

**confederation  
of  
co-operative housing**

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# tenancy agreement

**model  
policies  
&  
procedures**

introduction

- These policies and procedures are for co-ops managed by management committee



01:03:01

# tenancy agreement

The Co-operative: means :  
\*\*\*\* Housing Co-operative Limited of address:

Registered under the Industrial and Provident Societies Act 1965 Register Number \*\*\*\*\*R

The tenant(s): means  
1. ....(Membership No .....)  
2. ....(Membership No .....)  
3. ....(Membership No .....)  
4. ....(Membership No .....)

Address: in respect of  
..... ('Premises')

Description of premises:  
Self contained purpose built ground floor flat with full central heating

which comprises:  
Kitchen, sitting room, 1 bedroom, bathroom, hall

Date start of Tenancy:  
The tenancy begins on *date* and is a weekly tenancy which may be terminated by either the Co-operative or the Tenant by giving 4 weeks notice in writing to the address given above. The terms of the tenancy are set out in this Agreement.

## conditions of tenancy

This tenancy is granted on the condition that:

### HOUSING NEED:

The tenant shall not be at any time the owner of not the tenant of any habitable property other than the Premises in which the Tenant could reasonably be expected to live.

### MEMBERSHIP AND POLICIES:

The tenant shall be a member of the Co-operative throughout the tenancy and will comply with the Co-operative's Policies and Regulations, particularly its Equal Opportunities Policy, and abide by the terms of the Co-operative's Membership Policy/ Agreement.

The Tenant will also comply with the Co-operative's Complaints and Disputes Procedure in case of dispute with either another tenant or the Co-operative.

## general terms

1 it is agreed as follows:

### 1.1 RENT AND OTHER CHARGES

The rent and other charges payable in respect of the Premises at the date of this Agreement shall be

Rent	£**.** per week
Service Charge	£**.** per week
Total payable	£**.** per week

### 1.2 SERVICE CHARGES

The Co-operative shall provide the following services in connection with the Premises for which the Tenant shall pay a service charge to be included in the rent.

### 1.3 CHANGES IN SERVICES

The Service charge element of the Rent may be varied from time to time by the Co-operative when permitted by law. The Co-operative shall determine what services it shall supply in respect of the Service Charge and at what charge to the Tenant from time to time in general meeting.

### 1.4 CHANGES IN RENT

The Net Rent element of the Rent may from time to time be varied by the Co-operative to such sum as is specified by the Co-operative's rent setting policy or as set from time to time in general meeting.

### 1.5 ALTERING THE AGREEMENT

With the exception of any changes in rent, rates or charges, this Agreement may only be altered by mutual agreement between the Co-operative and the Tenant in writing.



# the co-operative's obligations

All tenants have a collective responsibility to make sure that the Co-operative carries out the Landlord's obligations which are as follows:

## 2 the co-operative agrees:

### 1 POSSESSION

To give the Tenant possession of the Premises at the commencement of the Tenancy.

### 2 TENANT'S RIGHT TO OCCUPY

Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where:

- (i) access is required to inspect the conditions or to carry out repairs or other works to the Premises or adjoining property; or
- (ii) a court has given the Co-operative possession by ending the Tenancy.

### 3 REPAIRS

To keep in good repair the structure and exterior of the Premises, including:

- (i) drains, gutters and external pipes;
- (ii) the roof;
- (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary painting and decoration;
- (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not in any case including painting and decoration;
- (v) chimneys, chimney stacks and flues but not including sweeping;
- (vi) pathways, steps or other means of access;

- (vii) plasterwork;
- (viii) integral garages and stores;
- (ix) boundary walls, gates and fences.

### 4 INSTALLATIONS

To keep in good repair and working order any installations provided by the Co-operative for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- (i) basins, sinks, baths, toilets, flushing systems and wastepipes;
- (ii) electric wiring including sockets and switches, gas pipes and water pipes;
- (iii) water heaters, fireplaces, fitted gas fires and central heating installations.

### 5 COMMUNAL AREAS

To take reasonable care to keep the common entrances, common parts, passageways, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises.

### 6 EXTERNAL DECORATIONS

To keep the exterior of the Premises and any common parts in a good state of decoration.

### 7 INSURANCE

To insure the Premises against loss or damage by fire (please note that this does not include the Tenant's personal belongings e.g. furniture, etc.)

### 8 DAMAGE

To make good any damage to the Premises arising out of any inspection or work carried out by the Co-operative or its authorised contractors.

### 9 TENANTS' GUARANTEE

The Co-operative will comply with the terms of the Tenants' Guarantee as required by the Housing Corporation which shall be available for inspection. The Co-operative shall keep a file of all policies which affect this Agreement available for inspection.

# the tenant's obligations

## 3 the tenant agrees:

### 1 POSSESSION

To take possession of the Premises at the commencement of the tenancy and not to part with possession or to sublet the whole or any parts of the Premises.

