

**6/6.5 Year Fixed term
Affordable Rent Tenancy
Agreement (probationary
period)**

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This tenancy agreement creates a legally binding contract between you and Opendoor Homes. If there is anything you do not understand please ask a member of our staff or seek independent advice from a Citizens' Advice Bureau, Housing Aid Centre or Law Centre.

This Tenancy Agreement ('the Tenancy') is between:-

<p>Name & Address of Association ('the Landlord')</p>	<p>TBG Open Door LTD Barnet house 1255 High Road London N20 0EJ</p> <p>Within this agreement TBG Open Door LTD will be referred to as Opendoor Homes and is the landlord of the property.</p>
<p>Name of Tenant ('the Tenant')</p>	<p>.....</p> <p>In the case of Joint Tenants, the term "tenant" applies to each of them and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this agreement.</p>
<p>This agreement is related to the address at ('the Property')</p>	<p>.....</p>
<p>Description of the premises</p>	<p>Which comprises of [please state what rooms are in the property]</p> <p>Including sole use of garden/shared use of garden. No garden access/partitioned garden access/ or garden as specified.</p> <p>In this agreement "your home/premises" means the dwelling including fixtures and fittings, and any garden, paths, hedges, and/or fences, garages and outbuildings owned by Opendoor Homes, which you are renting under this tenancy.</p> <p>Any communal areas are shared with other residents. You do not</p>

	have exclusive use of these areas.
Date & start of Tenancy	<p>This is a 6/6.5 year assured shorthold fixed term tenancy with an initial probationary period of 12 months which begins on</p> <p>The tenancy will last for 6 years (6.5 years if the probationary period is extended) at the end of which you will either be asked to move out or we will renew your tenancy depending on your circumstances at the time. We will monitor your tenancy for the first year and if we decide that you are not capable of sustaining the tenancy or you have breached the terms we may end the tenancy and require you to move out. We can also extend the probationary period by a further 6 months if we consider it appropriate to do so. If at the end of the probationary period we are satisfied that you are able to sustain your tenancy the tenancy will continue until the end of the fixed term subject to any other right we have to end it early.</p> <p>Any reference in this agreement to "fixed term" refers to the 5 year period following the end of the probationary period unless the probationary period is extended by a further 6 months in which case the "fixed term" refers to the 5 year period following the end of the extended probationary period.</p>
Break Clause	<p>This tenancy is granted for a term of 6 years (6.5 years if the starter/probationary period is extended) subject to Opendoor Homes right to break the tenancy at any time during the fixed-term period of the tenancy after the first six months by serving a two months' notice requiring possession. Opendoor Homes will undertake periodic reviews of the Tenancy in line with its policies and procedures when deciding whether to activate this break clause.</p> <p>As the tenant of the property you also have the right to exercise this break clause to end the tenancy.</p>
Forfeiture Clause	<p>If –</p> <ul style="list-style-type: none"> a) the Rent and other charges payable shall remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not, b) the Tenant does not use, or ceases to use, the Premises as his or her only or principal home, c) any of the Tenant's other obligations in this Tenancy is not complied with, or d) any of the grounds for possession listed in Schedule 2 of the Housing Act 1988 applies, <p>then Opendoor Homes may re-enter the Premises and the Tenancy shall thereupon be terminated.</p> <p>This clause does not affect your rights under the Protection from Eviction Act 1977 which require us to obtain a court order for possession whilst the tenancy remains an assured shorthold tenancy.</p>

1. GENERAL TERMS

1.1. Terms of Advanced Payments

Before this agreement is signed, you must pay Opendoor Homes an advanced payment of rent to the value of £

1.2. Terms of Deposit

In advance of this agreement being signed, you must pay Opendoor Homes a deposit of £..... .

Under the terms of Housing Act 2004 (as amended) Opendoor Homes are required to protect the deposit that you provided. This must be dealt with in accordance with a government authorised tenancy deposit protection scheme.

Opendoor Homes are a member of the (...), which is a government authorised tenancy deposit protection scheme, administered by:

During the term of this agreement or after its termination Opendoor Homes may charge you or make deductions from your deposit for any or all of the following:

- Any unpaid rent due to be paid to Opendoor Homes under the terms of this agreement;
- Dealing with issues caused as a result of the inappropriate actions of you or those for whom you are responsible.
- Repainting and/or repairing as a result of damage;
 - Replacing damaged or missing items caused by removal of improper use;
 - Rectifying, removing and making good following the removal of unauthorised installation;
 - Unblocking toilets, sinks and drains
 - Any other repairs or cleaning required as a result of damage deemed to be beyond reasonable wear and tear;
- Costs including all legal and other costs attributable to any other breaches of the agreement caused by you;

If at any point during your tenancy or renewal process the agreement conditions change, deposits will need to be protected again under the terms of our agreement with our nominated Tenancy Protection Scheme. Changes to the agreement conditions are inclusive of but not limited to, change of name on the tenancy, rent amount and deposit amount.

1.3. Paying the rent

The payments for your home is called 'rent' and is made up of net rent and other charges. Your total weekly rent payable is _____

You are responsible for paying the rent for your home. This must be paid on or before the day on which it is due.

Your first payment is on _____. Thereafter, your rent is due weekly on a Monday.

Rent is due on this date whether you receive housing benefit or any other form of assistance with your housing costs or not. It is your responsibility to pay the Total Weekly Rent.

Opendoor Homes as a matter of standard practice expects you to pay your rent on a monthly basis in advance.

If your balance is in credit to the value of 1 month's rent or more, you may request to pay your rent and any other charges other than on the frequency described in this agreement (for example by using 1 months credit to a monthly rental charge in advance).

Authority must be granted by Opendoor Homes before you can change the frequency that you pay your rent or any other charges covered in this agreement.

