1 Nuisance and antisocial behaviour

- 4.1.1 You and any person living in or visiting your home (including pets) must not do any of the following:
 - (a) cause a nuisance or annoy anyone in the local area, for example by playing loud music or by making too much noise;
 - (b) harass anyone in the local area on any ground, including race, colour, nationality, religion, sex, sexuality, marriage and civil partnership, pregnancy and maternity, gender reassignment, age, or disability, which harassment or threat of harassment could interfere with the peace and comfort of, or cause offence to, other people in the neighbourhood or to any of our tenants, employees, agents or contractors;

- (c) harass, threaten or use violence towards anyone in the local area; or our tenants, employees, contractors or agents; or anyone living in or visiting your home;
- (d) use your home or the shared areas or facilities for any criminal, immoral or illegal purpose; and/or
- (e) smoke anywhere in the shared areas (including inside the building, outside or near the entrances to the building, and in the surrounding areas and grounds (including e-cigarettes).

4.1.2 You and any other person living in or visiting your home (including pets) must not do anything that could cause a danger to anyone in your home or in the local area, or which could cause damage.

4.2 **Using your home for business**

You, members of your household and any of your visitors must not use your home, or allow it to be used, for business purposes or for any purpose other than as your home, unless you have our prior written consent.

4.3 **Dangerous use**

You, members of your household and any of your visitors must not use your home, or allow it to be used, for anything that could cause a danger to anyone else, or to store any items (other than those which are reasonably needed for domestic use) that could increase the risk of a fire or explosion, such as flammable liquid or gases.

4.4 **Pets**

4.4.1 You may not keep any pets in the property without first seeking our consent. In accordance with section 16A of the Housing Act 1988, you may request consent to keep a pet at the property during this tenancy. Any such request must be made in writing and we will not unreasonably refuse to provide this consent.

4.4.2 Any such request must also include a description of the pet for which consent is sought. This description must include:

- (a) the number of pets you are requesting to keep at the property;
- (b) the type of animal;
- (c) a photograph of the pet;
- (d) the age of the pet; and
- (e) details of how you intend to look after the pet.

4.4.3 Where appropriate, this description should also include the breed of the animal, whether it is on the exemptions register for dangerous dogs, whether the pet is house trained, and evidence of its vaccinations, insurance and flea treatment.

- 4.4.4 Any requests in writing will be responded to within 28 days unless we both agree to extend the deadline beyond this time. We may request further information at this time, rather than providing or refusing consent.
- 4.4.5 If we respond with a request for further information, or we have sought the consent of a superior landlord, in either case within 28 days of the initial request, then we are not obliged to refuse or provide consent to a pet until seven days after you provide further information, or the superior landlord responds to our request (as applicable).
- 4.4.6 If consent is granted, then we may set reasonable conditions for the behaviour of the pet while it resides in the property. These conditions will be provided to you in writing and form a pet agreement document. If either you, or the pet, fails to adhere to the terms of this pet agreement document then it will be considered a breach of this tenancy agreement.
- 4.4.7 You are responsible for all costs, repairs and/or replacements we reasonably consider are needed in relation to damage caused by pets, and any deinfestation, cleaning, or fumigation (including having the carpets, curtains and blinds professionally cleaned).
- 4.4.8 For the avoidance of doubt, you are not permitted to allow anyone else's pets to visit the property.

4.5 **Vehicles, parking and bicycles**

- 4.5.1 You, members of your household and any of your visitors must only park in appropriate assigned parking spaces (subject to first obtaining a parking licence).
- 4.5.2 You must not enter into a short-term 'let' arrangement or allow a paying third party to use your parking space, or otherwise use the parking facilities in order to generate funds, income or to operate a business.
- 4.5.3 You, or anyone living in or visiting your home, must not block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy, untaxed (unless subject to a statutory offroad notification) vehicles and other obstructions.
- 4.5.4 If you own bicycle(s) you must store them in the secure areas provided, and not store, keep or park any bicycle in your home (including on any balcony), or in any external or internal shared areas (including the landing immediately outside the front door of your home or in any bin store or other utility area).
- 4.5.5 You, or anyone living in or visiting your home, must not keep an e-bike, mobility scooter, or e-scooter in the shared areas, other than a designated area, without obtaining our prior written consent. Consent will only be granted if suitable space is available at the time of request.
- 4.5.6 You, or anyone living in or visiting your home, must not charge an e-bike, mobility scooter or e-scooter in any of the shared areas, unless a suitable charging point has been provided.

