

Sample tenancy agreement

This is a sample tenancy agreement. It has been developed by CDS Co-operatives – a service provider to housing co-ops in London, and is suitable for the fully mutual co-ops they provide services to. It has been checked by their solicitor, who has given the opinion to CDS that the tenancy agreement does not “fetter” the tenancy.

The CCH is providing this sample tenancy agreement for information. We are not advocating its use for other co-ops. We know from experience that where co-ops adopt tenancy agreements/policies without considering their applicability to their circumstances, there is every chance that a tenancy agreement that is not right for that co-op will be used. We are also not in a position to say legally whether this tenancy agreement does or does not “fetter” the tenancy in relation to the Mexfield/Berrisford judgment.

Co-ops must seek their own legal advice before making changes to or introducing a new tenancy agreement.

X
HOUSING CO-OPERATIVE LIMITED

***Contractual Tenancy for Tenant of a Fully Mutual
Housing Co-operative which has been financed by
private sector mortgage loans.***

This Tenancy Agreement is between

Name and Address of Co-operative X Housing Co-operative Limited (**The 'Co-operative'**) whose registered office is at 3 Marshalsea Road, London SE1 1EP.

Name of Tenant (**The 'Tenant/Member'**).

Person

(In the case of joint tenants, the term '**Tenant/Member**' applies to each of them and the names of all joint tenants should be written above). Each **Tenant/Member** individually has the full responsibilities and rights set out in this agreement.

Address In respect of **Address** (**the 'Property'**)

Description of Property Which comprises a **Two Bedroom Four Person House** On the **Co-operative's** development at **Area ('the Estate')**.

Date of Start of Tenancy The tenancy begins on **date** and is a monthly tenancy, the terms of which are set out in this agreement.

Information about the Co-operative and Membership The **Co-operative** is a non profit seeking housing co-operative registered under the Industrial and Provident Societies Act 1965 and registered under Section 1 of the Housing Act 1996. The **Tenant/Member** is a member of the **Co-operative** who agrees to purchase a share in the **Co-operative** by the payment of £1.00 to the **Co-operative**. The tenancy is granted by a **Co-operative** which is democratically controlled by its members. The rules of the **Co-operative**:

- (a) restrict membership to persons who are tenants or prospective tenants of the **Co-operative** and
- (b) preclude the granting or assignment of tenancies to persons other than members.

The **Co-operative** is therefore a fully mutual co-operative housing association as defined by section 1 (2) of the Housing Associations Act 1985 and section 5 (2) of the Housing Act 1985. The Tenancy granted by this agreement is therefore not an assured tenancy by virtue of Paragraph 12 of Schedule 1 to the Housing Act 1988.

General Terms

Payment of rent for the Premises

- 1 It is agreed as follows:
- (1) The monthly **rent** for the **Property** at the date of agreement shall be :-

	£	p
Net rent		
Service charge		
Total		

In this agreement:

the term "**rent**" refers to the sum of the net rent and service charge set out above or as varied from time to time in accordance with this agreement.

The Co-operative's Mortgage

- (2) The **Tenant/Member** agrees that he/she is aware that the **Co-operative** has taken out a mortgage loan in order to finance part of the cost of building the **Property**. The **Tenant/Member** understands that if the **Co-operative** fails to repay the mortgage or to fulfil the other terms of the loan the lender will be entitled to obtain vacant possession of the **Property** in order to sell it to recover the mortgage loan. The **Tenant/Member** therefore agrees that it is essential that he/she *pays the rent on time*, accepts the responsibilities of membership of the **Co-operative** and contributes positively to the control and management of the **Co-operative's** affairs.
- (3) The **Tenant/Member** shall pay to the **Co-operative** the **rent** due in respect of the **Property** monthly in advance on the first day of each month.

