

Assured Shorthold Periodic Tenancy Agreement Form

Between

1 National Council of YMCAs 29-35 Farringdon Road, London EC1M 3JF

East Herts YMCA, 4 Northgate End, Bishop's Stortford, Herts CM23 2EX is the agent of the National Council ("the Agent")

And

2 Name of Tenant:

For

3 Flat Number:

Which is

4 The accommodation to be occupied by the tenant comprises exclusive use of the above flat with shared use of the following facilities: Lounge, Communal Bathroom, and Laundry Room.

Starting

5 The tenancy begins on and is an assured shorthold weekly tenancy, the terms of which are set out in this agreement.

6 Information on the YMCA and Charities Act 1993

The YMCA is registered with the Housing Corporation under Section 3 of the Housing Act 1996 and has amongst its objectives the provision of short stay accommodation for young people at risk together with support designed to enable residents to grow from dependence to independence and advice relating to move-on and permanent housing opportunities

The YMCA is a registered charity and the grant of this tenancy is a disposition falling within paragraph (a) of sub-section (9) of Section 36 of the Charities Act 1993.

The YMCA has appointed the Agent to act on the YMCA's behalf in the management of the Premises and the Agent is authorised to respond to all queries and requests from the Tenant

What the YMCA and the Tenant have agreed to

What and when to pay

7 The weekly payments for the Premises at the date of this agreement will be £127.28. The payment of the weekly rent is due in advance on Monday of each week. The rent is made up as follows:

Rent	£ 85.16
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Housing Services	£ 32.94
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Personal Services	£ 9.18
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What the YMCA will provide (Housing services & personal services)

8 The YMCA shall provide the services set out below for which the Tenant shall pay a service charge

Furniture, lighting, heating, hot and cold water supply, cleaning of communal areas, communal television access to laundry room, door entry system, ground maintenance and refuse disposal.

The YMCA may after consulting the tenants affected increase, add to, remove, reduce, or vary the services provided. The YMCA may charge for services on the basis either of reasonable costs incurred during the previous accounting period (with provision for any expected increase or decrease in costs for the current or next accounting period) or of estimates for the current or next accounting period. The difference between any estimate and the actual cost may be carried forward. The service charge may include a reasonable contribution to a sinking fund which shall be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future

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Changes in Rent

- 9 The YMCA will give not less than 28 days notice in writing of any increase in rent. The Notice will specify the rent proposed. The new rent will apply from the first Monday of April each year. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a rent assessment committee to have a market rent determined. In that case the maximum Rent payable until any further increase under this clause shall be the Rent so determined

Changes in Service Charges

- 10 The service charge may be reviewed not more than twice in any one year. The YMCA shall give the Tenant one calendar month's written notice of any change

Important Information Affecting this Agreement

Service of Notices

- 11 Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the YMCA for the receipt of legal notices and any other communication arising from this Agreement is given at the beginning of this Agreement or such other address as the YMCA may give to the Tenant from time to time. The Agent is authorised to receive notices for the YMCA

Any legal notice, or any other communication arising from this agreement, shall be validly served on the tenant if posted or delivered to the Premises.

Changes to this agreement

- 12 With the exception of any changes in rent, this agreement may be altered only with the agreement in writing of both the tenant and the YMCA.

Rights of Third Parties

- 13 This Agreement does not give any rights or remedies to any person except the YMCA, its Agent and the Tenant and their respective successors and the permitted assignees of the Tenant

What the YMCA agrees to do

- 14 To give the tenant possession of the Premises at the beginning of the tenancy.

Your right as tenant to occupy the Premises

- 15 Not to interrupt or interfere with the tenant's right peacefully to occupy the Premises except where:
- Access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
 - The YMCA is entitled to possession at the end of the tenancy.

Repairs to structure and exterior

- 16 To keep in good repair the structure and exterior of the Premises and of any building of which the Premises forms part including:
drains gutters and external pipes
the roof
outside walls outside doors windowsills window catches sash cords and window frames including necessary external painting and decorating
internal walls floors and ceilings doors and door frames door hinges and skirting boards including internal painting and decoration
chimneys chimney stacks and flues but not including sweeping
pathways steps or other means of access
plasterwork
integral garages and stores
boundary walls and fences

Repairs to installations

- 17 To keep in good repair and proper working order the installations provided by the YMCA for space heating, water heating and sanitation and for the supply of water and electricity.