You are able to pay your rent in the following ways: -

- Direct Debit (on the following dates:- 1st of the month.
- Credit or Debit card payments online
- By Phone
- Standing order

Open Door Homes strongly recommends that you pay your rent by Direct Debit as this is the most reliable way to ensure that your rent is paid on time. This should be set up when you sign your tenancy agreement.

You are also responsible for all previous debts owed to us, such as former arrears (see section 1.5 below)

Access to your rent balance will be made available online. Paper rent statements will only

be provided on request.

1.4. Rent review

We may increase or decrease your rent by giving you at least one month's written notice setting out the new amount. If we change your rent, the change will be with effect from the first Monday in April (but we reserve the right to change your rent from another date).

The Notice shall specify the rent proposed. Any rent shall be payable from the date specified in the Notice unless before that date you refer the Notice to a rent assessment committee to have a market rent determined or if both parties agree that a new rent shall be different from the amount specified in the Notice.

The rent shall not be increased more than once every 52 weeks and no increase shall take effect less than 52 weeks after the last increase took place.

The above is subject to any regulatory guidance or Government legislation which applies to all Registered Providers of Social Housing that prohibits us from increasing the rent in which event we will not increase/reduce the rent, as required.

We can reduce the rent at any time.

1.5. Former arrears

If, before the start of this tenancy agreement, you were a tenant of this property or any other of Opendoor Homes properties and you owed us rent, incurred court costs and legal fees or any other sum associated with the previous tenancy, then you must pay it to us as a term of this tenancy agreement.

You agree to pay additional rent of £..... weekly to cover arrears built up on your former tenancy which are £..... at the start of this agreement, until all of those arrears are paid.

This agreement will form part of this tenancy and if you fail to keep up with the payments it will be a breach of this agreement.

1.6. Notices

1.6.1 You agree that we may serve notices (including notices of legal proceedings) or other formal communication arising from this agreement on you. This could be either personally, or, by posting them to you, or leaving them at your home or (if different) your last-known address.

1.6.2 In accordance with Section 48 of the Landlord and Tenant Act 1987 any Notices which you want to send to us including any legal notices should be sent to:

Opendoor Homes
Barnet house
1255 High Road
London
N20 0EJ

You must also send Opendoor Homes an electronic copy of any notice issued via the Opendoor Homes website. If we do not actually receive your Notice it will not be treated as having been served on us.

1.6.3 In accordance with s.196 of the 1925 Law of Property Act, the following regulations respecting notices will be followed:

(1)Any notice required or authorised to be served or given by this Act shall be in writing.

(2)Any notice required or authorised by this Act to be served on a lessee or mortgagor shall be sufficient, although only addressed to the lessee or mortgagor by that designation, without his name, or generally to the persons interested, without any name, and notwithstanding that any person to be affected by the notice is absent, under disability, unborn, or unascertained.

(3)Any notice required or authorised by this Act to be served shall be sufficiently served if it is left at the last-known place of abode or business in the United Kingdom of the lessee, lessor, mortgagee, mortgagor, or other person to be served, or, in case of a notice required or authorised to be served on a lessee or mortgagor, is affixed or left for him on the land or any house or building comprised in the lease or mortgage, or, in case of a mining lease, is left for the lessee at the office or counting-house of the mine.

(4)Any notice required or authorised by this Act to be served shall also be sufficiently served, if it is sent by post in a registered letter addressed to the lessee, lessor, mortgagee, mortgagor, or other person to be served, by name, at the aforesaid place of abode or business, office, or counting-house, and if that letter is not returned undelivered; and that service shall be deemed to be made at the time at which the registered letter would in the ordinary course be delivered.

(5)The provisions of this section shall extend to notices required to be served by any instrument affecting property executed or coming into operation after the commencement of this Act unless a contrary intention appears.

(6)This section does not apply to notices served in proceedings in the court.

1.7. Altering this agreement

1.7.1 We may alter the terms of this agreement where new relevant legislation is introduced or where we change our policies or procedures or in any other circumstances in which we deem it expedient to do so. Any Notice of Variation shall be accompanied by information explaining to you the nature and effect of the Variation and seeking your comments regarding the proposed Variation. We will consider any comments we receive before making a decision. We will then issue a written "Notice of Variation" stating the new wording and giving you 28 days notice before the changes take effect.

1.7.2 We will not make any variation if it would reduce our responsibilities to keep your home in good repair and/or reduce your right to be consulted about any changes to the service we provide which are likely to have a significant effect on you.

1.8. Complaints

1.8.1 If you think we have not done something that we have agreed to do in this agreement, you can make a complaint to us. If you would like to make a complaint please log the complaint with us by using the Opendoor Homes website. If you are not satisfied with how we deal with your complaint, you can contact the Independent Housing Ombudsman. You can also get advice from a Citizens Advice Bureau, Law Centre or a solicitor.

1.9. Overriding conditions to this agreement

1.9.1 Where there are any property titles and/or planning restrictions or conditions on us as the landowner which apply to the property, they will also be binding on you. If there is any conflict between your rights and responsibilities in this agreement, those overriding property title and/or planning restrictions or conditions shall take precedence and if appropriate, are attached as a schedule in this agreement.

1.10 Obligations and Correct Information

1.10.1 Our decision to give you this tenancy is based on information that you have given us about your circumstances. If any of this information is not true, we can apply to court to end this agreement.

1.10.2 You must pay our costs including any legal costs such as court fees and lawyers fees and the costs of anyone working for us if we have to enforce this agreement. We have the right to recover these costs first from any money you pay us.

