



VIVID HOUSING LTD

Assured Shorthold Tenancy Agreement Market Rent - Monthly

This document is a legal contract between you and **VIVID Housing Ltd (your landlord)**.

It explains the services you can expect from us, and the conditions you must keep to.

Please read this Tenancy agreement carefully before you sign it, and ask us to explain anything you don't understand.

You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.



ASSURED SHORTHOLD TENANCY AGREEMENT WITH MARKET RENT

About us

Our name is VIVID Housing Ltd and we will be your landlord under this agreement. When we refer to “we” or “us” we mean VIVID Housing Ltd (VIVID) and/or any third parties we instruct to carry out work on our behalf.

Our main address is **Peninsular House, Wharf Road, Portsmouth, PO2 8HB**. This is the address to which you can always write to us or send us notices or other documents. We are required to give you this address by Section 48(1) of the Landlord and Tenant Act.

We are a registered charity and we exist to provide affordable rented homes for people who need them. We are also registered with the Homes and Communities Agency. They (or any new organisation that takes over their functions) are responsible for regulating us and give guidance on the way we manage this and other tenancies.

About you

TENANT(S) NAME(S)

You will be the tenant under this agreement. If more than one person is named here, you will be joint tenants. That means that each of you will individually have the full responsibilities and rights set out in this agreement. When we refer to “you” and “your” we mean you and any other joint tenant.

About the property

This agreement is in respect of

PROPERTY ADDRESS

which comprises:

PROPERTY COMPRISES

PROPERTY REFERENCE

Maximum occupancy:

MAXIMUM OCCUPANCY

In this agreement, we refer to this as ‘the Property’

If there is a plan attached to this agreement, it will show the extent of the Property. It will also show whether there is any allocated parking space and if so, where that is.

About your tenancy

Your tenancy begins on:

TENANCY START DATE

And ends on:

TENANCY END DATE

And is an Assured Shorthold Tenancy granted for a fixed term of 6 months and is subject to the terms set out in this agreement.

At the end of the fixed term of this tenancy, you will, if you are still occupying the Property as your only or principal home, become a statutory monthly periodic assured shorthold tenant, unless you have been granted a new fixed term tenancy.

DEFINITIONS

Set out below are some of the expressions that we use in this agreement:

Rent

This is what you have to pay us in return for living at the Property.

Common Parts

These are parts of a building or group of buildings (for example entrances, halls, stairways, lifts, passageways and rubbish chutes) that do not fall within your tenancy but which you use in common with other persons.

Private Drainage System

This is a system of drains and/or tanks (which may serve just the Property or which may be shared with other properties) which is not connected to a mains drain or sewer.

Inventory and Schedule of Conditions

The list of contents and description of the condition of the Property attached to this Agreement and signed by the parties.

GENERAL TERMS

1. These are the terms on which we are willing to grant you this tenancy. It is very important that you read them carefully. If there is anything that you do not understand, please ask us.

Payments for the Property

(1) You must make a payment to us in return for being entitled to live in the Property. Payment should be made by direct debit, unless otherwise agreed with us. This payment is referred to in this agreement as the 'Total Rent'.

(i) The monthly Total Rent for the Property at the start of the tenancy will be: **£MONTHLY RENT**

If the tenancy starts on any day other than the first of the month, a proportion of the monthly rent will be payable until the end of the month together with the first complete month's rent.

A deposit is payable on or before the date of the tenancy. The deposit will be: £ This deposit will be held in accordance with our obligations under section 213 of the Housing Act 2004 and the Deregulation Act 2015. It will be dealt with in accordance with an authorised deposit protection scheme and we will provide you with the information required within 14 days of receipt of the deposit. Clause 8 (1) sets out what you agree we can deduct from this deposit before it is returned to you once the tenancy has ended.

- Changes in rent**
- (2) We may change the rent on the first Monday on or after 1st April following the start of this agreement and then on the first Monday on or after 1st April in each year after that.
 - (3) We will give you at least one month's notice in writing of any change. The notice will specify the revised rent and the date you need to start paying it.

- Service of notices**
- (4) If we need to give you any legal notice relating to this agreement, it will be validly served if we:
 - post it to you.
 - place it through, under or on any outside door or prominent part of the Property.
 - give it to anyone who is in or on the Property when we visit.
 - hand it to you.

