

**CORNWALL
HOUSING**

Conditions of an Assured Shorthold (Starter) Tenancy



PART OF THE
CORSERV GROUP
A CORNWALL
COUNCIL COMPANY

cornwallhousing.org.uk

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1. Introduction

The terms 'we' or 'us' used in these conditions refer to the landlord or its agents.

- Your landlord is Cornwall Housing Limited

Tenure

The agreement you signed makes you an assured shorthold (starter) tenant. Providing Cornwall Housing Ltd is not applying to the court for possession or has not given notice to seek possession of your tenancy, or if Cornwall Housing Ltd has not extended the starter period, you will be entitled to become an assured tenant 12 months from signing your agreement.

Cornwall Housing Ltd may wish to extend the time that you are an assured shorthold (starter) tenant if we are not satisfied that you have acted responsibly enough to be given an assured tenancy, but we do not wish to end your tenancy at that time. Extensions will be for a maximum period of six months.

You have security of tenure as an assured shorthold (starter) tenant as long as you occupy the property as your only or principal home. While you are an assured shorthold (starter) tenant we can end your tenancy by serving 2 months notice to end the tenancy, but we cannot use this method to end the tenancy within the first 6 months. However, we can bring the tenancy to an end within the first 6 month period if one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) arises.

This means that you remain an assured shorthold (starter) tenant for twelve months unless you break any of your tenancy conditions or do not occupy the property as your only or principal home. We will only take possession of your home if:

- you or somebody living with you or visiting you breaks one or more of your tenancy conditions; or
- due to special circumstances we must move you out to suitable alternative accommodation.

Details of these grounds are available in your tenant's information.

You have the right to quiet enjoyment of your home. We will not interrupt or interfere with your right to live peacefully in your home unless:

- we need to inspect your home or do works, for which we will give you reasonable prior notice; or
- a court has allowed us to end your tenancy.

2. Rent

- 2.1 You must pay your rent. It must be paid on time as stated on your agreement by one of the approved methods. Your rent is due weekly, but you can pay fortnightly or monthly in advance if you prefer.
- 2.2 If you are a joint tenant, you are 'jointly and severally' responsible for all the rent and all other charges. This means that you are both responsible for all the rent and all other charges owed if the other joint tenant leaves or does not pay.
- 2.3 Your rent can be increased or decreased from time to time and we will give you 28 days notice of this. Any increase in rent can not occur more than once every 52 weeks.
- 2.4 Your service and other charges can be increased or decreased from time to time and we will give you 28 days notice of this. Any increase in service charges can not occur more than once every 52 weeks.
- 2.5 It is your responsibility to claim any housing benefits that you may be entitled to and to tell Cornwall Council's Shared Services (Benefit Assessments), of all relevant changes to your circumstances.
- 2.6 If your Housing Benefit does not cover the full rent, you must pay the balance.
- 2.7 We have the right to charge you for any new service we provide for your home. The cost will be charged as a service charge in addition to your rent. We will write to you at least 28 days before we do this.

- 2.8 If you do not pay your rent, or you pay it persistently late, we will issue you with a legal notice and will apply to court to evict you from your home. If you have any difficulty paying your rent you should contact your Housing Officer immediately.
- 2.9 You must repay any money you owe Cornwall Housing Ltd from a previous tenancy; such as rent arrears or the cost of repairing deliberate damage. If you do not keep to the repayment plan, we may go to court to seek possession of your home for breaking this agreement.

3. Repairs and improvements

Our responsibilities

- 3.1 We must keep the structure and exterior of your property (including drains, gutters and external pipes) in good repair and in proper working order. Other parts of your home we must repair are:
 - the structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, outside pipes;
 - kitchen and bathroom fixtures - basins, sinks, toilets, baths;
 - electrical wiring, gas and water pipes within the boundary of the property;
 - heating equipment and water heating equipment;
 - any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, shared gardens, and parking areas; and
 - the outside of your home, which we must paint at regular intervals.
- 3.2 We must do repairs in a reasonable time. When you ask for a repair we will tell you when the work will be done by. This depends on how urgent it is; your tenants' information gives further details.
- 3.3 We must clear up after a repair. We will leave the decoration as close as possible to how it was before the work was done.
- 3.4 Except in the case of an emergency, we must give you or send you written confirmation of your request for a repair. Keep this confirmation in case you want to enquire later.
- 3.5 There are special circumstances when we have the legal right to take possession of your home because work needs to be done on it.

