

Contractual Tenancy Agreement for Fully Mutual Housing Co-operatives

The co-operative: means **20/20 Housing Co-operative Limited**
Registered Address Of: 16 Park Road,
Moseley, Birmingham, B13 8AB

Registered as a Fully Mutual Housing Co-operative under the Co-operative and Community Benefit Societies Act 2014 (previously under the Industrial and Provident Societies Act 1965) under Register Number 24566R and with the Homes and Communities Agency Number C3489

The Tenant(s): means

- 1..... (Membership No)
2.(Membership No)
3. (Membership No)
4. (Membership No)

National Ins No:

Address: In respect of:

Description of:
Premises

Date start of
Tenancy:

The tenancy begins on **Monday**
With an initial term of one week and continuing weekly thereafter. The tenancy can be terminated by either the Co-operative or the tenant by giving 4 weeks notice in writing to the relevant addresses given above.

Any legal notice, or any other communication arising from this Agreement, shall be validly served on you if posted or delivered to your Address.

The terms of the tenancy are set out in this Agreement.
Nothing in this agreement alters or fetters the right of the Co-operative to serve a Notice To Quit to terminate the Tenancy as outlined above.

CONDITIONS OF TENANCY

This tenancy is granted on the condition that:

Housing Need:

The Tenant shall not be at any time the owner of nor 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 and abide by the terms of the Co-operative's Membership Policy/Agreement.

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

GENERAL TERMS

1 IT IS AGREED AS FOLLOWS:

- (1) The rent and other charges payable in respect of the Premises at the date of this Agreement shall be:

Rent and other Charges

	£	p
Rent		per week
Service Charge		per week
Total Payable		per week

Service Charges

- (2) 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.

Changes in Services

- (3) 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.

Changes in Rent

- (4) 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.
- (5) Any change in the rent payable shall be notified to the Tenant by the Co-operative in writing not less than four weeks in advance of the date from which the increased or decreased rent becomes payable. The notice shall specify the Rent and the Service charge elements as well as the total payable.

Altering the Agreement

- (6) In addition to the changes that may be made as above, variations to this Agreement may be made either by agreement in writing between the co-operative and its member, or by the co-operative pursuant to a resolution passed at a general meeting in accordance with co-operative policy and procedure.

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:

Possession

(1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

Tenant's right to Occupy

(2) Not to interrupt or interfere with the Tenant's right to possession of the Premises and will not disturb the Tenants peaceful occupation of the Premises except where:

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

Repairs:

(3) To keep the structure and exterior of the Premises (with any Common Facilities) in good repair and condition as required by Section 11 of the Landlord and Tenant Act 1985 (as amended). This includes:-

- (i) drains, gutters and external pipes;
- (ii) the roof;
- (iii) outside walls, outside doors, windowsill, 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 keeping them cleaned or swept;
- (vi) pathways, steps or other means of access to and through the Premises;
- (vii) plasterwork;
- (viii) integral garages and stores;
- (ix) boundary walls, gates and fences.
- (x) Broken window glass but only where it can clearly be shown not to have been broken by the Tenant or any member of the Tenants household or by visitors to the Property.

- Installations** (4) To keep repair and working order any installations provided by the Co-operative serving the premises for
- (i) space heating,
 - (ii) water heating and sanitation and for the supply of water,
 - (iii) gas and electricity (but only when those facilities have been supplied by the Co-operative at the commencement of the Tenancy or since the Tenancy began in accordance with the Landlord and Tenant Act 1985 (as amended) including:
 - (iv) basins, sinks, baths, toilets, flushing systems and wastepipes:
 - (v) electric wiring including sockets and switches, gas pipes and water pipes:
 - (vi) water heaters, fireplaces, fitted gas fires and central heating installations.
- Communal Area** (5) If the premises is a flat 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.
- External** (6) To keep the exterior of the Premises and any common parts in a good state of decoration.
- Insurance** (7) To insure the Premises against loss or damage by fire and also maintain public liability insurance (please note that this does not include the Tenant's personal belongings eg furniture, clothes, etc).
- Damage** (8) 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.