We may choose which method we use to serve a Notice on you. It is your responsibility if absent for any length of time, to make arrangements for the collection or forwarding of mail.

- Third parties**
- (5) The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you, us and Vivid, as our managing agent.

Changes to this agreement

- (6) We may wish to change some of the terms of your agreement. If we do, we will write to you and any other tenants affected to explain the proposed changes and allow a reasonable period for you to tell us about any comments you may have. If we then decide to proceed we will send you a notice of variation which will take effect at least four weeks after the date on which the notice is given to you.
- (8) We will not make any changes that have a significantly adverse effect on you unless it is reasonable to do so in order to bring the agreement into line with changes in the law or good housing management practice.
- (9) In addition to changes made by us under Clauses 7 and 8 above, the agreement can be changed at any time if we both agree in writing.
- (10) You acknowledge that you have been provided with a Schedule of Condition and Inventory for the Property and agree that:
 - (i) Items in the inventory that have no comments to the contrary are deemed to be in good order and condition.
 - (ii) The Landlord or its agent will be granted access to review any areas where the tenant disputes the condition as listed in the inventory, within ONE WEEK of the commencement of the Tenancy.

11.1 This agreement creates a single tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term

Break Clause

- 11.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 11.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause

OUR OBLIGATIONS

2 We agree:-

Possession

- (1) To allow you to take possession of the Property on the date that this agreement begins. The actual date that you are able to move in may be different.

Once you have moved in, we will not interrupt or interfere with your right to occupy the Property unless:

- (i) We are entitled to obtain access in accordance with the provisions of this agreement.
- (ii) We are entitled to bring the tenancy to an end in accordance with Clause 5.
- (iii) We have obtained a Closure Order or injunction excluding you from the Property.

If we need to redevelop or carry out major repairs to the property, it may be necessary for you to move out or we may end the tenancy.

Repair of the structure and exterior

- (2) We will keep in repair the structure and exterior of the Property including:
- (i) drains, gutters and external pipes, including any Private Drainage System that forms part of the Property or (where the Property is part of a larger building) is owned by us or under our control;
 - (ii) the roof but not including any aerial or satellite equipment that we did not erect;
 - (iii) foundations, outside walls, outside doors (including door jambs, thresholds, letterboxes, locks and handles), windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
 - (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
 - (v) chimneys, chimney stacks and flues including sweeping chimneys once a year where the appliance is owned by us;
 - (vi) principal pathways, steps or other means of access;
 - (vii) major plasterwork (except minor cracks and blemishes);
 - (viii) integral garages and stores erected by us;

- (ix) boundary walls and fences owned by us.

We are not responsible for repairing anything which you (or someone who is at the Property with your consent) have damaged either deliberately or by failing to take proper care of the Property.

We are also not responsible for repairing anything that has been added to the property by you or by a previous tenant.

Repair of installations

- (3) We will keep in repair and proper working order any installations in the Property for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:
- (i) basins, sinks, baths, showers, toilets, taps (except washers), flushing systems and waste pipes;
 - (ii) electric wiring including sockets and switches, gas pipes and water pipes;
 - (iii) water heaters, fireplaces, fitted fires and central heating installations;
 - (iv) solar panels, heat pumps and wind turbines;
 - (v) light fittings.

We are not responsible for repairing or keeping in working order anything which you (or someone who is at the Property with your consent) have damaged either deliberately or by failing to take proper care of the Property.

We are also not responsible for repairing any installations or appliances (for example showers or washing machines) that you or another tenant has installed in the Property.

Repair of common parts

- (4) We will take reasonable care to keep any Common Parts and any other common facilities reasonably safe and fit for use by you and anyone living with you or visiting you.

External decorations

- (5) We will decorate the outside of the Property and any communal areas periodically, if we deem it to be necessary.

Insurance

- (7) We will insure the Property. We are not responsible for anything belonging to you. You must take out your own insurance against all usual risks, including accidental damage.