Rates and other charges

- (4) Rates/water charges and/or Council Tax or any future Local Authority tax payable by the **Tenant/Member** shall be the actual amount payable for the **Property** or payable by the occupants of the **Property**. The **Tenant/Member** shall be responsible for paying these charges directly to the local council and the local water authority.
- (5) The **Co-operative** shall provide the following services in connection with the **Property** for which the **Tenant/Member** shall pay the service charge:
- Maintenance and lighting of communal grounds
 - Management of services
 - Childrens play area

**Services
Changes in Rent**

- (6) The **Co-operative** may increase or decrease the rent by giving the **Tenant/Member** one calendar month's notice in writing of the increase or decrease. Such notice may expire on any day of the month. The notice shall specify the rent proposed. The revised rent shall be the revised amount specified in the notice of increase/decrease.

Notices

- (7) Any notices to be given under this agreement shall be considered to have been properly served if sent by registered or recorded delivery to or left at the **Property** or the **Co-operative's** registered office respectively and shall be considered to have been received the next working day after being sent or on the day that they were left at the **Property** or registered offices.
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The Co-operative's Obligations

- 2 The **Co-operative** agrees :-
- Possession** (1) To give the **Tenant/Member** possession of the **Property** at the commencement of the Tenancy.
- Peaceful Occupation** (2) Not to interrupt or interfere with the **Tenant/Member's** right peacefully to occupy the **Property** except where
- (i) access is required to inspect the condition of the **Property** or to carry out repairs or other works to the **Property** or adjoining property; or
 - (ii) the **Co-operative** has ended the tenancy by serving a Notice to Quit which has expired and a court has made an order for possession, (see the Protection from Eviction Act 1977).
- Repair of structure and exterior** (3) To keep in good repair the structure and exterior of the **Property** including:-
- (a) drains, gutters and external pipes
 - (b) the roof
 - (c) outside walls, outside doors, window sills, window catches and window frames including necessary external painting and external decoration
 - (d) internal walls, floors and ceilings, doors and frames, door hinges and skirting boards but not including internal painting and decoration
 - (e) pathways, steps or other means of access
 - (f) plaster work (excluding minor repairs which would normally be dealt with during internal redecoration).
 - (g) boundary walls and fences erected by the **Co-operative**
 - (h) broken window glass, but only where it can clearly be shown not to have been broken by the **Tenant/ Member** or any member of the **Tenant/Member's** household or by visitors to the **Property**.
- Repair of Installations** (4) To keep in good repair and proper working order any installations provided by the **Co-operative** for space heating, fire fighting equipment, water heating and sanitation and for supply of water, gas and electricity including:-
- (a) basins, sinks, baths, WC's flushing system and waste pipes
 - (b) electric wiring including sockets and switches, gas pipes and water pipes
 - (c) water heaters and central heating systems.

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| Repair of Common Areas | (5) | To take reasonable care to keep the common entrances, halls, stairways, passageways, rubbish chutes and any other common areas, including their electric lighting, in good repair and fit for use by the Tenant/Member and other occupiers and visitors to the Property . |
| Maintenance of the Estate | (6) | To take reasonable care to maintain the members' meeting hall and stores (if any) and those areas of the Estate , such as the grounds, car park and footpath areas, which are not maintained by the local authority. |
| External Decorations | (7) | To keep the exterior of the Property and any common parts of the building of which the Property forms part in a good state of decoration and normally to decorate these areas once every five years. |
| Improvements | (8) | Not to unreasonably withhold consent to any alterations or improvements which are of a non-structural nature to the Property including external decoration and additions to or alterations in the Co-operative's installations fixtures and fittings, when a written application is made to the Co-operative . |
| Subletting and Lodgers | (9) | Not to unreasonably withhold consent to a written request to take in lodgers. [See Clause 3(20)]. |
| Access | (10) | To give 24 hours' notice in writing of the Co-operative's intention to enter the Property to inspect the condition of the Property or to carry out repairs and other works. Immediate access may be required and should be given in an emergency; the Co-operative may enter the premises in such an emergency, making good any damage caused. |
| Information | (11) | To provide the Tenant with information on its housing management policies as required by the Tenant Services Authority (and its successor authorities). |