2. YOUR RIGHTS

2.1. Right to occupy

2.1.1 You have the right to live in your home during the tenancy without interruption or interference by us unless any of the following apply:

- we need access to your home to carry out an inspection or repair or for any other reason listed under the section 'Letting us into your home' of this agreement
- you stop occupying your home as your only or main home
- you break any of the conditions in this agreement in which event we will take legal action against you
- we need to carry out redevelopment or major repairs to your home which we cannot do unless you move out. We will offer you a suitable alternative home for the duration of the works
- you or anyone living with you has given false information to obtain this tenancy
- the fixed term of the tenancy comes to an end or we end the tenancy during the probationary period

2.2. Security of tenure

2.2.1 As long as you occupy the property as your only or principle home, we can only end the tenancy by obtaining a Court Order for Possession. If you fail to occupy the premises as your only or principal home we can end the tenancy in the manner set out below.

2.2.2 During the fixed term of this tenancy, we may seek to end the tenancy by serving you with a Notice Seeking Possession, relying on one or more of the grounds for possession set out in this agreement (set out in Section 5 of this agreement). However, during the starter/probationary period or any extension period we do not need to rely on any grounds for possession.

2.2.3 We can end your tenancy by:

- Giving one month's notice in writing to do so at any time if you stop occupying the premises as your only or principal home. A notice given for this reason may take any form.
- Giving two months' notice in writing at any time during the Starter period and any extension of it. If we do this we will tell you why we have served the notice and you will have the right to ask us for a review in accordance with our procedure.
- Giving one months' notice in writing to do so in the event that the tenancy devolves upon or vests in any other person on your death.

2.2.4 If we serve a Section 21 (2 months) Notice, it will suffice for the purpose of the above.

2.2.5 At any time during this tenancy, we may seek to end the tenancy by serving you with a Notice Seeking Possession, relying on one or more of the grounds for possession set out in this agreement. However, before the 12 month period or any extension period we do not need to rely on any grounds for possession.

2.3. Right to succeed

- 2.3.1 By law, there is only one right to succession. Only the spouse or civil partner of a tenant may succeed to the property. If you are a successor yourself there cannot be a further succession.
- 2.3.2 All claims to succeed to the tenancy must be made to us in writing within three months of the death of the tenant.
- 2.3.3 If a joint tenant dies, the tenancy will pass to the other joint tenant and this will count as a succession. In these circumstances, we will not ask the joint tenant to move out.
- 2.3.5 If you die, your tenancy will pass to your spouse or civil partner if, immediately before your death, they were occupying the property as their only or principle home, and had been doing so for the previous 12 months. This does not apply if there has already been a succession to the tenancy.

2.4 Assignment of tenancy

2.4.1 You may only assign the tenancy in the following circumstances:

- to comply with a court order, or
- with our prior consent to a person who would be qualified to succeed you if you had died immediately before the assignment (refer to right to succeed clause).

2.5 Right to information and consultation

- 2.5.1 We will provide information and consult with you on any matter of housing management policy or procedure which materially affects your home in the manner as stated by the Regulator.
- 2.5.2 With the exception of any changes in rent, which may be varied as detailed in the sections above, any material change to this Agreement may only be varied by us giving you one calendar months' notice in writing.

2.6 Right to repair

- 2.6.1 We will aim to carry out certain urgent or 'qualifying' repairs within a set time (you can find details about these timescales in your welcome pack). If we do not complete them within a certain time and do not give you a good reason for not doing the work, we will make a new appointment for the work to be carried out, and treat it as urgent. If we miss the appointment we will pay you compensation at our discretion.

2.7 Right to exchange

- 2.7.1 You have a right to exchange your tenancy (swap homes) with another tenant of a registered housing association or a local authority. You must get our permission first. There are some grounds in the legislation which allow us to refuse an exchange. We will provide you with details of these if we decide to refuse. You do not have this right during the first 12 months of the tenancy or any extension period.

2.8 Right to Information

- 2.8.1 You have the right to see information about our policies and procedures for managing and maintaining housing, including who we decide to give homes to, when we allow people to transfer or exchange their homes, or make repairs.

2.9 Right to compensation for major improvements

- 2.9.1 During the first 12 months of this tenancy or any extension period you do not have the right to carry out any alterations or improvements to your home. However, if the tenancy continues then at the end of your tenancy (which usually means when you move out), you have the right to claim back the cost (compensation) from us for certain improvements you have made to your home which we gave our permission for. You can find more details in your welcome pack.

2.10 Right to Acquire

- 2.10.1 You may have the Right to Acquire your home i.e. buy your home with the help of a grant to reduce the full cost. However for any Right to Acquire application to be considered you must have been a tenant with Opendoor Homes for at least 3 years and the property you want to acquire must be your only or principle home.

2.11 Data protection and confidentiality

- 2.11.1 In order to manage your tenancy and help us deliver efficient services, we need to collect relevant personal details during your tenancy. We comply with the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and all applicable laws and all other relevant regulations relating to the processing of the personal data and privacy. This means that your personal data will be processed in accordance with the law. Please note that we may share personal data with other agencies or organisations where appropriate, such as but not limited to: government agencies and departments, police, local authorities, social services, managing agents, contractors, utility companies, commissioners, tracing agents, credit reference agencies and debt collection companies and with other bodies for the prevention or detection of fraud.

By signing this tenancy agreement, you are consenting to us processing and sharing your personal data.