YOUR OBLIGATIONS

- 3. It is important that you keep to the terms set out below. If you break any of them, you may put your home at risk. You agree to the following:**

- Possession**
- (1) To take possession of the Property on the date on which this tenancy begins. You must tell us in writing and if possible in advance if you expect to be absent from the Property for more than 28 days at a time providing a forwarding address and a name of someone that can be contacted in an emergency. If you fail to do so, and we are forced to break into your home, you will be recharged for any reasonable costs incurred by us.
- Rent**
- (2) To pay the Total Rent as set out in Paragraph 1 Clause 1(i) of this agreement.
 - (3.i) In the event of any instalment of Rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then you agree to pay interest on such sums at the rate of 5% per annum above Barclays Bank plc base rate from time to time from the date upon which the same became payable until payment
 - (3.ii) The Landlord appoints Vivid to receive the Rent on its behalf and the Rent shall be paid by bank direct debit and details of Vivid's account number will be provided on the signing of this agreement.
 - (3.iii) The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his possession monies in respect of the Deposit
- Outgoings**
- (4) To meet all outgoings applying to the Property for which you are responsible, including water, electric, gas charges and council tax. In particular
 - 1) Pay all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If we are held responsible by law for the payment of any of these bills you agree to refund to the us the amount covering the duration of this tenancy.
 - (2) Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of you or your agents.
 - (3) Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the duration of this agreement, unless the tenancy is lawfully terminated.
 - (4) Pay the reasonable costs of us or our agent for each letter we, acting reasonably, have to send to you concerning breaches of the tenancy agreement.
 - (5) Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.

(6) Pay for the entire invoices and costs of any contractors that the you arrange without having previously obtained our authority, unless acting reasonably to effect emergency repairs for which we are liable.

(7) Pay us for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the us or our Agent when the you moves out.

(8) Pay any excess on our insurance if the claim results from the negligence, misuse or failure to act reasonably by you or any of your visitors or friends.

(9) Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the tenancy, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the us to fulfil our repairing obligations.

(10) Pay any costs incurred by the us if, contrary to the terms of this agreement, you permit the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, you use the property in such a way as to require it to be licensed. This will usually happen if you permit additional people, of any age, to live in the property.

(11) Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.

(12) Where you request a repair and on inspection the problem has been caused by your failure (for example drains blocked by the your waste or boiler repair claims caused by not having any credit on a utility meter), the you agrees to be responsible for the reasonable cost of the contractors visit

Behaviour of household members and visitors

(5) As a tenant, you are responsible for your behaviour and the behaviour of anyone who lives at or visits the property. Therefore, you and all household members and visitors must not do anything which would break any of the terms in this agreement.

Use of Premises

(6)
(i) To use the Property only for the purposes of living there. You may not carry on any business at or from the Property, including, for the avoidance of doubt, short term (Air B'n'B style) lets. You must also not exhibit any business or trade sign or advertisement.

You or any person who resides at or visits the Property must not use the Property or any communal or shared areas (where applicable) for any illegal or immoral purpose (including but not limited to prostitution, storing stolen goods and the growing, making, sale, supply, possession, storage or use of illegal substances). If, as a result of such activities, police officers or other public officials need to gain entry to the Property by force, you the Tenant will be responsible for the costs of repairing any

damage. If you fail to do so, you will be recharged for any reasonable costs incurred by us.

- (ii) You must comply with any estate rules or similar regulations that apply to the Property and with any covenants, conditions or obligations. You will be informed if any of these apply at the beginning of your Tenancy. In particular, if the Property is subject to a restriction on certain age of persons who may reside there, you must not allow anyone to reside in the Property who is under that certain age

**Nuisance and
Anti Social
Behaviour**

- (7) We want all of our tenants to be able to live peacefully in their homes. We are committed to taking strong action against those who cause nuisance or annoyance to others.

You agree that you, members of your household or visitors will not do anything which causes or is likely to cause a nuisance or annoyance to:

- (i) Our other tenants.
- (ii) Any other persons in the neighbourhood.
- (ii) Our agents, employees or contractors.

Examples of the conduct that could cause a nuisance or annoyance include:

- Playing loud music or amplified sound
- Being noisy in other ways, including by shouting or slamming doors.
- Being abusive to others.
- Behaving in an intimidating or threatening manner to others.
- Regularly using foul language so that others can hear it.
- Allowing dogs to bark excessively.
- Not cleaning up any mess left by your pets.
- Causing damage to property belonging to other people.
- Gang related activity
- Rubbish dumping
- Drink or drug related disorder, including having numerous visitors to the property

This is not a complete list and you must not do anything else which causes or is likely to cause a nuisance or annoyance to others.

Community Responsibilities

You are also responsible for dealing with anti-social behaviour. We expect you to try and resolve disputes with your neighbours directly and to be tolerant of different lifestyles. You are encouraged to make use of mediation services where these are available. You should also consider whether it may be more appropriate to report issues that you cannot resolve to other agencies such as the local authority environmental health department or the Police.