The Tenant/Member's obligations

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| | 3 | The Tenant/Member agrees: |
| Possession | (1) | To take possession of the Property at the commencement of the tenancy and to reside in the Property as the Tenant/Member's only or principal home. |
| Rent Charges | (2) | To pay the rent monthly and in advance on the first day of each month. |
| Other Charges | (3) | To pay all Council Tax charges (or other Local Authority tax), water charges assessments and other outgoings in respect of the Property . |

- Use of Property** (4) To use the **Property** for residential purposes and not to operate any trade or business on or from the **Property** without the written consent of the **Co-operative**.
- Reporting Repairs** (5) To report to the **Co-operative** any disrepair or defect for which the **Co-operative** is responsible in the structure or exterior of the **Property** or in any installation in the **Property** or in the common areas.
- Heaters** (6) Not to use calor gas heaters or paraffin heaters in the **Property** because of the risk of fire and condensation.
- Interior** (7) To keep the interior of the **Property** in good and clean condition and decorate all internal parts of the **Property** as frequently as is necessary to keep them in good decorative order.
- Damage** (8) To make good any damage caused wilfully or by neglect or carelessness on the part of the **Tenant/Member** or of any member of the **Tenant/Member's** household or visitor to the **Property**, including broken glass in windows and the repair or replacement of any damaged fittings and installations. In default of making good damage the **Co-operative** may enter the **Property** and carry out the work the cost being recoverable by the **Co-operative** from the **Tenant/Member**.
- Alterations to the Property** (9) Not to make any structural alterations to the **Property** and not to make any alterations, additions or improvements to the **Property** (including the erection of aerials and satellite dishes) without the written consent of the **Co-operative** which shall not be unreasonably withheld (see Clause 2(8)) and to observe reasonable regulations and directions given by the **Co-operative** as a condition of consent being granted.
- Common Areas** (10) To observe reasonable regulations and directions, including those governing the parking of caravans given by the **Co-operative** for the care and protection of common areas and for good management of the **Estate** of which the **Property** forms a part.
- Access** (11) To allow the **Co-operative** or its agents access at all reasonable hours to inspect the condition of the **Property** or to carry out repairs or other works.
- Car parking** (12) To park only private cars and motor cycles on the parking area (if any) of the **Property** and on the common parts of the **Estate** designated for that purpose. No repairs for reward or gain shall be carried out, nor any breaking or cannibalisation of vehicles.
- (13) Not to park vehicles for payment for any other person or vehicles not in regular use on the designated parking areas of the **Estate** or the **Property**.
- (14) To observe reasonable regulations and directions given by the **Co-operative** governing the parking of vehicles.

- Garden** (15) To keep any garden which forms part of the **Property** in a tidy and well cultivated condition.
- Nuisance** (16) Not to cause and to take all reasonable steps to ensure that any other person occupying the **Property** or invited visitor does not cause a nuisance or annoyance to neighbours or other members of the **Co-operative**.
- Noise** (17) Not to permit any radio, television, compact disc or tape recording or musical instrument to be played in such a manner as to cause a nuisance or annoyance to neighbours or so as to be audible outside the **Property** between the hours of 11 pm and 7.30 am (8 am on Saturdays and Sundays).
- Racial and Other Harassment** (18) Not to commit and to take all reasonable steps to ensure that members of **Tenant/Member** household or invited visitors do not commit any act of harassment, intimidation or violence (including domestic violence) on the grounds of race, colour, religion, sex or sexual orientation, disability or for any other reason which may interfere with the peace and comfort of, or cause offence to, any other **Tenant/Member**, or member of another **Tenant/Member's** household, visitors or neighbours, employees or agents of the **Co-operative**.
- Overcrowding** (19) Not to allow the **Property** to become overcrowded by allowing more than **Four (4)** persons to reside at the **Property**.
- Sub-letting and Lodgers** (20) Not under any circumstances to assign the tenancy or sublet the whole or part of the **Property** or part with possession of the **Property** except in furtherance of a Court Order made under Section 24 of the Matrimonial Causes Act 1973 and
- i) not to sublet part, or part with possession of part of the **Property**, without first obtaining the **Co-operative's** written consent and
 - ii) not to sublet part, or part with possession of part of the **Property**, or take in lodgers without first notifying the **Co-operative** of the name, sex and age of the sub-tenant or lodger plus details of any rent or other charges to be made and of the accommodation they will occupy and
 - iii) not to grant any subtenancy of any part of the **Property** which is or might become an assured subtenancy.