3. WHAT YOU MUST DO

3.1 Rent

- 3.1.1 You must pay an advance payment of rent before you sign your tenancy agreement. You will be advised what amount this will be before you sign your tenancy agreement. You must pay your rent (including any support charges) every Monday for the week ahead.
- 3.1.2 You must keep your property in a reasonable state of repair. If you fail to do this and/or breach the terms of your tenancy agreement, Opendoor Homes will seek to claim the cost of damages caused from your deposit. If

there is no deposit as part of your agreement, or the value of the deposit has already been claimed, Open Door Homes will seek those costs directly from you in the form of a recharge

- 3.1.3 If your rent account is 1 month or over in credit you are able to use this credit to pay your rental charge. Any such arrangement must be authorised by Opendoor Homes. Any failure to pay rent without permission will be treated as an accrual of rent arrears and will be addressed through Opendoor Homes Rent Arrears Collection Procedure.
- 3.1.4 If you are a joint tenant, you are **all** responsible for paying the rent and any other applicable charges. Regardless if one of you leaves the property, all tenants are still responsible for paying the rent and other charges until the tenancy ends.
- 3.1.5 If we take you to court, we will add this cost to the amount you owe us for rent.
- 3.1.6 You must also pay any rent or money you owe for any previous homes where you had a tenancy with us. We will make arrangements with you to pay the amount you owe.
- 3.1.7 If we owe you compensation for any reason, and you owe us money for rent or other charges and so on (but not Housing Benefit or Council Tax), we will use your compensation to help you pay the money you owe us.
- 3.1.8 If you leave your home for any reason without paying rent or any charges you owe us and without making any arrangement to pay, we may give your details to a debt-collection agency to help us recover any money you owe us.

3.2 Anti-Social Behaviour

- 3.2.1 As well as being responsible for your own behaviour, you are also responsible for the behaviour of anyone else living in or visiting your home. This includes any areas you share with other households, or areas around your home and estate. 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 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.
- 3.2.2 If you, your family or your visitors behave in an antisocial way and break the conditions of your tenancy, we will take legal action and could evict you. Opendoor Homes will also seek to reclaim any costs it incurs (including the cost of solicitors, barristers and other professionals used within the proceedings plus any court fees) as a result of that antisocial behaviour, either from your deposit or from you directly.
- 3.2.3 You must not cause (or allow others to cause) a nuisance or annoy any other person in the area where you live. You should also tell us if any other person (in the area where you live) causes a nuisance to or annoys you or anyone else in the area. Examples of nuisance includes but not exclusively:
 - playing loud music;

- shouting and screaming;
- noise or fouling from pets;
- being drunk and causing a nuisance;
- dumping rubbish;
- using or threatening to use violence;
- using abusive or insulting words or behaviour;
- damaging or threatening to damage another person's property or possessions;
- causing any damage to any council or other property (including graffiti);
- rude or indecent behaviour;
- drinking alcoholic beverages in communal areas;
- failing to control children who are causing a nuisance; and
- letting water leak into other properties.

3.2.4 You must not make noise that causes a nuisance to your neighbours at any time, but especially between 11pm and 8am. This includes playing loud music, carrying out disruptive DIY or using washing machines.

3.2.5 You must not install any materials that are likely to cause noise nuisance anywhere in or around your home (for example, laminate flooring, wooden flooring or ceramic floor tiles) unless you have our permission in writing. We will not refuse without a good reason but, if you do not get our permission, we may ask you to remove it. If you do not remove it we may ask the court to order you to remove it.

3.2.6 You must not use, or allow anyone else to use, the property or shared area illegally (for example, for the taking/consumption or dealing of drugs, prostitution or handling stolen goods).

3.3 Assaulting or threatening our staff

3.3.1 You, or any person living in or visiting your property, must not or allow others to physically or verbally abuse, threaten to use or use violence against, any of our staff or contractors.

3.4 Harassment and Hate Crime

3.4.1 You must not cause or allow others to:

- harass any other person, in your home or in the shared areas of the property, or in your area;
- harass any person because of their race, colour, sex, sexuality, disability, age, nationality (including citizenship), national or ethnic origin, religious beliefs or anything else; or
- tell or encourage any other person to harass anyone for any reason.

Examples of harassment include:

- racist behaviour, gestures and language;
- using or threatening to use violence;
- damaging or threatening to damage another person's property or possessions; and
- writing racist or insulting graffiti.

If you, your family or your visitors harass any other person and break the conditions of your tenancy, we will take legal action and evict you.

3.5 Domestic violence

- 3.5.1 You must not use violence or threaten to use violence to your partner or a member of your household. We will take legal action against anyone who is violent.

3.6 Resident Engagement and Community Contribution

- 3.6.1 Throughout the length of your tenancy, you must regularly provide Opendoor Homes with details of your household circumstances (regardless of whether there has been any change in these circumstances or not). This includes but is not restricted to household members living in the property, and income levels of the household.
- 3.6.2 Significant changes to your household circumstances must be reported to Opendoor Homes immediately.
- 3.6.3 During the period of your tenancy, you must make a community contribution through employment, training, education or voluntary work that you can evidence at your tenancy review, unless you can evidence mitigating circumstances. You must engage with officers during the tenancy review process.

3.7 Repairs

- 3.7.1 You must keep your home clean and free from rubbish. If you do not, we will charge you the cost of any work we need to do (for example, for removing rubbish). Pests (such as bed bugs and fleas) can get into your home on things like second-hand furniture or clothing. If this happens you will have to pay the cost of getting rid of them.
- 3.7.2 You must look after any fixtures and fittings in the property and make sure anyone else living with you or visiting the property does not damage it or any areas you share with other households.
- 3.7.3 You must tell us straight away if we need to repair anything which is our responsibility. Non-emergency repairs must be logged via the Opendoor Homes website. All Emergency repairs must be communicated to Opendoor Homes immediately by telephone or by face-to-face contact.
- 3.7.4 You must pay us the cost for repairing or replacing any damage you or anyone living with you, or visiting your home have caused to your home or estate.
- 3.7.5 Rent must not be withheld even if there are repairs outstanding.

3.8 Improvements

- 3.8.1 You have the right to carry out improvements in your home. However, you must ask us for permission first and you must get any relevant planning permission. An improvement includes:
- adding anything to, or altering, your home and fixtures or fittings or gas, electric or water services;
 - putting up a radio or television aerial;
 - putting up a closed circuit television (CCTV) camera and monitor; and

- decorating the outside of your home.