- Abuse of Staff** (8) You or any person who resides at or visits the Property must not injure, threaten, abuse, harass or cause nuisance or annoyance towards any of our employees, agents or contractors.
- Harassment** (9) You or any person who resides at or visits the Property must not harass, or threaten to harass or cause nuisance or annoyance to others on any grounds, including the grounds of race, ethnicity, gender, religion, sex, age, sexual orientation or disability, or interfere with the peace and comfort of neighbours, other people living in the neighbourhood or anyone visiting the neighbourhood of the Property. This includes employees of VIVID, its agents and contractors.
- Domestic Abuse** (10)
- (i) You or any person who resides at or visits the Property must not cause anyone living with you to leave the Property because of violence or fear of violence.
- (i) You or any person who resides at or visits the Property must not harass anyone or use mental, emotional or sexual abuse which causes any person who lives with you to leave the Property.
- Pets** (11) You agree you will not keep any animals or birds of any type in the property, without first obtaining our prior written consent, such consent will not be unreasonably withheld. Consent may be withdrawn at any time in the event that your pet causes nuisance or annoyance to other residents or occupiers of the Building. You agree you will remove any pets that we believe have breached this clause if we ask you to do so. If you do not remove any pets/animals after we have asked you to do so, we may take legal steps to force you to remove it, or to end this tenancy.
- Inflammable materials** (12) Not to use or store in the Property (including any store, shed or garage) any flammable materials.
- Repairs you are responsible for** (13)
- (i) You are responsible for any damage to the Property and/or shared communal areas or facilities caused by you and/or any person, pets or animals residing with you or visiting the Property. This includes any damage caused accidentally, wilfully, recklessly or negligently.
- (ii) With the exception of fair wear and tear, any damage to the Property or the common parts must be made good by you. If you fail to make good any damage that you are responsible for, then we may carry out such repairs and you would then be responsible for any reasonable costs incurred. You must keep the Property and Contents in good and clean condition and shall return the Property and Contents to Us at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition

- (iii) You must maintain the inside of the Property:
 - (a) in a clean and tidy condition;
 - (b) free from pests and vermin; and
 - (c) decorated to a reasonable standard

- (iv) You are responsible for carrying out minor repairs to the Property using suitably qualified tradesmen where appropriate. Such works include but are not limited to:
 - (a) maintaining or replacing your own fixtures and fittings such as curtain tracks, fuses, light bulbs, electrical appliances, television aerial equipment, fluorescent tubes and motors;
 - (b) replacing lost keys, replacing locks and/or having spare keys cut;
 - (c) repairing cookers and fridges etc.;
 - (d) unblocking sinks, wash basins and waste pipes. Replacing plugs and chains on sinks and wash hand basins and replacing toilet seats;
 - (e) minor plaster repairs;
 - (f) replacing gates and fences;
 - (g) plumbing in washing machines and connecting cookers (cookers must be connected using a qualified engineer);
 - (h) modifying of doors after you have fitted new carpets;
 - (i) replacing broken glass (i.e. glazing) except when caused by vandals or criminal activity undertaken by persons not associated with your property, provided a Police Incident Number is obtained;
 - (j) repairing and maintaining your own shed;
 - (k) supplying and/or replacing draught excluders;
 - (l) bleeding radiators;
 - (m) supplying and fitting cylinder jackets;
 - (n) replacing batteries in smoke alarms;
 - (o) maintaining and repairing any changes you have made to the Property which have been made with our written permission in accordance with Clause 14 below;
 - (p) maintaining and repairing items gifted by us to you as part of the Tenancy such as carpets or white goods etc.
 - (q) You shall keep the inside and outside of all windows that you can reasonably reach clean

Reporting disrepair

- (14) To report promptly to us any disrepair or defect for which we are responsible in the Property or any Common Parts.

Changes to the Property

- (15)
 (1) Not to make any alterations and additions to the Property or anything in it that belongs to us, including the erection of: CCTV, a television or satellite aerial and external decoration.