THE TENANT'S OBLIGATIONS

3 THE TENANT AGREES:

- Possession** (1) 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.
- Rent** (2) To pay the rent and Service Charges other charges weekly.
- To pay all other charges in relation to living in the Premises including water charges Council Tax and others costs of other services supplied to the Premises including gas, electricity and telephone.
- Use of Premises** (3) To use the property for his or her principle place of residence living there for 9 months or more of each year
- If you (the Tenant) and your family want to move out of the

house or flat for a temporary period, 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 allow the premises to become 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 and the responsibility for payment of the Rent and other sums under this agreement shall remain with the tenants.
- (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 including the provisions of this agreement.

To perform and observe any general regulations affecting the Premises determined by the Co-operative in general meeting. Such regulations shall be held with the Policy papers of the Co-operative at the Co-operatives offices and would be open to inspection by the Tenants during normal office hours

Nuisance

- (4) Not to cause a nuisance or annoyance to neighbours, or other members of the Co-operative or their guests or visitors or allow other persons who occupy or visit the Premises to cause any such nuisance or annoyance.

Harassment

- (5) 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.

Noise

- (6) 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 11.00 pm and 7.30 am.

- Pets** (7) The tenant may only keep dogs with the permission of the Co-operative such permission may be withdrawn if in the view of the Co-operative the dog causes any nuisance interference or annoyance to other residents or members of the Co-operative. To keep under control any animals kept at the Premises.
- Internal Decoration** (8) To keep the inside of the Premises including the internal and external parts of the windows and doors in good clean and tenable condition and to decorate all internal parts of the Premises as frequently as is necessary in a proper manner to keep them in good decorative order and in a good and clean condition.
- Damage** (9) 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 the window or doors, and the repair or replacement of any damaged fixtures and fittings and installations. If the tenant fails to make good any damage for which he/she is responsible, the Co-operative may enter the property and then carry out the work in default and the cost of the work shall be recoverable from the Tenant.
- Reporting Disrepair** (10) To report to the Co-operative promptly any disrepair or defect for which the Co-operative is responsible in the structure or exterior or the Premises or in any installations therein or in the common parts.
- Residential Use** (11) To use the Premises as the tenants only or principle place of residence and shall use the Premises for residential purpose only and not to operate a business at the Premises without first obtaining the written consent of the Co-operative.
- Access to Workmen, etc** (12) To allow access to the Co-operative's workmen or employees at all reasonable hours of the day time 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).
- Assignment of Tenancy** (13) Not assign the tenancy to any other person or sub-let the tenancy to any other person
- Overcrowding** (14) Not to allow more than persons to reside at the Premises and not to allow the Premises to become statutorily overcrowded
- Lodgers** (15) 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.
- Heaters** (16) Not to use any paraffin, oil, or bottled gas stove or heater (paraffin heaters often cause condensation and are sometimes dangerous) and shall not do or allow anything to be done that may make the Co-operatives insurance invalid or more expensive or be offered on more onerous terms
- Illegal Use** (17) Not to use the property for any illegal or immoral purpose.
- Garden** (18) To keep any gardens in a clean neat and tidy condition.
- Use of Private Roads** (19) Neither ball games nor cycling are permitted on private roads which are the property of the Co-operative.
- Ending the Tenancy** (20) 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 must make good any damage caused by the removal of any installations or belongings of the Tenant. The Tenant should on the date of vacation return to the Co-operatives office all keys for the Premises. The Co-operative takes no responsibility for any items left at the Premises by the Tenant at the end of the Tenancy (and may dispose of any such items left without reference to the Tenant and shall be entitled to keep the proceeds of sale of any such items)
- Costs** (21) The Tenant shall be liable to the Co-operative for any money the Co-operative spends as a direct result of any breach of the Tenants obligations under the term of this Tenancy Agreement such sums to be payable within 14 days of the Co-operative informing the Tenant in writing that it has incurred such expenditure. It is agreed that any money due shall be a debt due to the Co-operative even if the Tenancy Agreement has ended.
- Firearms** (22) The Tenant shall not keep on the Premises nor bring on to the Premises any airgun or firearms without the consent of the Co-operative (whose decision shall be final and binding on the Tenant)
- Common Facilities** (23) The Tenant shall use the common facilities (if any) properly and reasonably. The Tenant should not obstruct or interfere with any staircases passages or landings leading to or from the Premises or any emergency means of escape.
- Improvements/Alterations** (24) The Tenant shall not make any structural alterations to the Premises. The Tenant should not make any improvements to nor make any non-structural alterations without the consent in writing of the Co-operative such consent should not be unreasonably withheld or delayed