We will not unreasonably refuse our permission. However, during the first 12 months of this tenancy or any extension period you do not have the right to carry out any alterations or improvements to your home.

3.8.2 You must not put up a satellite dish on any of our properties without getting our permission in writing. If you live in a block of flats that has a shared digital aerial, you must not put up a satellite dish.

3.8.3 Periodic requests will be sent to you to requiring you to confirm that no unauthorised changes to your property have been carried out. If it is found that changes have been made to the property, any costs relating to the inspection, certification or removal of the change will be attributed to you. This cost will be deducted from your deposit or via a direct recharge.

3.9 Letting us into your home

3.9.1 We will normally give you at least 48 hours' notice if we want to come into your home.

3.9.2 If there is an emergency (for example, a flood) and we need to get into your home straight away, we can force our way in without giving you notice. We will always try to contact you first. We will secure the property and repair any damage if we have to force our way in.

3.9.3 You must allow our staff, agents or contractors to come into your home at all reasonable times. This may include access for the following:

- To inspect any repairs and the condition of the property.
- To carry out repairs, alterations and improvements to the property or to the block or estate that your property is part of.
- To carry out any work to a whole block, for example, carrying out treatments for controlling pests.
- To get in to a property next to yours.

3.9.4 We may carry out work as long as any disturbance they cause is reasonable.

We can:

- temporarily stop providing a service to you;
- temporarily stop you having access to the property; and
- permanently change rights of access (such as paths or water pipes) as long as the service or access to the property remains the same once they have finished the work.

3.9.5 If we have asked to come into your home but you do not let us in, we may ask the court to order you to let us in.

3.9.6 If you do not allow us into your home, we can charge you any reasonable cost we have to pay for forcing our way into your home.

3.9.7 From time to time our housing officers may check to make sure that you are still the tenant of the property. You must be available so our officers can visit you in your home.

3.9.8 You must allow your neighbours and those working for them to enter the property at all reasonable times, if they have given you at least 48 hours' notice in writing (except in an emergency). This only applies if they need to carry out repairs, alterations or improvements or inspect their own property or services to their property, and we have given our permission. They must repair any damage they may cause as a result.

3.10 Gas servicing

3.9.1 By law, we have to carry out a gas service every year of any appliances we own. This is for your protection and safety. We will give you at least 48 hours' notice, unless it is an emergency when we will enter the property straight away to prevent any damage. **You must provide access to your property for this purpose.**

3.9.2 If we have to keep trying to get access to your property to carry out routine repairs or improvements to gas appliances in your home, but are not able to, we will apply to the court.

3.9.3 You agree that if we have to apply to the Court, we can ask the Court to permit us to force entry in the event that you do not comply with any Court Order for access

3.9.4 You will have to pay us any legal cost we have to pay to get access to your property.

3.10 Using your home

3.10.1 You must use the property as your only or main home. You must let us know if you are going to be away from the property for longer than one month.

3.10.2 You can take in a lodger but if you want to sublet part of the property you must get our permission in writing first. You must not sublet all of your property.

3.10.3 You must not transfer the legal rights to your tenancy without our permission.

3.10.4 You must keep your home clean and decorated in a good condition (see section 5 on repairs).

3.10.5 You are responsible for insuring the contents of your home so that you can replace them if they are damaged or stolen. We strongly recommend that you take out insurance for the contents of your home.

3.11 Working from home

3.11.1 You must not use your home to run a business, unless we give you our permission in writing. We will not refuse permission unless we feel that the business is likely to cause a nuisance or annoy other people, or damage the property. Some examples of businesses we would not allow include:

- repairing and maintaining cars; and
- selling cars.

3.12 Gardens let as part of your tenancy

- 3.12.1 You must keep any outbuilding, yard or garden clean and free from rubbish. You must keep any trees, hedges, bushes or grass at a reasonable height and size and ensure they do not cause any damage to your neighbours or your homes.
- 3.12.2 You must get our permission in writing before planting or removing any trees in your garden.

3.13 Health and safety

- 3.13.1 You must not keep any dangerous or harmful materials, or materials which could catch fire easily, in or around the property except those that we agree you can use for cleaning and so on.
- 3.13.2 You must not store, have or use gas cylinders or bottles inside any part of the property. All gas cylinders or bottles must be stored and used externally. You must not use or store externally more than one gas cylinder without prior consent of Barnet Homes. The gas cylinder shall not exceed 13kg. The cylinder must be stored away from any drains, basements or other features which are below ground.
- 3.13.3 If you have and use an oxygen cylinder and need to use this inside the property due to a medical condition you must notify Opendoor Homes immediately.
- 3.13.4 You must not use the shared electrical cupboards or store anything in them that will block this area.
- 3.13.5 You must not keep fire exits or security doors open.
- 3.13.6 You must not block or lock any fire exits in your property or areas you share with other households (for example, some properties have balconies which have shared fire exits).
- 3.13.7 You must not have any items stored in the communal hallway this includes prams, pot plants, buggies etc. If items are found to be in communal areas they will be removed by a member of staff.

3.14 Flats, maisonettes and shared areas

- 3.14.1 You must use the property with care and not block any shared area, including lifts.
- 3.14.2 You must put your rubbish in the areas, chutes or containers we have provided (including recycling boxes and containers) and not throw any object (or allow anyone else to throw an object), from any shared area. You must not leave rubbish in any shared area.
- 3.14.3 You must only use the chutes for small amounts of rubbish and put large items of rubbish in the bins we have provided. You should not use the chutes before 7am or after 11pm.
- 3.14.4 You must not use any shared area in a way which causes a nuisance to, harasses or annoys your neighbours. This includes shared facilities such as laundry rooms, lounges and gardens.