Damage to walls or surfaces

- (2) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage. A reasonable amount of picture hooks and shelving are permitted in rooms at the

property, however, all walls are to be made good and redecorated by the tenant in the same colour before vacating or be liable for fair cost of us making good any unreasonable damage marks or holes caused by such fixings on their removal. Not to allow flags, placards sign, poster of any description to be displayed as to be visible from outside the property. Not to obscure the windows of the property or erect further window dressing with any other material than the fixed white roller blinds already provided by us.

Access

(16)

- (i) You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or routine servicing to the Property or any adjoining land or building.
 - (ii) We will normally give a minimum of 24 hours' notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.
- (11) If we force entry when you are in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.
- (12) If either we or you have served a notice to end the tenancy, you must also allow us access for the reasons set out at clause 6 (5) of this Agreement.

Health and Safety checks

(17) Your Responsibilities

- (i) You must allow our workers or people sent by us into your home at all reasonable hours of the day to inspect and carry out maintenance, repairs and improvements to your home or to any adjacent property. We will normally give you at least 24 hours' notice when we need to enter your home. However, you agree that if we need to obtain access in an emergency, we may if necessary force access if you are not present or if access is not given immediately. If we do this, we will repair anything that is broken as a result unless the reason for obtaining access is something that you have done in breach of the terms of this Agreement.
 - (ii) **You must** allow us or people sent by us access to your home to service gas appliances that we own. **If access is denied, you could be putting yourselves and your neighbours at risk and this may result in legal action being taken against you.**
- (18) You or any person who resides at or visits the Property must not:

Parking and roadways

- (i) park or cause to be parked any vehicle on the Property or on any land belonging to us except in defined parking areas and only in a manner permitted or required by us or in accordance with any regulations or byelaws.
- (ii) park any vehicle on the Property unless there is a properly constructed hard standing or garage together with a dropped pavement crossing.
- (iii) park any untaxed, uninsured or unroadworthy vehicle on the Property or on any land belonging to us. You should seek our written permission to keep any vehicle at the Property subject to a SORN (Statutory Off Road Notification).
- (iv) park any motorised vehicle or pedal cycle so as to block any roadways or access routes for any person residing in or lawfully in the neighbourhood of the Property.
- (v) park any trailer, caravan, motor home or commercial vehicle at the Property without written permission
- (vi) park any motor vehicle, motor home, caravan, boat or trailer on any grass verges, pathways or open spaces that are not intended for such parking without written permission
- (vii) carry out vehicle repairs (other than reasonable minor repairs to vehicles belonging to you) at or in the vicinity of the Property, including on any grass verge, path or roadway adjoining or near the Property.

By signing this Tenancy Agreement you, the Tenant, authorise us to remove from its own land vehicles belonging to you that are parked in breach of this Tenancy Agreement. You the Tenant will be responsible for our reasonable costs in remedying a breach of this term of the Tenancy Agreement by you or any person who resides in or visits the Property.

Mobility vehicles (19)

- (i) You must not keep a mobility vehicle in the communal or shared areas without permission or otherwise so that it blocks or impedes the use of any fire exit or fire door.
- (ii) Mobility vehicles must not be stored or charged in internal communal areas unless in an area designed for that purpose. Any unauthorised vehicles may be removed and you will be required to pay for the reasonable costs incurred in removing and storing such vehicles.

Garden and External Areas (20)

- (i) You must maintain garden hedges, shrubs and trees on the Property for which you are responsible in a tidy and manageable state and not remove any hedges, trees or fences without first obtaining permission

- (ii) In any garden for which you are responsible you must cut the grass regularly in the growing season and weed any borders.
- (iii) You must not plant trees in your garden without our permission. We will not unreasonably withhold such permission but will take into consideration the suitability of any trees to be planted and the size of your garden or the communal garden area. If you do not obtain permission we may require you to remove them and you will have to pay our reasonable expenses in doing so.
- (iv) You are responsible for maintaining any shed, greenhouse or other structure in your garden, unless we have accepted responsibility for the repair and maintenance of such structures.
- (v) You must not use any part of the garden for storing or keeping scrap, scrap metal, rubbish, vehicle parts or any other materials that may cause a nuisance or annoyance to your neighbours or damage the garden or communal area.
- (vi) You must not erect any structures in any garden or external or communal areas such as sheds, garages, outbuildings or hard standing until you have obtained our permission.
- (vii) Tenants in flats or apartments are responsible for maintaining both the communal front and rear gardens unless we have accepted responsibility for the maintenance of such areas.