They are if your property needs to be empty for:

- major building repair;
- complete redevelopment;
- the purpose of demolition.

In these circumstances you will be offered a suitable alternative home. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

Your rights and responsibilities

- 3.6 You must report any faults or damage to us immediately.
- 3.7 You have the right to get repairs done on time and you may be able to get compensation if certain repairs are not carried out within the stated timescales. Ask your Housing Officer for more information.
- 3.8 You have the right to put in your own improvements; you must get our written agreement before carrying out any works. We will not refuse permission unless there is a good reason. You may also need planning and building regulation approval and you will need to produce safety certificates if they are required.

- 3.9 If you install, with permission, a gas appliance for heating or water, we will maintain it for you.
- 3.10 You are responsible for maintaining any improvements that you have made (except as in 3.9 above).
- 3.11 You must not alter your home, remove walls or take out any other part of your home without our written agreement. Contact your Housing Officer for further details.
- 3.12 If you make an improvement or alteration to your home without our written agreement, we may tell you to return the property to how it was before. If you don't, we will do the work and charge you for it.
- 3.13 You must allow us and our agents to access your your home to inspect and do repairs, improvements and annual servicing, provided you have been given at least 24 hours written notice.
- 3.14 If there is an emergency and we need immediate access to your property, we have the right to force entry without giving you notice.
- 3.15 You must allow 'free and open access' to workers to do repairs and improvements to your home. This means that the workers must be able to get easily to the part of the house they need to repair or improve.
- 3.16 You are responsible for decorating the inside of your home. This includes repairing minor cracks in plaster work and preparing surfaces so they can be painted or papered. You must keep the inside of your home in good decorative order.
- 3.17 You must pay the full cost for any repair or replacement if damage is caused deliberately or accidentally (broken windows or broken doors for example) or is caused by your own neglect. Broken glass must be re-glazed to an acceptable standard within 21 days.
- 3.18 You are responsible for insuring your own contents.

4. Behaviour - Your responsibilities

- 4.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas and in the locality around your home.
- 4.2 If you or any other person living in or visiting your home are prosecuted and convicted of an offence within the locality of your home, we may take legal action against you.
- 4.3 You or any other person living in or visiting your home must not cause nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include (but are not limited to): loud music; arguing; door slamming; dog barking and fouling; rowdy or offensive behaviour; selling drugs or drug abuse; rubbish dumping; and extremely untidy gardens.
- 4.4 You or any other person living in or visiting your home must not harass any other person. Examples of harassment include (but are not limited to): racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; and doing anything that interferes with the peace, comfort or convenience of other people.
- 4.5 You or any other person living in or visiting your home must not harass, threaten or use violence towards any of our employees, contractors or agents.
- 4.6 You or any other person living in or visiting your home must not inflict or threaten domestic violence against any other person either living with you or in another property. You must not harass any other person or abuse them mentally, physically, emotionally or sexually.
- 4.7 You or any other person living in or visiting your home must not use your home or any communal area for any illegal or immoral activity.