3.14.5 You must not store anything in any shared area without our permission in writing.

3.14.6 You must report any faults in shared areas as soon as you notice them.

3.14.7 You are responsible, with other tenants, for cleaning shared areas next to your property unless we have arranged for a caretaker or cleaner.

3.14.8 In line with the Health Act 2006, you must not smoke, or allow your visitors and guests to smoke or vape, in any shared areas.

3.15 Vehicles

3.15.1 You, or any person living in or visiting your home, must only park in the parking areas we have set aside for parking.

3.15.2 You, or any person living in or visiting your home, may only park a vehicle in a garage, parking space or driveway that belongs to your property.

3.15.3 You must make sure that no one living at or visiting your home blocks any rights of way, roads, footpaths or other types of access to the property or estate.

3.15.4 You or any person who lives with you or visits your home must not allow vehicles to be parked anywhere that would block access for the emergency services.

3.15.5 You, or any person who lives with you, must not park a vehicle which is not:

- taxed;
- licensed; or
- fit to drive;

on any part of our land.

3.15.6 We may remove and destroy any vehicle that we consider to be abandoned, dangerous or un-roadworthy if it is not claimed and removed by the owner within seven days of us fixing a notice to it asking the owner to remove it. We will not pay any compensation to you for removing or destroying vehicles.

3.15.7 You, or members of your household, must not repair any vehicles outside your home other than carrying out routine servicing to a vehicle registered with the DVLA at your address.

3.15.8 You, or any person who lives in or visits your home, must not park a caravan, trailer, boat or any heavy vehicle that is licensed to carry loads above 3.5 tonnes, or is more than five metres long, on any part of the estate.

3.16 Ending your tenancy

3.16.1 If you want to surrender your tenancy, you must do the following before you move out. The surrender will not take effect until we have expressly agreed to it.

- 3.16.2 You must give us at least four weeks' notice in writing that you want to end your tenancy and it must end on a Monday (we can, at our discretion, waive this requirement). Notices must be issued in writing following clause 1.6.2 of this agreement. If you are a joint tenant and one tenant gives notice to end the tenancy, it will end the tenancy for all of you. We will decide if any of the other joint tenants can stay in the property if they want to. You must provide us with an Authority to Clear the property when giving your 4 weeks' notice.
- 3.16.3 An Authority to Clear must be provided to Opendoor Homes in writing and sent to the address cited in clause 1.6.2 of this agreement. You must also send Opendoor Homes an electronic copy of any Authority to Clear issued via the Opendoor Homes website. If we do not actually receive your Authority to Clear it will not be treated as having been served on us.
- 3.16.4 When issuing your notice and Authority to Clear you must also provide photographs of the property to Opendoor Homes to provide evidence that the property is being handed back in a reasonable state of repair.
- 3.16.5 You must return all keys, including shared-entrance keys, shed keys, balcony keys and window keys for the property, by 12 noon on the Monday the tenancy ends. You can return the keys to any local office. If you do not return the keys, we may continue to charge you rent and other charges until we receive the keys. You will also have to keep to the conditions of this tenancy agreement.
- 3.16.6 You must make sure that everyone moves out of the property when the tenancy ends. This includes any pets.
- 3.16.7 You must give us access to your home to inspect it and assess what work we need to do. We will make an appointment with you before we visit.
- 3.16.8 You must pay all rent and any other charges up to the date of the surrender.
- 3.16.9 You must remove all furniture and possessions from the property. This includes carpets, laminated flooring and any other floor covering we did not supply (unless you have our permission in writing to leave something in the property). We will charge you the cost of removing any items that you leave without our permission.
- 3.16.10 You must remove all rubbish from both inside and outside the property. This includes cupboards, attics, sheds, outhouses and the garden. We will charge you the cost of removing any rubbish that you leave in the property. You must remove any greenhouses, sheds, ponds and decking from your property when the tenancy ends, unless you have our permission in writing to leave it. If we have to remove them, we will charge you any costs involved
- 3.16.11 You must carry out all repairs that are your responsibility. This includes removing any fittings we have not provided and repairing or replacing any missing or damaged items. This does not include normal wear and tear.

3.16.12 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install in your home. If you leave them behind at the end of your tenancy, they will become our property. If you take them with you, you must put the property back to the way it was before you made the improvements. If you do not, we will charge you.

3.16.13 We are not responsible for anything left in the property after you end your tenancy. If you leave anything behind, we will charge you the cost of removing it after taking reasonable steps to inform you. We are entitled to sell anything left behind by you. If you owe us rent we can set the proceeds of any sale against your arrears.

4. WHAT WE MUST DO

4.1 Repairs

4.1.1 We will carry out repairs within a reasonable period of time (depending on how urgent the repair is that is our responsibility). You can find out how quickly we deal with different repairs by looking in your welcome pack in the 'Repairs' section.

4.2 Repairing the structure and outside of your property

4.2.1 We will maintain the structure and outside of the property. This includes:

- drains, gutters and pipes outside;
- footpaths and steps to each property;
- roofs and chimneys (but we will not sweep chimneys);
- outside walls, outside doors, window sills, frames and glass;
- the internal structure (such as walls and stairs); and
- decorating the outside of the building.

4.3 Repairing fixtures and fittings

4.3.1 We will keep in good repair and proper working order:

- the fittings in your home which supply water, gas, electricity and sanitation including sinks, basins, baths and toilets; and
- the fittings for heating rooms and water that we supply.

NB. You must not allow wastes, sink, bath, toilet to become blocked by inappropriate use.

4.4 Repairing and maintaining shared areas and facilities

4.4.1 We will maintain shared:

- entrances;
- halls;
- stairways;
- lifts;
- rubbish chutes and bins (including recycling bins);
- shared TV aerials;
- electric lighting;
- shared gardens; and

- other shared parts that are our responsibility.