Common Parts

- (21) Common Parts are for the use of everyone who shares them. You are expected to respect this and to accept your fair share of the work required to keep them in a reasonable condition. Therefore, you agree:
 - (i) To use any Common Parts in a reasonable manner.
 - (ii) Not to place or store anything in any Common Parts or otherwise obstruct their use by other persons. This includes, but is not limited to scooters, prams and bicycles.
 - (iii) To help keep any Common Parts clean and tidy.
 - (iv) Not to throw any article from any landing, balcony, corridor or window.
- (13) To observe any reasonable regulations that we make regarding the use of the Common Parts. We will introduce such regulations only after consulting you and other tenants affected and then giving you written notice of them.
- (14) Not to use any electric socket within the common parts for your own use.

- Refuse and hoarding** (22)
- (i) You must ensure that all refuse and household waste is put into appropriate bin bags, chutes or containers used for the purpose of refuse disposal and is not left in any communal areas or gardens. Where applicable, such waste and refuse should be placed in areas designed for bins where such are provided.
 - (ii) You or any person who resides at or visits the Property must not leave, dump or dispose of any refuse, including bulk refuse such as old furniture, in shared or communal areas at the Property or in any garden area. If you do you will be recharged for its removal.
 - (iii) You must not allow the property to become hoarded with excess belongings, rubbish or food waste. You must comply with our directions for the removal of such items and any advice given to you by the Fire Service or Environmental Services. **Failure to do so will be a breach of this agreement and may result in legal action being taken against you.**
- Private Drainage System** (23) If the Property is connected to a Private Drainage System, there may be limits on what is put into the drains of the Property due to the nature of the System itself or because of the requirements of environmental health legislation. You must comply with any limitations that we notify you of and any other instructions for the use of the System.
- Assignment** (24) Not to transfer the tenancy to anyone else unless:
- (i) This happens as a result of a Court Order under the Matrimonial Causes Act 1973 or the Family Law Act 1996. If the Property does become the subject of such proceedings you must tell us immediately and supply us with particulars of those proceedings as we may object.
 - (ii) You are joint tenants and you wish to transfer the tenancy to one of you only, or you are the only tenant and you wish to make someone else a tenant of the Property jointly with you.
- In case (ii) above, you must ask us first and get our written permission.
- Overcrowding** (25) Not to allow more persons to live in the Property than the maximum occupancy figure stated in this agreement.
- Lodgers** (26) Before taking in any lodger to inform us of the name, age and gender of the intended lodger and of the accommodation within the Property that he or she will occupy and ask us for our permission. We will not unreasonably withhold permission.
- Sub-letting** (27) Not to grant a sub-tenancy of the Property or any part of it.

ENDING THE TENANCY

4. You may end the tenancy as follows:

- (1) You must write to us and give us at least one month's notice of the date when you wish to end the tenancy. If this is a joint tenancy, a notice by one joint tenant, whether with the knowledge or consent of any other joint tenant will be a valid notice ending the tenancy.

The notice must expire on the date when your rent would normally fall due. We can, if we want, choose to accept a shorter notice period or waive the condition that it must expire on a rent day, but we are not obliged to do so.

5. We may end the tenancy as follows:

Assured shorthold tenancies

- (1) You have an Assured Shorthold tenancy for a fixed term of 6 months. At the end of the period, if you continue to occupy the Property as your only or main home you will become an Assured Shorthold monthly periodic tenant.

Ending your tenancy S21 notice

- (2) We can end your tenancy by giving you two months' written notice (a notice requiring possession under s21 of the Housing Act 1988). We do not have to give you any reason for doing this. We cannot serve a notice of this kind in the first 4 months of the fixed term of the tenancy.

S8 Notice

- (3) In addition or alternatively, we may give you a notice under Section 8 of the Housing Act 1988 (a notice seeking possession) at any time on one or more of the grounds set out in schedule 2 to that Act.

Loss of assured status

- (4) If at any time for any reason your tenancy stops being an assured shorthold tenancy (for example because you cease to occupy the property as your only or main home) we will normally give you a notice to quit. This will give you four weeks' notice that we intend to end the tenancy before we commence possession proceedings.