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| Pets | (21) | To keep under control any dog, cat or other animal so as not to annoy or cause nuisance to neighbours. Not to permit any dog or other animal to foul anywhere on the Estate . Not to keep on the Premises livestock, domestic animals, or live birds of any kind which have been the subject of complaint by the occupiers of the Co-operative's other properties, which complaint is in the Co-operative's absolute discretion justified. |
| Membership | (22) | To become and at all times to remain a member of the Co-operative . If the Tenant/Member withdraws or is expelled from membership of the Co-operative the Co-operative will end this tenancy by serving Notice to Quit. |
| At the End of Tenancy | (23) | To comply with the provisions of 7(1) and (2) below on the ending of the tenancy. |

The Tenant/Member's Rights

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| | 4 | The Tenant/Member has the following rights: |
| Right to Occupy | (1) | The Tenant Member has the right to occupy the Property without interruption or interference from the Co-operative for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Co-operative's employees, agents or contractors). |
| Protection from Eviction | (2) | The Co-operative may end this tenancy at any time by serving a Notice to Quit on the Tenant/Member giving one calendar month's notice (which notice shall not need to end on the last day of the month).

After any Notice to Quit expires the Tenant Member is protected from eviction by the Protection from Eviction Act 1977 which means that the Co-operative cannot gain possession of the Property without first obtaining a court order for possession. |
| Right to Succession | (3) | The Tenant/Member has the succession rights set out in clause 5 of this agreement. |

- Right to Exchange** (4) The **Tenant/Member** may exchange with the tenant of another co-operative, registered social landlord or secure tenant provided that:
- (a) the tenant with whom the **Tenant/Member** wishes to exchange is willing to accept membership of the **Co-operative** and to abide by the terms of this tenancy, and
- (b) the exchange conforms to the policy and rules for exchanges agreed from time to time by the **Co-operative**,
- the tenant with whom the **Tenant/Member** wishes to exchange is eligible for the category of housing, namely:
- Right to Take in Lodgers** (5) Subject to 3(19) and 3(20) above, the **Tenant/Member** may take in any persons as lodgers.
- Right to Make Improvements** (6) The **Tenant/Member** may make improvements, alterations and additions to the **Property** (including external decoration) and may make additions to, or alterations in, the **Co-operative's** installations, fixtures and fittings, provided that the **Tenant/Member** has first obtained the written consent of the **Co-operative** and all other necessary approvals, (for example planning permission or building regulations approval). The **Co-operative** will not unreasonably withhold its consent to a request to make improvements but may make it conditional upon the work being carried out to a specified standard. Failure to comply with the **Co-operative's** conditions may be treated as a breach of the **Tenant/Member's** obligations under this tenancy.
- Right to Notice** (7) To be given not less than 24 hours' notice in writing of the **Co-operative's** intention to enter the **Property** to inspect the condition of the premises or to carry out repairs or other works. Immediate access may be required and should be given in an emergency. The **Co-operative** may enter the **Property** in such emergency making good any damage caused in exercising this right.
- Right to Information** (8) The **Tenant/Member** has the right to information from the **Co-operative** about the terms of this tenancy and about the **Co-operative's** repairing obligations and to policies and procedures on repairs, housing allocation and transfers. The **Tenant/Member** also has the right to information about the **Co-operative's** meetings and democratic decision-making procedures.