- 4.8 You or any other person living in or visiting your home must not damage, deface or put graffiti on any property. You will have to pay for any repair or removal.
- 4.9 You or any other person living in or visiting your home must not interfere with security and safety equipment in communal blocks.
- 4.10 You or any other person living in or visiting your home must not keep any animal that we decide is unsuitable for your home. Ask your Housing Officer if you are in any doubt. Your pet or pets must not annoy or frighten other people. In cases of cruelty to animals, permission to keep animals will be withdrawn and cases may be reported to the RSPCA or the police.
- 4.11 You or any other person living in or visiting your home must co-operate with us and your neighbours to keep communal areas clean, tidy and clear of obstruction.
- 4.12 You or any other person living in or visiting your home are not allowed to smoke in any internal communal areas.
- 4.13 You or any other person living in or visiting your home must not park a vehicle anywhere on your property except on a hard-standing (a driveway or paved area intended for parking). You must not park a caravan, motor home, boat or trailer on the garden, driveway, paved area around your home or on any communal parking areas without our written agreement. You must not park on grassed areas without our agreement. This includes parking of commercial vehicles.
- 4.14 You or any other person living in or visiting your home must not carry out major or persistent car repairs or park an illegal or unroadworthy vehicle in your garden, communal areas or on the road.
- 4.15 You or any other person living in or visiting your home must not allow a motor vehicle, trailer, caravan, boat or other wheeled vehicle to obstruct any road, lane, path, access-way, drive or garage area. You and your visitors must not park anywhere that would obstruct emergency services.
- 4.16 You must keep your garden tidy by cutting the lawn and trimming the hedges and ensure that the garden is free of rubbish, household items and animal faeces. If you do not, we will ask you to put this right. If you do not, we or our agents will do the work and charge you for it. We may also take legal action against you.
- 4.17 You or any other person living in or visiting your home must dispose promptly and properly of all household refuse and any bulky waste items (such as fridges, cookers etc.) in a way that does not cause a nuisance to your neighbours or community. All communal areas must be kept clear and free from obstruction to reduce the risk of fire.
- 4.18 You or any other person living in or visiting your home must not keep or use paraffin, petrol or any other dangerous material in your home or in communal areas. Bottled gas that is used for domestic heating is acceptable, but must be kept safely.

5. Your rights as a tenant

- 5.1 You do not have an automatic right to take in a lodger. However you may ask for our permission if you want to do this. A lodger is someone who lives with you, but wasn't part of your household when you first moved in. They don't have exclusive right to any one part of your home, and will get some sort of service from you such as cooking or cleaning.
- 5.2 You do not have an automatic right to sublet any part of your property. However, you may ask for our permission if you want to do this. You cannot sublet the whole of the property.
- 5.3 You have the right to see information that we hold on you and your tenancy, including Cornwall Housing Ltd's policies. In certain circumstances we will not be able to show you information obtained from a third party.
- 5.4 You have the right to set up and join a local tenants' group.
- 5.5 You have the right to be consulted on: changes that affect the management of your home; changes to the terms and conditions of your tenancy; and on modernisation or improvement work planned for your home or your area. We will involve you or your tenants' group in local housing issues.

- 5.6 You have the right to make a complaint on any area of Cornwall Housing Ltd's services. Information is available if you ask us and on our website.
- 5.7 You do not have the Right to Acquire your home during the period you remain an assured shorthold (starter) tenant. However, the period will count towards your Right to Acquire once you become an assured tenant. Full Right to Acquire details are available from us on request.
- 5.8 You have the right to get repairs done on time. See section 3.7 above.
- 5.9 You have the right to a review of our decision to seek possession or to extend the period of your assured shorthold (starter) tenancy and not grant you an assured tenancy.

6. Using your home

- 6.1 You must not intentionally overcrowd your home.
- 6.2 You must use this Cornwall Housing Ltd property as your main or only home.
- 6.3 You must not run a business from your home without our written permission. Permission will only be refused or withdrawn if the business causes a nuisance to neighbours. Some businesses may need planning permission.
- 6.4 You must not keep unreasonable amounts of household rubbish or other items inside or outside your home that may cause a health and safety risk to you or your neighbours.
- 6.5 You must not keep any moped, motorbike or similar vehicle, or any other machine driven by internal combustion engine (including engine parts) inside your home.
- 6.6 You must not erect any structure of any kind or create a hard-standing anywhere on the property without our written agreement.
- 6.7 You must not cause damage, whether deliberately or by your own neglect, to the property.
- 6.8 You must tell your Housing Officer if you will be away from home for more than a month.
- 6.9 You must not allow any of the boundaries of the property to be changed, without our written permission.