Viewings and Inspections

- (5) Once either you or we have given notice to end the tenancy or an order for possession has been made, you must allow:
 - (i) Potential tenants to view the property provided that they are accompanied by our representative.
 - (ii) access for us to inspect the Property in order to ensure that you will leave it in a reasonable condition.
 - (i) Us to erect a board to show that the property is for sale or to let, during the last month of your tenancy

Moving Out

- (6) (1) You must give us vacant possession of the property and return the keys of the Property to us by the time that any notice expires or order for possession takes effect. If you fail to return the keys to us, you agree to pay our reasonable charges incurred in changing the locks and securing the property.

(2) The Property and anything in it belonging to us must be left in good repair and condition. You must remove all furniture, personal possessions and rubbish from the Property and from the Common Parts.

(3) If you do not leave the property in good repair and condition, free of furniture and personal possessions and rubbish we will charge you a sum equivalent to the rent until the Property is ready to be let to another tenant. We will also recover from you the cost of any removals, repairs, cleaning or storage.

Property left behind

- (7) If you leave anything in the Property, you agree that we may dispose of it in any way we see fit. You must pay to us the cost of disposal.

You agree that if we receive any monies for any items disposed of, we may use or donate them for our or another body's charitable purposes.

YOUR RIGHTS

7. You have the following rights:-

Right to information

- (1)
 - (i) We will treat all information we receive in relation to this Tenancy in accordance with the Data Protection Act 1998 (as amended). We will provide you with a copy of our Data Protection Policy upon written request.
 - (ii) We will allow you to have reasonable access to personal information we hold about you (as long as someone has not given us this information in confidence). You can correct your information, or record your disagreement with any information we hold. Once you

request this we will arrange this access within 42 days of receipt of your request. If you need any copies of information, you will have to pay a reasonable fee to cover our expenses.

- (iii) If you leave the Property owing rent or any other money to us, you agree we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave the Property owing money in respect of electricity, gas, water, telephone, council tax or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.
- (iv) Otherwise, we will not give information about you or other people living with you to anyone else without your permission unless:
 - (a) it is in the public interest to do so, to prevent or detect crime, or when considering whether to take legal action; or
 - (b) in connection with police investigations; or
 - (c) in connection with investigations of benefit fraud; or
 - (d) it would put a child at risk if we did not do so; or
 - (e) a Court orders us to release information.

Full details are contained in our Data Protection Policy, a copy of which can be supplied on request.

Succession

- (4)
 - (i) In certain circumstances, someone else may be entitled to live in the Property after you pass away:

(ii) Succession to joint tenant

If there is more than one tenant, the tenancy will on the death of one of you pass to the other.

Or

(iii) Succession to partner

Provided that you are the sole tenant and are not yourself a Successor, your partner (whether or not married to you or in a civil partnership with you) will succeed to the tenancy as long as he or she occupies the Property as his or her only or principal home at the time of your passing.

Complaints

- (5)
 - (i) If you feel that we have not delivered the service that you expect, you can make a complaint. This will be dealt with in accordance with Vivid's complaints policy which meets all requirements of the Homes and Communities Agency or other equivalent body as laid down from time to

time. A copy of the Complaints policy will be provided to you on request.

- (ii) If you consider an issue to be unresolved after progressing through our Complaints procedure, you have the right to refer the matter to the Independent Housing Ombudsman Service. You can also get advice from the Citizens Advice Bureau, Housing Advice Centre, Law Centre or Solicitor.

SPECIAL CONDITIONS

8. SPECIAL CONDITIONS OF TENANCY

Special Conditions

- (1) the Following are special conditions of the tenancy which you agree to:

Smoking is not permitted by the tenant or visitors of the tenant in the Property.

Periodic Visit A periodic visit at the property by the Landlord or the Agent will be arranged after approximately three months of the tenancy and every six months thereafter with written notice to the tenant

TV Licence To purchase at the Tenants own expense the appropriate television and broadcasting license in respect of any television in the premises

Meters Not to have or allow a key meter to be installed or any other meter, which is operated by insertion of coins or pre paid card or key without prior consent of landlord or its agent.

Deposit You agree that if you owe us any money in respect of rent or other sums due under the terms of this tenancy agreement or if we expend money enforcing the terms of this agreement, including court costs, that all or any of those sums can be taken from your deposit and only any surplus will be returned to you.

Utility Supply Agreement

- (2) You agree (if required by us) to enter into a utility supply agreement (the "Supply Agreement") with us or a company specified by us for the provision of heating and hot water to your home.

- (3) You shall not enter into an agreement for the supply of heating and hot water to the property with any energy provider, other than as directed by us.