Succession

- Succession** 5 If the **Tenant/Member** dies, provided that the **Tenant/Member** was not a successor, the **Co-operative** will consent to transfer the tenancy to the **Tenant/Member's** spouse or co-habitee or another member of the **Tenant/Member's** family (a 'successor') provided that:-
- (a) the successor agrees to become and remain a member of

the **Co-operative**

- (b) the successor has resided with the **Tenant/Member** throughout the twelve month period prior to the **Tenant/Member's** death as their only or principal home and
- (c) the succession does not lead to overcrowding of the **Property**
- (d) where more than one person is qualified to succeed to the tenancy, the matter shall be decided as if sub-section 87 and 89 (1) (2) of the Housing Act 1985 applied to the tenancy and
- (e) that the successor and his/her household is eligible for the category of housing, namely **general needs**

but where the person who would otherwise qualify under this clause is excluded by virtue of not being eligible for the specific dwelling mentioned in sub clause (e) the **Co-operative** will not end the tenancy and seek possession of the **Property** unless it is able to offer suitable alternative accommodation or arrange for an offer of suitable alternative accommodation to be made by a local authority, or another co-operative or registered social landlord;

- (f) for the purposes of this clause a member of the **Tenant/Member's** family is the **Tenant/Member's** gay or lesbian partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, including those related by marriage, half blood and including a stepchild, adopted child and illegitimate child.

Variations

Variations in Terms of the Tenancy 6

The terms of this agreement may be varied in either of the following two ways:-

- (1) By agreement in writing between the **Co-operative** and the **Tenant/Member**.
 - (2) By the **Co-operative**, having decided at a General Meeting to vary the terms of tenancy of its members who have tenancies similar to the tenancy granted by this agreement, terminating the tenancy by issuing a Notice to Quit, giving not less than one calendar month's notice and offering a new tenancy and tenancy agreement.
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Ending this agreement

7 It is agreed that :-

**Termination by
Tenant/Member**

(1) The **Tenant/Member** shall give the **Co-operative** at least one month's notice in writing when the **Tenant/Member** wishes to end the tenancy.

Moving out

(2) The **Tenant/Member** shall give the **Co-operative** vacant possession and return the keys of the **Property** at the end of the tenancy and to remove all furniture, personal possessions and rubbish and leave the **Property** and the **Co-operative's** fixtures and fittings in good lettable condition and repair. The **Co-operative** accepts no responsibility for anything left at the **Property** by the **Tenant/Member** at the end of this tenancy. If the **Tenant/Member** does not remove such items from the **Property** within four weeks of the end of the tenancy the **Co-operative** shall be entitled to sell such items and place the net proceeds of sale in a bank account. If the **Tenant/Member** does not claim the net proceeds of sale within 12 months of the end of the tenancy the **Co-operative** may use the proceeds of sale in accordance with its objects.

**Termination by the
Co-operative**

(3) Before commencing proceedings for possession, the **Co-operative** will end the tenancy by serving a written Notice to Quit on the **Tenant/Member** giving one calendar month's notice (which notice shall not need to end on the last day of a month). Proceedings cannot begin until the expiration of the Notice to Quit.

If the **Tenant/Member** feels that the **Co-operative** has broken this agreement or not performed any obligation contained in it, he or she should first complain to the **Co-operative** in writing, giving details of the breach or non-performance. If the **Co-operative** fails to deal with the complaint or, in the **Tenant/Member's** view, continues not to comply with the agreement the **Tenant/Member** can either:

- a) raise the matter at a General Meeting of the **Co-operative** as provided for in the **Co-operative's** rules, and/or
- b) obtain advice and information about his or her remedies at law from the local Citizens' Advice Bureau or Law Centre or from a solicitor, and/or
- c) *Make a formal complaint about the **Co-operative** to the Independent Housing Ombudsman Limited, 81 Aldwych, London WC2B 4HN*

The **Co-operative** is subject to any guidance on housing management practice issued by the Tenant Services Authority with the approval of the Secretary of State.

Signed on behalf of the **Co-operative**

Signed by the **Tenant/Member**

Date