### 2 RENT

To pay the rent and other charges weekly.

### 3 USE OF PREMISES

To use the property for his or her principle place or residence living there for 9 months or each year.

If you (the Tenant) and your family want to move out of the house or flat for a temporary period, such as returning to Bangladesh for a long holiday, then you must do the following:

- (i) As soon as you decide to go, write to the Co-operative requesting written permission.
- (ii) Tell the Co-operative the dates on which you plan to leave and return if possible.
- (iii) If you intend to be away for 3 months or longer, pay the Co-operative in advance the rent due for that period.
- (iv) If you know someone who is willing to move into the house or flat on a temporary basis to pay the rent and look after the furniture then you must receive permission of the Co-operative and inform the Co-operative who this person is and the size of their family. You must not make the Premises overcrowded.
- (v) The Co-operative will accept the rent from an authorised occupier on your behalf but this will not constitute the creation of a tenancy. The rent book remains in the name of the Tenant.

- (vi) There must be a written agreement signed by both parties between the Tenant and the authorised occupier on a temporary basis listing the conditions of occupation.

### 4 NUISANCE

Not to cause a nuisance or annoyance to neighbours, or allow other persons who occupy or visit the Premises to cause any such nuisance or annoyance.

### 5 HARASSMENT

The Tenant will not commit or allow members of the Tenant's household or invited visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of or cause offence to any other resident in the Property or visitor to a member of the Co-operative or any agent, contractor or staff of the Co-operative.

### 6 NOISE

Not to play any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises between the hours of 11.00pm and 7.30am.

### 7 PETS

To keep under control any animals kept at the Premises. The Tenant may only keep dogs with the permission of the Co-operative.

### 8 INTERNAL DECORATION

To keep the inside of the Premises in good and clean condition and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order.

### 9 DAMAGE

To make good any damage caused wilfully or by neglect or carelessness on the part of the Tenant or any other member of the Tenant's household or visitor to the property including the replacement of any broken glass in windows or doors, and the repair and replacement of any damaged fixtures and fittings and installations. If the Tenant fails to make good any damage for which s/he is responsible, the Co-operative may

enter the property and then carry out the work in default and the cost shall be recoverable from the Tenant.

## 10 REPORTING REPAIR

To report to the Co-operative promptly any disrepair or defect for which the Co-operative is responsible in the structure or exterior of the Premises or in any installations therein or in the common parts.

## 11 RESIDENTIAL USE

To use the Premises for residential purposes only and not to operate a business at the Premises without first obtaining the written consent of the Co-operative.

## 12 ACCESS TO WORKMEN ETC.

To allow access to the Co-operative's workmen or employees at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The Co-operative will normally give at least 48 hours notice but immediate access may be required in an emergency).

## 13 ASSIGNMENT OF TENANCY

Not assign the tenancy to any other person or sub-let the tenancy to any other person.

## 14 OVERCROWDING

Not to allow more than \* persons to reside at the Premises.

## 15 LODGERS

Before taking in any lodger(s):

- (i) to inform the Co-operative of the name, age and sex of the intended lodger(s), the proposed rent, the services which will be provided
- (ii) to obtain the Co-operative's written permission

## 16 HEATERS

Not to use any paraffin stove or heater (paraffin heaters often cause condensation and are sometimes dangerous).

## 17 ILLEGAL USE

Not to use the property for any illegal purpose.

## 18 GARDEN

To keep the garden in a clean and tidy condition.

## 19 USE OF PRIVATE ROAD

Neither ball games nor cycling are permitted on private roads which are the property of the Co-operative.

## 20 ENDING THE TENANCY

To give the Co-operative vacant possession at the end of the tenancy and to remove all furniture, personal possessions and rubbish and leave the Premises and the Co-operative's fixtures and fittings in good decorative condition and repair.

# the tenant's rights

## 4 the tenant has the following rights:

### 1 RIGHT TO OCCUPY

The Tenant has the right to occupy the Premises without interruption or interference from the Co-operative for the duration of the tenancy (except for the obligation to give access to the Co-operative's workmen or employees contained in this Agreement) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and neighbours.

### 2 SECURITY OF TENURE

The Co-operative cannot evict a Tenant without first obtaining a court order for possession of the Premises. The grounds on which the Co-operative would consider obtaining a court order for possession of the Premises are set out in the Tenant's Guarantee.

The grounds are summarised as follows:

- (i) The Tenant has not paid the rent or has broken or not performed an obligation of their tenancy.
- (ii) The Tenant makes structural additions or alterations to the property without the written consent of the Co-operative.
- (iii) The Tenant is in breach of the conditions in this Agreement concerning lodgers and has taken no steps to remedy this after receiving written notice of the breach of this Agreement.
- (iv) The Tenant or any person occupying the property with the Tenant's permission shall not permit any act of harassment directed against other tenants, their families or their visitors, on the grounds of race, sex, sexual orientations, religious belief, disability or illness.