- (4) You shall pay to us, or to any company that we direct, all monies due in respect of your heating and hot water in accordance with the Supply Agreement (such amount to include any standing charge or maintenance charge) in respect of your home by direct debit or as we or our designated energy provider may require

- (5) You agree and acknowledge that any monies due to us under clause 8 (4) above are to be paid as if it were rent and that, as such, if you fail to pay any monies due under that clause then we will be able to take such action that would be open to us if rent were in arrears including possession proceedings under grounds 8, 10 and 11 of Schedule 2 Housing Act 1988 or by serving a s21 notice to end the tenancy and claiming for a judgment debt in respect of any sums due.
- (6) You agree and acknowledge that if we have nominated a company to invoice, and/or collect, your charges under clause 8 (4) above, it is a condition of your tenancy that you will pay your charges on time and a failure to do so could result in your tenancy being ended and/or possession proceedings being brought against you.

Data Protection Statement

- (1) Meaning of “Personal information”
For the purpose of this clause personal information means any information we may hold about you. If you have any queries about how we collect or use your personal information you should contact us.
- (2) What we may use personal information for
You acknowledge that we will hold and use (“process”) personal information relating to you. We may also process personal information about other people that live at the property. You acknowledge that we will process all personal information obtained under this agreement (or from our interactions with you, and our interactions with others) for the following purposes:
- to carry out our obligations under this agreement;
 - to carry out our obligations for general management of the estate and your property;
 - to enforce our rights under this agreement;
 - to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);
 - to carry out our obligations to our other tenants.
 - to comply with any other legal obligation
 - for research, consideration of new proposals or to tell you about the services we offer to our tenants and,
 - to prevent fraud we may use third party credit reference (CRA) or fraud prevention (FPA) agencies.

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Statement which can be found on our website

- (3) Who we may obtain information from, and who we may pass personal information to:
In order for us to carry out the above purposes, we may need to obtain personal information about you from, or to pass on personal information relating to you to, any third party as we may decide in order to carry out the above functions. These third parties may include:
- any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;

- law enforcement officers;
- social services and benefits agencies (particularly in relation to housing benefits);
- local authorities;
- support agencies, and
- professional advisers.

If you leave your home owing rent or any other money to us, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, we may also pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

(4) Seeing your personal information: You have the right to inspect your file and computer information. You can let us know about any inaccuracies or disagreements. Please contact us if you would like to exercise your rights in this regard as there are procedural and legal steps that may need to be completed. [We may withhold personal information where we have the legal right to do so, for example:

- information which identifies a third party who has not given their consent for the information to be passed on,
- information that is the subject of legal privilege, which would prejudice the prevention or detection of crime, the proper recovery of taxes or equivalent measures, or fraud detection if disclosed; is subject to legal restrictions against disclosure; or where disclosure would prejudice us establishing, exercising or defending our legal rights;
- information which could cause physical or mental harm to an individual;
- information which could cause commercial or financial damage to us.

We will normally tell you the legal reasons why we may have to withhold certain personal information, should you request it.

Declarations

Your Declaration

I/we acknowledge receipt of the terms and conditions of the Tenancy

I/we agree to accept this Tenancy and the terms and conditions set out in the Tenancy Agreement and agree to be bound by them.

I/we have not given false or misleading information in order to obtain this Tenancy and have not failed to disclose any relevant information to my landlord or VIVID. If my landlord or VIVID subsequently discovers that false or misleading information has been given to obtain the Tenancy, I/we understand that I/we could lose our home

I/we understand that I/we are responsible if I/we, any member of my/our household or any visitor breaches the conditions of this Tenancy Agreement.

I/we give the police, the local authority, housing benefit authority or any other relevant organisation or body, permission to provide to my landlord

or VIVID any personal information relating to me/us that VIVID may need to manage this Tenancy.

Important – This Tenancy Agreement contains terms and obligations of the Tenancy. You should read it carefully to ensure it does not contain anything that you are not prepared to agree to.

If you do not understand this Tenancy Agreement or anything in it, it is strongly suggested that you ask it to be explained to you before you sign it. You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

Signed on behalf of VIVID

Print :	Sign:	Date : Select a date
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Signed by the Tenant(s)

Lead Tenant Signature	Print :	Sign:	Date : Select a date
Joint Tenant Signature	Print :	Sign:	Date: Select a date