



MANSFORD ESG HOUSING CHOICE PRE-BALLOT CONSULTATION

TENANCY AGREEMENT Thursday 5th August 2004

YOUR TENANCY WITH THCH

Almost all tenants of the Council are "**Secure Tenants**". Under THCH, tenants would become "**Assured Tenants**".

THCH has agreed to extend the rights of its transferring assured tenants to make them as far as possible the same as or very similar to the existing rights of secure tenants. These extended rights will be contained in the Tenancy Agreement to be issued by THCH and will not be imposed by Statute.

The main difference for you to note is that, as a "**Secure**" Council tenant, the rights you currently enjoy, such as the Right to Buy, the Right of Succession, the Right to have certain repairs carried out within set time scales and so on, are set down in law by "**Statute**" (the law laid down by Parliament). As an "**Assured Tenant**" of THCH, your rights will be set down partly by Statute and partly by a "**Contract**" between you and THCH - your tenancy agreement.

THE TENANCY AGREEMENT

The form of Tenancy Agreement which will be issued by Tower Hamlets Community Housing to tenants transferring from the Council in the event of the transfer proceeding will be substantially in the form set out below. It will be a condition of the contract between the Council and the Association that an agreement in substantially this form is issued.

This Tenancy Agreement will be effective from the date of transfer and will be issued as soon as possible after the transfer to each transferring tenant. The only tenants who will not be given a new tenancy agreement are

- tenants against whom the Council has obtained a valid possession order from the Court (including a suspended possession order), and
- tenants who have been served a valid notice of intention to seek possession by the Council, where such notice is still in force.

In these cases the Tenancy Agreement will be issued if the possession order is withdrawn or the notice of intention to seek possession is withdrawn or is no longer enforceable.

Where a transferring tenant is observing the terms of a suspended possession order (e.g. paying off rent arrears as ordered by the Court on a regular basis) THCH will consider that tenant's particular circumstances and decide, as appropriate, when to issue the Tenancy Agreement.

TOWER HAMLETS COMMUNITY HOUSING

PARTICULARS OF TENANCY

THIS TENANCY AGREEMENT IS BETWEEN

Name of Association: **TOWER HAMLETS COMMUNITY HOUSING (“THCH”)** which is registered with the Housing Corporation under Section 3 of the Housing Act 1996

Address of Association:
Which is also the Address for service of notices (including notices of legal proceedings) on the Association. This Clause constitutes notice to you for the purposes of Section 48(1) Landlord and Tenant Act 1987

AND

Name of Tenant(s):

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

Address: in respect of
.....
.....
(“**the Premises**”)

Description of Premises: which comprises
.....
.....
In these conditions “**Premises**” means the dwelling including fixtures and fittings and any garden, paths, hedges and/or fences, garages and outbuildings owned by THCH, which are the subject of this Tenancy.

Date of Start of Tenancy: The Tenancy begins on and is an assured weekly Tenancy and not an assured shorthold Tenancy within the meaning of the Housing Act 1988 the terms of which are set out in this Agreement.

Payments for the Premises

Weekly Rent £[]

Service Charge Items*:-

Hot Water Charge £[]
Heating Charge £[]
[] £[]
[] £[]

Total Weekly Rent £[]

***Service Charge Items charged within the Total Weekly Rent to be listed here and to be deleted if not applicable**

THCH will also collect Water/Sewerage charges on behalf of the utility companies until further notice.

I/We have read, understood and accept the terms and conditions contained within this tenancy agreement which include the standard terms and conditions attached hereto.

In the case of a Joint Tenancy each of you must sign

Signed by the Tenant.....Dated.....

SPECIMEN ONLYDated.....

DO NOT SIGN

.....Dated.....

Signed on behalf of THCHDated.....

SPECIMEN ONLY

DO NOT SIGN

PLEASE NOTE: It is a term of this Tenancy that you (or anyone acting for you) have not induced THCH to grant you this Tenancy by knowingly or recklessly making a false statement either to THCH or (if applicable) to The London Borough of Tower Hamlets (called “**the Council**” in this Tenancy Agreement).

THCH operates a formal complaints procedure which is outlined in the Tenants Handbook. If you feel that THCH has broken this Agreement or not performed any obligation contained in it, you should first complain to THCH writing giving details of the breach or non-performance. If THCH fails to deal with the complaint, or, in your view, continues not to comply with the Agreement you can obtain advice and information about your remedies at law from a local Citizens’ Advice Bureau or law centre or from a solicitor. You can also complain to the Housing Ombudsman.

THCH is subject to any guidance on housing management practice issued by The Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which the Assured Tenants’ Charter applies.