'Harassment' includes, but is not limited to:

- 1) violence or threats of violence towards any person;
- 2) abusive or insulting words or behaviour;
- 3) damage or threats of damage to property belonging to another person including damage to any part of a person's home;
- 4) writing threatening, abusive or insulting graffiti;
- 5) any act of omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person.

- (v) The Tenant or any other person residing in the Premises has been guilty of conduct which is a nuisance or annoyance to neighbours or has been convicted of using the Premises for illegal purposes.
- (vi) The Tenant or anyone else residing in the Premises causes damage to the Premises or adjoining property or common parts of the Co-operative's fixtures and fittings.
- (vii) The Tenant deliberately gave false information to the Co-operative in order to obtain the tenancy.

- (viii) The Tenant has been occupying the Premises temporarily while works have been carried out to his/her previous home and these works have now been completed but the Tenant will not move back.
- (ix) The Tenant has cause the Premises to be statutorily overcrowded.
- (x) The Co-operative intends within a reasonable time to so work of an extensive nature (e.g. redevelopment or major rehabilitation) to the Premises which cannot reasonably be done with the Tenant in occupation (and suitable alternative accommodation is available).
- (xi) The Premises are of a type specially provided for persons who are elderly, disabled or have special needs, and:
  - (a) there is no longer a person requiring such accommodation living in the Premises and;
  - (b) the Co-operative requires the Premises for occupation by someone who does need it.
- (xii) The Tenant has ceased to be a member of the Co-operative.
- (xiii) The Tenant has benefited financially and materially by virtue of their membership of the Co-operative and this has not been declared to the Co-operative.

Before commencing proceedings for possession, the Co-operative must serve a written Notice to Quit on the Tenant specifying the ground on which possession will be sought and giving at least 4 weeks notice of the date on which proceedings may be begun. The Tenant can only be required to vacate the Premises by Court Order.

### 3 RIGHT TO MAKE IMPROVEMENTS

The Tenant may make improvements, alterations and additions to the Premises

including the erection of a television aerial, external decorations and additions to, or alterations in, the Co-operative's installations, fixtures and fittings, provided that the Tenants has first obtained written consent of the Co-operative and all other necessary approvals (e.g. planning permission or building regulations approval). The Co-operative will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to comply with the Co-operative's conditions may be treated as a breach of the Tenant's obligations under this tenancy.

#### 4 SUCCESSION

- (i) Where, on the death of a Tenant, there is a person 'qualified to succeed' him/her the tenancy will vest in the person so qualified and if there is more than one such person the tenancy will vest in the one who is preferred in accordance with sub-section (iii) below. This does not apply where the original tenant was a 'successor' as defined in sub-section (v) below.
- (ii) A person is 'qualified to succeed' the Tenant, if he/she occupied the premises as his/her only or principal home at the time of the Tenant's death and either:
  - a) s/he is the Tenant's spouse
  - b) s/he is another member of the Tenant's family and has resided with the Tenant throughout the period of 12 months ending with the Tenant's death.
- (iii) Where there is more than one person qualified to succeed the Tenant:
  - a) the Tenant's spouse is to be preferred to another member of the Tenant's family or,
  - b) if there are two or more members of the Tenant's family who wish to succeed to the tenancy, either (i) they can agree between them who is to succeed or, (ii) if no agreement can be reached the Co-operative will decide who will succeed.

- (iv) The right of succession shall apply only to periodic tenancies and not tenancies of a fixed term.
- (v) The Tenant is a 'successor' if:
  - a) the tenancy has been vested in him/her by virtue of section 4(i) above or,
  - b) s/he was a joint tenant and has become the sole tenant, or
  - c) s/he became the Tenant on the tenancy being assigned to him/her or in its being vested in him/her on the death of the previous tenant.
- (vi) The right of succession is conditional upon the person entitled to succeed under Section 4(i) becoming a member of the Co-operation.
- (viii) All claims to succeed the tenancy must be made in writing to the Co-operative within one month of the death of the Tenant and be sent to the Registered Office. The Co-operative shall then notify all claimants of the name of the person (i.e. the successor) to whom the tenancy passed.

SIGNED on behalf of the Co-operative

.....  
 .....

SIGNED by the Tenant

.....

DATE .....

If the Tenant feels that the Co-operative has broken this Agreement or not performed any obligation in it, s/he should first complain in writing and forward this to the Registered Office giving details of the breach or non-performance. If the Co-operative fails to deal with the complaint or, in the Tenant's view, continues not to comply with the Agreement, the Tenant can obtain advice and information about his/her remedies in law from a local Citizens Advice Bureau, Law Centre, Housing Aid Centre or from a Solicitor.

# tenancy agreement