7. Joint tenancies

- 7.1 You have the right to apply for a joint tenancy with your partner, (husband or wife or partner - including partner of the same sex) or close family member, as long as they have lived there for more than 12 months, and this does not conflict with the best use of Cornwall Housing Ltd's stock. We will give permission for joint tenancies wherever possible.
- 7.2 Each partner in a joint tenancy is wholly responsible for ensuring all the conditions of tenancy are met. This includes paying of rent.

8. Ending your tenancy

- 8.1 You must give us 28 days written notice to end your tenancy. This notice must end on a Monday and you must return the keys to us by 12 noon on that Monday. If you don't, we may charge you for reasonable costs to secure the property against re-entry, or you may be charged additional rent until the keys are returned.
- 8.2 Before the end of your tenancy you must allow us to inspect the property.
- 8.3 You must leave the property and all the fixtures and fittings in good and clean condition. If you have kept pets, you are responsible for ensuring the property is free of infestation. We will recharge you for items left and any damage. See the details in your tenants' information.

- 8.4 If you leave any possessions in the property, outbuildings or gardens after you have returned the keys, we can dispose of them and we will charge you for any costs in doing so.
- 8.5 You must arrange with us to pay all outstanding rent or other charges when you leave your home.
- 8.6 You must notify any utility companies that you are moving out.
- 8.7 You must not leave anybody else living in the property when you move out.
- 8.8 You must not abandon any animals at the property when you move out.

9. Legal notices

- 9.1 If we serve you a legal notice for any reason, we may do so by leaving it at your home or your last known address, or by sending it by first class or registered post.

10. Grounds for possession

- 10.1 In addition to Cornwall Housing Ltd's powers to end your assured shorthold (starter) tenancy under the provisions of Section 21 of the Housing Act 1988, we can also end your tenancy if we get a court order on the grounds for possession listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). Details of these grounds are described in your tenants' information under 'Reasons for seeking possession of your home'.
- 10.2 Once the assured shorthold (starter) tenancy has become an assured tenancy, Cornwall Housing Ltd can seek possession only if we get a court order on the grounds for possession listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). Details of these grounds are described in your tenants' information under 'Reasons for seeking possession of your home'.

11. Succession

- 11.1 There is only one legal right to succession to a tenancy.
- 11.2 Where one joint tenant dies, the whole tenancy passes to the survivor.
- 11.3 As long as you are not a successor, your spouse or your civil partner, or a person living with you as your husband or wife, including same sex partner, provided he/she occupied the premises as his/her only or principal home at the time of your death, has the right to succeed to your tenancy.

Right of Succession other than by a spouse or person living with you as husband or wife (including same sex partners)

- 11.4 On your death, if you are a sole tenant and provided you did not succeed to your tenancy, we will grant a new tenancy of your home to a member of your family, (as defined in Section 113 of the Housing Act 1985) provided that the person lived with you continuously for twelve months immediately before your death and they occupied and continued to occupy your home as their only or principal home. In cases of under occupation, we reserve the right to offer a tenancy of alternative accommodation to anyone succeeding under this clause.
- 11.5 In the event that more than one person is qualified to succeed to the tenancy, they should agree between themselves which one wishes to apply. If they can not agree, we shall decide who will succeed to the tenancy.

12. Assignment

- 12.1 You may not assign the tenancy, except in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973, (court order made upon determination of marriage). Once the agreement becomes an assured tenancy agreement, clause 12.2 is effective.

12.2 You have the right to ask us to pass your tenancy to a member of your family. Unless they are a spouse or partner, they must have been living with you continuously for 12 months before the date you apply. This is called assignment. We will always try to give consent for this dependant on the size of the property involved.

13. Mutual exchanges

13.1 Assured shorthold (starter) tenants must not exchange the property with any other tenant or person(s). Once the agreement becomes an assured tenancy agreement, clauses 13.2 and 13.3 are effective.