4.5 Dealing with antisocial behaviour

4.5.1 Antisocial behaviour includes all types of behaviour that prevents you from enjoying your home. If you report antisocial behaviour to us and we consider the incident to be serious, we will contact you and carry out an assessment and if the incident is classed as ASB we will do all that we can to help and support you. We record and investigate all reports of antisocial behaviour and we will visit you to tell you about any action we take.

4.6 Dealing with harassment

4.6.1 We will act within a reasonable time period to deal with any incidents of harassment and will always help and support you. In cases of racial harassment and most other types of harassment, one of our officers will contact you and arrange to visit you.

4.7 Providing information and consulting residents

4.7.1 You have the right to share your views about how we manage your home. We will encourage and support tenants to get involved in managing their homes, and you can find out the various ways you can do this in your welcome pack.

4.8 Changing your agreement

4.8.1 Before we change this agreement, we will consult you about any changes we are planning to make and consider your comments within a reasonable, set amount of time. We will then tell you about the change. This does not apply to changes to your rent, rates, charges or other payments for services we provide, or if there is a change in the law.

5. GROUNDS FOR POSSESSION

5.1. For the duration of the fixed term of the tenancy, and as long as you live in the property as your only or main home, you will remain an Assured Shorthold tenant. If you fail to occupy the premises as your only or principal home we can end the tenancy in the manner set out below. We can end your tenancy by:

- Giving one month's notice in writing to do so at any time if you stop occupying the premises as your only or principal home. A notice given for this reason may take any form.
- Giving two months' notice in writing at any time during the Starter period and any extension of it. If we do this we will tell you why we have served the notice and you will have the right to ask us for a review in accordance with our procedure.
- Giving one months' notice in writing to do so in the event that the tenancy devolves upon or vests in any other person on your death.

5.2. During the starter/probationary period of the tenancy or during the extension period we will give you at least two months' notice if we are

going to terminate your tenancy. This notice is known as a Section 21 Housing Act 1988 "Notice Requiring Possession".

5.3. We may re-enter your premises and end the tenancy if any of the following apply:

- The rent and other charges payable shall remain unpaid wholly or in part for 14 days after becoming due whether formally demanded or not; or
- You do not use or have ceased to occupy the premises as your only or principal home; or
- You fail to comply with any of your obligations set out in this agreement; or
- Any of the Grounds for possession listed in Schedule 2 to the Housing Act 1988 as amended apply.

The above does not affect your rights under the Protection from Eviction Act 1977.

5.4. At the end of the fixed term, we can end the tenancy by using the procedure set out in Section 21 of the Housing Act 1988, as amended. This procedure requires us to serve a two months notice on you before applying to Court for a Possession Order. Before serving the Notice we must also serve you with a notice at least 6 months before the end of the fixed term confirming that we do not propose to grant you another tenancy on the expiry of the fixed term and our reasons for the same.

5.5. If your tenancy stops being an assured shorthold tenancy e.g. because you no longer reside in your premises as your only or main home, we may end the tenancy by serving you with notice in accordance with section 146 of the Law of Property Act 1925.

5.6. During the fixed term of this tenancy we may end the tenancy by obtaining a court order for possession of the property on one of the grounds listed in Schedule 2 to the Housing Act 1988 as amended. The grounds which apply to fixed term tenancies are set out below.

5.7 A summary of the Grounds listed in Schedule 2 to the Housing Act 1988 as amended is as follows:

Part I: Grounds On Which Court Must Order Possession

Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:-

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

- c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy), or a fixed term tenancy of a dwelling-house in England, which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period or length of term of the tenancy, the premises which are let or any other term of the tenancy.

This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house:-

- a) granted on payment of a premium calculated by reference to a percentage of the value of the dwelling-house or of the cost of providing it, or
- b) under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house.

Ground 7A

Any of the following conditions is met.

Condition 1 is that:-

- a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- b) the serious offence:-
 - i. was committed (wholly or partly) in, or in the locality of, the dwelling-house,
 - ii. was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - iii. was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management

functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and:-

- a) the breach occurred in, or in the locality of, the dwelling-house, or
- b) the breach occurred elsewhere and the provision breached was a provision intended to prevent--
 - i. conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - ii. conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved--

- a) a breach that occurred in, or in the locality of, the dwelling-house, or
- b) a breach that occurred elsewhere of a provision intended to prevent:-
 - i. behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - ii. behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that--

- a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- b) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that--

- a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under--
 - i. section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or
 - ii. section 82(8) of that Act (breach of court order to abate statutory nuisance etc), and
- b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if--

- a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- b) the final determination of the appeal results in the conviction, finding or order being overturned.

In this ground:-

"relevant proceedings" means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;

"serious offence" means an offence which--

- a) was committed on or after the day on which this ground comes into force,
- b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
- c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).

Ground 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing –

- a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;
- b) if rent is payable monthly, at least two months' rent is unpaid;
- c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the tenant.

Part II: Grounds On Which Court May Order Possession

Ground 10

Some rent lawfully due from the tenant –

- a) is unpaid on the date on which the proceedings for possession are begun; and
- b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwelling-house:-

- a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,
- (aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions, or

- b) has been convicted of:-
- i. using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
 - ii. an indictable offence committed in, or in the locality of, the dwelling-house.

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground:-

"adult" means a person aged 18 or over;

"indictable offence" does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either way offences where value involved is small);

"riot" is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

Ground 14A

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and--

- a) one or both of the partners is a tenant of the dwelling-house,
- b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust, or, where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing,
- c) one partner has left the dwelling-house because of violence or threats of violence by the other towards--
 - i. that partner, or
 - ii. a member of the family of that partner who was residing with that partner immediately before the partner left, and
- d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity .

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by –

- a) the tenant, or
- b) a person acting at the tenant's instigation.

For the avoidance of doubt, the above summary is for information purposes only and does not in any way restrict the Grounds as set out in Schedule 2 of the Housing Act 1988 as amended.

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6. DEFINITIONS

ABC (Acceptable Behaviour Contract) – an agreement that tells you what behaviour we accept.

Animal Welfare Act - If you are responsible for an animal you must make sure you meet their welfare needs. You must:

- provide your animal with a suitable environment to live in;
- feed your animal a suitable diet;
- allow your animal to show their normal behaviour patterns
- house your animal with, or apart from, other animals, whichever is appropriate; and
- protect your animal from pain, suffering, injury and disease.

Assured non-shorthold Tenancy – a tenancy granted in accordance with Housing Act 1988 as amended. An Assured non-shorthold tenancy can only be brought to an end by the Court on the landlord proving a Ground for possession.

Assured Shorthold Tenancy – a tenancy granted in accordance with Housing Act 1988 as amended. An Assured shorthold tenancy can be brought to an end by the Court without the landlord having to prove any Grounds for Possession or the court deciding whether it is reasonable to make an order for possession.

Citizenship – being a member of a particular political community or state, sometimes referred to as nationality. Citizenship brings with it certain rights and responsibilities such as the right to vote, the responsibility to pay tax and so on.

Dangerous dog – a dog described in section 1 of the Dangerous Dogs Act 1991.

Disability - defined under the Equality Act 2010 – a physical or mental impairment that has substantial and long term effect on his or her ability to carry out normal day-to-day activities.

Fixtures and fittings – all appliances and fixed furnishings (not furniture which can be removed) in the property including those which supply or use gas and water.

Garden – lawns, paved areas, hedges, flower beds, trees, shrubs, outside walls and any fences attached to your property.

Harassment – this includes:

- behaving or acting in a way which threatens the physical or mental safety of any other person;
- any behaviour which has a harmful effect on any person's enjoyment of their home or environment; or
- damaging or threatening to damage property which belongs to another person, including damage in any part of a person's home.

Home (the premises) – the property which you live in including the garden (if only you have use of the property). This does not include any shared areas.

Improvement – any alteration or addition to your home.

Injunction – a court order preventing someone from doing something. You may be arrested if you break the terms of an injunction.

Local area – the whole of the estate the property is on including private or other rented properties.

Lodger – a person who you allow to live with you (whether or not you charge them).

Mutual exchange – when you swap tenancies with another tenant.

Partner – your husband or wife or someone living with you as if they were your husband or wife including same-sex or civil partners.

Possession order – this is an order that can only be granted by the courts. The reasons why we can get a possession order are set by law under the Housing Act 1988 and are set out in the welcome pack.

Relative – this includes parents, children, grandparents, brothers, sisters, uncles, aunts, step relatives, adopted children, grandchildren, nephews and nieces.

Rent – in this agreement the word 'rent' means all charges you must pay under the terms of this agreement to include any service charges, water charges, communal heating or hot water charges, support services and any other charges that apply

Rent Assessment Committee – a body which sits to determine the reasonableness of assured rents in the event of a dispute.

Right to Acquire – this means you may be able to buy your home with the help of a grant to reduce the full cost. We can tell you if you have this right.

Security of tenure – your right to live in your home under the tenancy agreement as long as it is your only or main home.

Shared areas – all parts of the building which all tenants share, for example, the hallways, lifts, stairs, shared landings, shared laundry room, shared lounges and shared gardens.

Starter tenancy – a probationary tenancy which enables the landlord to decide whether the tenant is able to sustain a long term tenancy without breaching its terms. For the first 12 months and for any extension period the tenancy is an assured shorthold tenancy. At the end of the 12 months or any extension period that the landlord gives the tenancy automatically becomes an assured non-shorthold tenancy unless the landlord has taken steps to end the tenancy before then.

Sublet – when you let another person live in your property and charge them rent to live there. Subletting means you give a tenancy to someone else.

Successor – when someone has a tenancy passed to them (under the Housing Act 1988 as amended) when the previous tenant has died.

Us, we, the landlord – TBG Open Door LTD / Opendoor Homes.

Vehicle – for example, a car, van, bike, boat or trailer.

You – the tenant and, if you are a joint tenant, any one or all of the joint tenants.

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Signature of tenant and Association

I/We have read this tenancy agreement, have been given opportunity to ask questions about it and accept the tenancy on the terms and conditions set out in it. I/we accept the tenancy of my/our home these terms. (Where there are joint tenancy, all must sign).

Signed by the tenant/s

PRINT NAME(s)	
SIGNATURE	
DATE	

PRINT NAME(s)	
SIGNATURE	
DATE	

Signed on behalf of Opendoor Homes

PRINT NAME(s)	
SIGNATURE	
DATE	

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Schedule – Overriding Conditions

By signing this tenancy agreement, the following restrictions or conditions (which are either set out below or are attached) are binding on you as explained in your tenancy agreement and if broken, shall be a breach of your tenancy with us.

Clause 1

It is a condition of your Affordable Rent Tenancy that where applicable, you must take part in the review of the tenancy. This includes providing us with necessary information on your financial affairs with sight of relevant financial documents including payslips, tax return, P60 etc and disclosure about criminal convictions. Failure to provide adequate proof for example of income, would be considered as non-compliance with the term of the Affordable Rent Tenancy and we will be entitled to take your non-compliance into account when deciding whether or not to renew or end your tenancy.

Signed by the tenant/s

PRINT NAME(s)	
SIGNATURE	
DATE	

PRINT NAME(s)	
SIGNATURE	
DATE	

Signed on behalf of Opendoor Homes

PRINT NAME(s)	
SIGNATURE	
DATE	