4.6 **Security cameras (CCTV)**

If you install security cameras at your home, you must first obtain our written consent, and you must use them in line with the laws that apply to them.

4.7 **Shared areas**

4.7.1 You, or anyone living in or visiting your home, must not obstruct or keep or leave items in any of the shared areas in the building or surrounding area, for example prams, bicycles, furniture, storage containers or other objects. Please also refer to conditions 4.5.5 and 4.5.6 on e-bikes, mobility scooters and e-scooters.

4.7.2 You, or anyone living in or visiting your home, must not use any of the shared areas or facilities for storage, or leave any boxes, parcels refuse or rubbish on any part of the building or anywhere else except in the bin store.

4.7.3 You must put all rubbish in appropriate bin bags, sorted according to rubbish/recycling type, and dispose of it in the appropriate designated bins in the refuse areas provided. You must not leave rubbish in corridors or other shared areas, and must not allow it to spill onto or mark floors, walls or other fixtures and fittings in the shared areas.

4.7.4 You must not interfere with or alter lighting, safety doors or other equipment in any shared passageways, staircases or lifts.

5 **Repairs and maintenance**

5.1 **Our repair and maintenance responsibilities**

5.1.1 Section 11 of the Landlord and Tenant 1985 applies to this tenancy. This means that we are responsible for:

- (a) repairing and maintaining the structure and exterior of the property;
- (b) repairing, maintaining and keeping in proper working order the installations in the property which supply water, gas and electricity, and for sanitation; and
- (c) repairing, maintaining and keeping in proper working order the installations in the property for space heating and heating water.

5.1.2 We are under an obligation to ensure that the property is fit for human habitation, to the extent required by section 9A of the Landlord and Tenant Act 1985.

5.1.3 Where your home comes full or partly furnished (as indicated on the inventory), and subject to you and your household and visitors using your home and the equipment in a reasonable manner, we will keep in repair and proper working order all mechanical and electrical equipment (including washing machines, dishwashers and other similar appliances, as applicable), which belong to us and are included in the inventory.

- 5.1.4 We must take reasonable care to keep any shared entrance halls, stairways, lifts, passageways, bin stores and any other shared areas (including electric lighting) in reasonable repair.
- 5.1.5 Where applicable, all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied at your home comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 5.1.6 You will be provided with an electrical installation condition report (EICR) relating to your home before your tenancy commences. All mechanical and electrical equipment in your home is in good repair and working order and all electrical equipment and appliances supplied at your home complies with the Electrical Equipment (Safety) Regulations 2016.
- 5.1.7 We must ensure that the property's electrical installations comply with the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020. This obliges us to do the following:
- (a) ensure that relevant electrical safety standards are met during any period when the property is occupied under this tenancy;
 - (b) ensure that relevant electrical installations in the property are inspected and tested by a qualified person at least every five years, or as often as required by the most recent inspection and testing report (as referred to below) if that report requires inspection and testing to be completed more frequently than this; and
 - (c) obtain a report from the person conducting that inspection and test which gives its results and the date by which the next inspection and test is required, and to supply a copy of that report to you.
- 5.1.8 Your home is compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, at the start of the tenancy.
- 5.1.9 We are responsible for ensuring your home is compliant with legislation and guidance relating to legionella bacteria in water systems. We undertake periodic legionella risk assessments and, if necessary, make any required changes to the water system at your home.
- 5.1.10 We will have given you a valid energy performance certificate relating to your home before you signed this tenancy agreement, in line with the requirements of the Energy Performance of Buildings (England and Wales) Regulations 2012.

5.2 **Your repair and maintenance responsibilities**

5.2.1 **General duties**

You must use your home in a tenant like manner, and keep the inside of it clean and tidy, and free from vermin. You must also undertake any necessary minor repairs, and decorate the interior to a reasonable standard.