13.2 You have the right to exchange with another tenant of Cornwall Housing Ltd, a housing association or local authority, but you must get our written agreement first. We will not refuse permission unless:

- one of the homes would be overcrowded - your Housing Officer will tell you the maximum number of people allowed;
- we are taking legal action to get possession of the home of any of the tenants involved;
- the exchange would mean that a home adapted for elderly or disabled people would have no-one living there who needed the adaptation;
- one of the homes would be obviously too large for the new tenants;
- the person seeking to exchange is the subject of action in respect of legal proceedings, or the threat of legal proceedings for breach of tenancy, anti-social behaviour or rent arrears; or
- the mutual exchange would result in a breach of any Section 106 Agreements in force.

We may also refuse to give permission based upon one or more of the reasons listed in Schedule 3 of the Housing Act 1985. You can get a copy of this Schedule from us.

13.3 We also set certain conditions that you must meet before the exchange can go ahead.

- You must not owe any rent or other debt connected with the tenancy.
- Your property and garden must be in good condition.
- If you have made improvements or alterations that we consider unsatisfactory and without our written agreement, you must return the home to how it was before.

13.4 If you do an illegal exchange without our written agreement we will take legal action to evict you. You will not be able to return to your original home and you will not be offered alternative housing.

14. Transfer

14.1 You have the right to ask for a transfer to a council property or social housing property. An offer of a transfer depends on the urgency of your re-housing need and what accommodation is available.

14.2 You may not be allowed to move to another home if:

- you owe rent or other debt relating to your tenancy except in exceptional circumstances;
- you have allowed the property to fall into an unsatisfactory condition;
- you have made improvements without our written consent that are not to a satisfactory standard;
- you are currently under legal proceedings for possession;
- you have breached any other terms of your tenancy agreement.

14.3 If you move to another Cornwall Housing Ltd property whilst your tenancy agreement is still an assured shorthold (starter) agreement, you will remain an assured shorthold (starter) tenant for the remainder of the initial 12 month period, at which time consideration will be given to granting an assured tenancy.

15. Adapted properties

15.1 If your property has features which are substantially different from those of an ordinary property, and are designed to make it suitable for occupation by a physically disabled person who needs those adaptations, and if at any time that person ceases to reside in your property, Cornwall Housing Ltd may require you to move to alternative accommodation.

15.2 The reason for this will be that the accommodation is required by another disabled person who needs the facilities available in your property. You would be offered a suitable alternative property, and if necessary Cornwall Housing Ltd would seek possession of your property under Ground 9 of the Housing Act 1988.

(Ground 9: Suitable alternative accommodation is available for the tenant, or will be available for the tenant when the order for possession takes effect).

Definitions

Emergency Services

This means the police, fire brigade and the ambulance service.

Eviction

This is where we can have you and your entire household removed from your property after obtaining a warrant for possession.

Exchange

To swap tenancies with another social housing tenant, subject to approval by the landlords.

Garden

Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths and paved areas.

Housing Officer

A member of staff we employ to manage tenancies.

Improvement

Any alteration or addition to the property.

Lodger

A person who pays you money to let them live in the property with you for services such as meals, laundry etc.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, private tenants, housing association tenants and local businesses.

Partner

Members of a couple in a relationship (including same sex relationships) who are living together.

Possession Order

This is an order granted by a court to take back possession of the property.

Property

The property in which you live, including any garden but not including any shared areas.

Service Charges

All charges other than rent and water service charges you must pay under the tenancy agreement.

Severally

Any one or all of you are responsible for the full terms and conditions of tenancy.

Shared Areas and Communal Areas

The parts of the building that all residents can use. For, example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sublet

Giving another person the exclusive right to live in part of the property.

Succession

This term describes the tenancy of a Cornwall Housing Ltd property passing to a spouse, partner or member of the family, who lives in the home when the original tenant dies, but only where that person qualifies.

Tenants' Information

Additional information provided for you at sign up.

Visitors

Means people not living with you but who come to see you at your home.

Please check the Cornwall Housing website
for updated information for leaseholders
www.cornwallhousing.org.uk

Contact us

For advice and guidance please email us at:
info@cornwallhousing.org.uk

Call us on:
0300 1234 161

Text us on:
07941 712712

**If you would like this information in another
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 **Cornwall recycles**
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