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Repairs to common parts

- 18 To take reasonable care to keep the common entrances, halls, stairways, ~~lifts~~, lifts passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the tenant and visitors to the Premises.

Repairs to furniture and fittings

- 19 To keep in reasonable repair and fit for use all those items of furniture and fittings supplied by the YMCA listed in the inventory of furniture.

External Decoration

- 20 To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every five years.

Internal Decoration

- 21 To keep the interior of the Premises in a good state of decoration

Insurance

- 22 To insure the Premises but **not** the possessions of the tenant.

Housing Management Policies

- 23 To provide the tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996.

What the Tenant agrees to

- 24 To take possession of the Premises at the commencement of the tenancy and not to part with possession of the Premises or sub-let the whole or part of it.

Payment of Rent

- 25 To pay the rent weekly and in advance.

Use of Premises (home use only)

- 26 To use the Premises for residential purposes as the tenant's only or principal home and not to operate a business at the Premises nor to use the Premises for any illegal purposes.

Support

- 27 The tenant acknowledges the aims of the YMCA with regard to the provision of this accommodation as set out in clause 6 above. The tenant therefore agrees to co-operate with the YMCA:
- a) by accepting the support offered and complying with the reasonable requirements of support workers and YMCA staff for example acting in accordance with advice given and attending meetings as requested, and
 - b) when advised by the YMCA that in their reasonable opinion the support service is no longer needed and that it is appropriate for the tenant to move to independent accommodation the tenant will co-operate by actively seeking alternative accommodation and will arrange to give notice to end this tenancy agreement as soon as reasonably possible. In the circumstances the YMCA will normally give the tenant two months notice requiring possession of the Premises.

Nuisance (how to behave)

- 28 Not to threaten or cause or allow invited visitors to threaten or cause a nuisance or annoyance to other persons in the neighbourhood/locality or any tenant, agent, employee or contractor of YMCA. Examples of behaviour which may cause nuisance annoyance or disturbance include:
1. arguing and door slamming
 2. dog barking and fouling
 3. operation of noisy machinery
 4. offensive drunkenness
 5. selling drugs or drug abuse
 6. rubbish dumping
 7. loud music or shouting
 8. obstructing communal areas and

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9. playing ball games close to someone else's home or where games are not permitted

Racial and other Harassment

- 29 Not to commit or threaten or allow invited visitors to commit or threaten any harassment or threat of harassment particularly on the grounds of race, colour, religion, sex, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood/locality or any tenant, agent, employee or contractor of YMCA. Examples of harassment include:
1. racist behaviour or language
 2. using or threatening to use violence
 3. using abusive or insulting words or behaviour
 4. damaging or threatening to damage another person's home or possessions
 5. writing threatening abusive or insulting graffiti

Disruption

- 30 Not to commit or threaten or allow invited visitors to commit or threaten any act which results in serious disruption of another tenant's right to peacefully occupy any other Premises in the building or to commit any act which results in physical harm to other persons in the neighbourhood/locality or any tenant, agent, employee or contractor of YMCA.

Noise

- 31 Not to play or allow to be played any radio, television, record, compact disc or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other tenants or can be heard outside the building.

Health and Safety

- 32 To comply with any health, safety or fire instructions given by the YMCA and not to engage in conduct which is likely to endanger the health or safety of any persons.

Pets

- 33 Not to keep any animal, bird, fish or reptile at the Premises.

Damage

- 34 To maintain the Premises in a clean and tidy state and to pay any costs incurred by the YMCA in making good any damage to the Premises or the YMCA's fixtures, fittings and furnishings or to the common parts caused by the tenant or any invited visitor to the Premises, fair wear and tear excepted.

Alteration and Decoration

- 35
1. Not to make any improvements, alterations or additions to the Premises.
 2. Not to decorate or alter the decorations at the Premises (including not to paint any internal or external part of the Premises or any of the YMCA's property or to apply or remove any wall paper or wall covering or floor covering).
 3. Not to remove from the Premises any fixture, fitting, furnishing, furniture or any other item provided by the YMCA.

Reporting Disrepair

- 36 To report to the YMCA promptly any disrepair or defect for which the YMCA is responsible in the Premises or the common parts, or any disrepair or defect in the fixtures, fittings or furniture.

Car Parking

- 37 Not to park any vehicle on any part of the estate or on the block or on any land belonging to the YMCA adjacent to the Premises or of which the Premises form part.