At the commencement of the tenancy, and for bathrooms that are not in regular use (and upon returning from leaving your home vacant for periods of 14 days or more), you must allow all hot and cold water outlets to run freely for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water from them. You must also regularly flush through and clean any shower heads. Please visit Health and Safety Executive for further information <http://www.hse.gov.uk/>.

Fixtures, fittings and equipment should not be moved or removed without our prior written consent and you must not to tamper with or damage safety equipment such as heat or smoke detectors, sprinkler systems, alarms, door-entry systems, security gates and CCTV systems

5.2.2 **Not carrying out repairs**

If you do not carry out any of the repairs that you are responsible for, we may carry out the work and claim our reasonable costs, reasonably incurred of doing so from you.

5.2.3 **Balconies (if any)**

You must keep any balcony area that you have sole use of, in reasonable order, in a tidy condition and free from rubbish.

You must not light fires, or place or use any barbeque, fire pit or other heating or lighting apparatus on the balcony area.

You must not store or keep any items or belongings on the balcony area, other than a reasonable lightweight table and chairs suitable for outdoor use.

5.2.4 **Improvements**

Where section 190 of the Equality Act 2010 applies, a landlord may not unreasonably withhold consent for a tenant's application to make an improvement to premises where a disabled person (as defined in section 6 of the Equality Act 2010) occupies or intends to occupy the premises as their only or main home, and the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability.

But the rights and obligations conferred by section 190 of the Equality Act 2010 do not apply in so far as provision of a like nature is made by this tenancy agreement (such as the provisions below).

You must not make any alteration or addition to the property, its fixtures or fittings, or the electric, gas or plumbing system or decorate or change the style or colour of the internal or external decoration, or erect or install any aerial, satellite dish or cable television without first seeking our written consent.

Any request for adaptations, additions or services under the Equality Act 2010 must be made in writing to us. We may not unreasonably withhold consent to these requests where: a disabled person occupies or intends to occupy the

property as their main home; and the request is likely to facilitate the disabled person's enjoyment of the property.

If we refuse consent to a written request, we will respond in writing setting out our reason(s) for the refusal.

If we grant consent for an adaptation or alteration, then we may set reasonable conditions for the making of a relevant improvement. If you do not keep to the terms of these reasonable conditions, then the failure to do so will be treated as a breach of the tenancy.

5.2.5 **Gardens**

You must keep all garden areas at your home and in the surrounding area (including communal gardens), free from rubbish and in a tidy condition.

Where your home has a fence bounding a garden of which you have sole use, you must not remove, replace, build or renew any fence or wall unless you have our prior written consent. We will act reasonably in considering your request.

5.2.6 **Access**

We have the right to enter your home at reasonable times and subject to reasonable notice to inspect it or any installations or to carry out work (including safety inspections and related work) to your home or a neighbouring property. We will normally give you at least 24 hours' notice of any inspection or repairs but more immediate access may be required in an emergency.

If due to unexpected circumstances you cannot keep to an arranged appointment, you should advise us at the earliest opportunity, so that alternative arrangements can be made.

5.2.7 **Reporting repairs**

You must tell us, as soon as possible, about any repairs that need doing in your home, the building or the shared parts, if they are repairs that we are responsible for.

5.2.8 **Building management**

You agree to abide by:

- (a) any rules or regulations in place at the building in which the apartment is located when this tenancy is granted, and
- (b) any building rules and regulations which we introduce for the better management of the building or tenancies and which we notify to you, and
- (c) any reasonable instructions you receive from us relating to health and safety matters in the building.

5.3 **Insurance**

- 5.3.1 We insure the structure of your home but you are responsible for insuring the contents of your home if you want insurance cover.
- 5.3.2 You must not do anything which might cause our policy of insurance on your home or on the fixtures and fittings to become void or voidable or causes the rate of premium or policy excess levels on any such policy to be increased. A summary of the relevant insurance requirements will be provided with this agreement.

5.4 **Damage to your home**

- 5.4.1 You, or anyone living in or visiting your home (including pets) must not cause either by act or omission, any damage to your home (including its fixtures and fittings), the shared areas and facilities, or to any other property in the local area.
- 5.4.2 You must immediately repair any damage (except fair wear and tear), which you, your household or visitors (including pets) cause to your home, our fixtures and fittings or any shared areas or facilities. If we have to repair any damage caused, or replace any damaged or missing items, we may claim our reasonable costs from you.