THE TENANTS RIGHTS

The Co-operative is registered on fully mutual rules under the Co-operative and Community Benefit Societies Act 2014. It is therefore excluded under Section 49 of the Housing Act 1980 and from Parts I and II of the same Act. Tenants of the Co-operative unlike 'secure tenants' do not have a legal right to buy their homes and do not enjoy Security of Tenure.

However, members have agreed that Tenants of the Co-operative will have certain rights and security as set out below:

4 THE TENANT HAS THE FOLLOWING RIGHTS:

Quiet Enjoyment

- (1) The Tenant has permission to reside in 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 members, Tenants and neighbours.

Tenure

- (2) 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 include but are not limited to the following.

The grounds are summarised below:

- (i) The Tenant has not paid the rent or the Tenant has persistently delayed paying rent which has become due or has broken or not performed an obligation of the tenancy.
- (ii) the Tenant makes structural additions, improvements 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) If the Premises are held by the Co-operative on terms that require vacant possession to be given by the Co-operative and notice requiring vacant possession has been given to the Co-operative.
- (v) The Tenant or any person occupying the property or its visitors has caused or allowed any act of harassment directed against other tenants, their families or their visitors, on the grounds of race, sex, sexual orientation, 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) damaged 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 or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person.
- (vi) 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.
 - (vii) The Tenant or anyone else residing in the Premises causes damage to the Premises or adjoining property or common parts or any fixtures and fittings provided by the Co-operative.
 - (viii) The Tenant deliberately gave false information to the Co-operative in order to obtain the tenancy.
 - (ix) 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 leave these Premises.
 - (x) The Tenant has caused the Premises to be statutorily overcrowded.
 - (xi) The Co-operative intends within a reasonable time to do Work of an extensive nature (eg redevelopment or major Rehabilitation) to the premises which cannot reasonably be done with the Tenant in occupation (and suitable Alternative accommodation is available).
 - (xii) 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 not need it.
 - (viii) The Tenant has ceased to be a member of the Co-operative.
 - (ix) The Tenant has benefited financially or 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.

Right to make Improvements

- (3) Subject to the provisions of the Tenants obligations the Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration

and additions to, or alterations in, the Co-operative's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Co-operative and all other necessary approvals (eg planning permission or building regulations approval). The Co-operative will not unreasonably withhold its consent but it 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.

Right to Succession

- (4) (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 on the basis that the successor agrees to become and remain a member of the Co-operative and abides by the terms of this agreement and the succession does not lead to overcrowding of the Premises 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' if he/she occupied the premises as his/her only or principal home at the time of the Tenant's death and either:
- a) he/she is the Tenant's spouse (or common law partner including the Tenant's gay or lesbian partner or
 - b) he/she is another member of the Tenant's family
 - c) and had resided with the Tenant throughout the period of 12 months ending with the Tenant's death as their only or principal home.
- (ii) 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.
- (iii) The right of succession shall apply only to periodic tenancies and to tenancies of a fixed term.
- (iv) The Tenant is a 'successor' if:
- a) the tenancy has been vested in him/her by virtue of Section 4 (i) above or
 - b) he/she was a joint tenant and has become a sole tenant or
 - c) he/she became the Tenant on the tenancy being assigned to him/her or on its being vested in him/her on the death of the previous Tenant.

But a Tenant to whom the tenancy was Assigned in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 is a successor only if the other party to the marriage was him/herself a successor.

- d) The right of succession is conditional upon the person entitled to succeed under Section 4(i) becoming a member of the Co-operative.
- (v) 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 who the tenancy passed.

SIGNED on behalf of the Co-operative.....

.....

SIGNED the Tenant(s).....

.....

DATE.....

If the Tenant feels that the Co-operative has broken this Agreement or not performed any obligation in it, he/she should first complain to the Co-operative in writing and forward this to the Registered Office giving details of the breach or no-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.