Access (letting people in to your Premises)

- 38 To allow the YMCA's employees, or contractors acting on behalf of the YMCA, access at all reasonable times to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The YMCA will normally give at least 24 hours' notice but immediate access may be required in an emergency.)

Roadways

- 39 Not to block local roads, vehicular accesses and car parks or park unroadworthy vehicles in these

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areas.

Assignment

- 40 Not to assign the tenancy in whole or part.

Overcrowding

- 41 The Premises referred to in clause 3 above are for single occupancy only and the tenant must not allow any other person to occupy the Premises.

Lodgers

- 42 Not to take in any lodger or allow anyone else to live in the Premises.

Absence from Premises (going away)

- 43 To inform the YMCA if the tenant expects to be absent from the Premises for seven days or more.

House Rules

- 44 To comply with the house rules which are attached as appendix 1 of this agreement. The YMCA will not amend or add to the house rules unless it is reasonable to do so to protect the safety and well being of residents and staff. The YMCA will consult before making any changes to the house rules.

Ending the Tenancy (moving away)

- 45 To give the YMCA at least two weeks' notice in writing when the tenant wishes to end the tenancy, the notice expiring on a Monday.

Moving Out

- 46 To give the YMCA vacant possession and return the keys of the Premises on the day the tenancy expires and to remove all personal possessions and rubbish and leave the Premises and the YMCA's fixtures, fittings and furnishings in good lettable condition and repair. The YMCA accepts no responsibility for anything left at the Premises by the tenant at the end of the tenancy.

Security and Safety of Equipment

- 47 Not to interfere with security and safety equipment in communal areas and safety equipment in communal areas and entrances.

Rubbish and Belongings

- 48 Not to keep or leave rubbish or belongings in any of the communal areas (such as stairs lifts landings entrance halls communal gardens or parking areas).

Outgoings (costs other than rent)

- 49 To meet all outgoing applying to the Premises including electricity charges and other costs whether metered or billed.

Your Rights as a Tenant

Right to Occupy

- 50 The tenant has the right to occupy the Premises without interruption or interference from the YMCA for the duration of this tenancy (except for the obligation contained in this agreement to give access to the YMCA's employees or contractors) so long as the tenant complies with the terms of this agreement and has proper respect for the rights of other tenants and persons in the neighbourhood.

Tenure (your right to live there and how you can be asked to leave)

- 51 The Tenant remains an assured shorthold tenant for the duration of the tenancy so long as he/she occupies the Premises as his/her only or principal home. The YMCA can end a periodic assured shorthold tenancy only by obtaining a Court order for possession of the Premises:
- a) on one of the grounds listed in Schedule 2 to the Housing Act 1988 (in which case the YMCA would not normally give less than 2 weeks notice in writing although in cases of violence or seriously disruptive behaviour YMCA may give a shorter notice period and may commence Court proceedings immediately), or
 - b) because the YMCA has served two months notice requiring possession of the Premises (such notice not to expire within six months of the commencement of this tenancy).

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If the tenancy ceases to be an assured tenancy within the meaning of Section 1 of the Housing Act 1988 the YMCA may end the tenancy by giving to the tenant at least four weeks' notice in writing expiring at the end of a weekly period of the tenancy.

Right to repair

- 52 The YMCA will establish a scheme providing the tenant with a remedy if the YMCA fails to carry out its obligations to repair. The scheme will operate in accordance with any requirements laid down from time to time by the Housing Corporation. The YMCA will provide details of the scheme at the beginning of the tenancy and inform the tenant of any changes.

Right to consultation (joining in decision making)

- 53 The YMCA will consult the tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the tenant.

Right to information (what the YMCA must tell you about your tenancy)

- 54 The tenant has a right to information from the YMCA about the terms of this tenancy and about the YMCA's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers, and its performance as a landlord.

Tenant and YMCA sign below to show they have made this agreement

Signed on behalf of the YMCA

Signed by the Tenant

Date

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT PLEASE TALK TO THE OPERATIONS MANAGER

Important Information on if you have problems with the YMCA where you are living

Complaint Procedure and Redress

What to do if you feel the YMCA has not kept its side of the agreement

Fill in a complaint form and submit to a member of staff. This will then be processed as part of the East Herts YMCA complaints procedure.

If the problem is not sorted in 28 days either ask for the problem to be taken to the CEO or if appropriate to the Chair of the Trustees.

If you are not satisfied with your treatment, you have the right of appeal to the National Council of YMCAs.

If you are still not satisfied, you have the right to take complaints to the Independent Housing Ombudsman. .