5.5 **Alternative and additional tenancy obligations**

You agree to comply with any alternative and additional tenancy obligations that are appended to this tenancy agreement. Where there is any conflict between an alternative tenancy condition and the main part of this tenancy agreement, the alternative tenancy condition shall apply.

6 **General provisions**

6.1 **Changing the tenancy agreement**

Apart from any changes in rent, or services, or changes that will apply under future laws, this tenancy agreement can only be altered in two ways. Specifically, a change can only be implemented:

- 6.1.1 By agreement between you and us (and this change must be agreed in writing); and
- 6.1.2 By us, where we have:
- (a) written to you setting out the proposed changes to this agreement;
 - (b) given you a reasonable period of time to make written representations to us about the proposed changes;
 - (c) considered any written representations made by you; and

- (d) (if we decide to proceed with the change) sent a notice of variation to you setting out the new terms and stating the date on which the new terms will take effect. The new terms will not take effect until at least two months' after the notice of variation is sent to you.

6.2 **Serving notices**

- 6.2.1 If you have to give us any notice or communication relating to this tenancy, you must send it by first class post or hand deliver it to our address as shown on the front of this agreement, or send it by email to spinneryard@risehomes.co.uk.
- 6.2.2 Any notice or other communication arising from this tenancy shall be deemed to have been validly and sufficiently served, if it is in writing and delivered or sent by hand or by post to your home or your last known address, (or by email where you have consented to service in this form).
- 6.2.3 You must promptly forward to us any notice of a legal nature delivered to your home, which affects our ownership or responsibilities in relation to your home, the building and/or neighbourhood.
- 6.2.4 You agree and acknowledge that you have been provided with required prescribed information in accordance with relevant statutory requirements.

6.3 **Immigration Act 2014**

You are responsible for providing us with appropriate Right to Rent documentation prior to entering into this tenancy agreement. If you have a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, you must, upon receipt of any communication touching or concerning your residency status in the United Kingdom from a relevant government department or body, advise us and provide us upon request, copies of any such written communication.

6.4 **Data protection**

Any data processing will be undertaken in accordance with relevant legislation and in accordance with our policies on disclosure of information and confidentiality. For details on how we deal with your personal data, including who it may be shared with, how it is used, how long it is stored and information about your rights, please refer to our privacy notice which can be found at www.risehomes.co.uk/privacy-policy/.

6.5 **Miscellaneous**

- 6.5.1 It is agreed by both parties to this tenancy agreement that for the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to, and does not give rights to any third parties to enforce any provision contained in it.
- 6.5.2 A reference in this document to any Act of Parliament, or to any order, regulation, statutory instrument or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

6.5.3 This tenancy shall be governed by and construed in accordance with English law.

Appendix

Alternative and additional tenancy obligations

[leave blank if not using]

Declarations and signatures

All tenants should read this agreement and sign below.

- I have read and understood the terms and conditions of this tenancy agreement, including the conditions attached, and I accept them.
- I also confirm that I have previously been provided with an Energy Performance Certificate, electrical installation condition report (EICR) relating to the property, and the Government's 'How to Rent' guide.
- Section 16D of the Housing Act 1988 and the Assured Tenancies (Private Rented Sector) (Written Statement of Terms etc and Information Sheet) (England) Regulations 2026 require us to give you a written statement of certain terms and information relating to the tenancy. Those required terms and information are included in this agreement. By signing this agreement, you confirm that you had received the required written statement before this tenancy was entered into.

If this agreement is for a joint tenancy, all joint tenants must sign below.

1.Dated

Printed name:

2. Dated

Printed name:

The guarantor(s) named on the first page of this tenancy agreement (if any), has/have agreed to act as guarantor(s) of this tenancy (and any extension) and to be responsible to us for any loss, damage, costs, or other expenses (including rent) arising out of your breach of, or failure to comply with the obligations and responsibilities of this tenancy agreement.

3.Dated

Printed name:.....

Signed on behalf of Spinners Yard Apartments Limited

4.Dated

Printed name: