

Dated: XXXX

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

XXX, Sturts Farm, Three Cross Road, West Moors, Dorset BH22 0NF

within the Clover Community Housing at Sturts Farm, Three Cross Road, West Moors, Dorset BH22 0NF & Gullivers Farm, Station Road, West Moors, Dorset, BH22 0JG

Sturts Community Trust

and

XXXX

&

XXXX

**Bates Wells & Braithwaite London LLP
10 Queen Street Place
London
EC4R 1BE
Ref: JH/212851/2**

Deleted: (Clover Community Housing)*

Table of Contents

1.	Interpretation	3
2.	Grant of the Tenancy.....	5
3.	Contents	5
4.	Rent	5
5.	Use of Property	6
6.	Assignment or subletting	7
7.	Clover Community Housing Management Group.....	7
8.	Repairs and alterations	7
9.	Utilities and outgoings	7
10.	SCT covenants	7
11.	Default by the Tenant.....	8
12.	SCT's right to enter the Property and to display signs	9
13.	Expiry of the Tenancy	9
14.	Notices	9
15.	Governing law.....	10
16.	Charities Act 2011	10
	Schedule 1	12

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THIS AGREEMENT XXXX

Parties

- (1) Sturts Community Trust of Sturts Farm, West Moors, Dorset, BH22 0NF with Registered Company Number 08359958 and Registered Charity Number 1152152 (SCT) and National Register of Social Housing (NROSH) Registration Number RP-5089.
- (2) XXXX of XXXX, Sturts Farm, Three Cross Road, West Moors, Dorset, BH22 0NF, (Tenant).

Agreed terms

Background

1. SCT provide a mutually supportive housing neighbourhood for those that wish to live at the Community Housing at Sturts Farm. Deleted: and Clover Community Housing
2. Clover Community Housing is an inclusive Community that includes people who have support needs. It has a wider role in educating the wider population about the benefits of co-housing and sustainable living including bio-dynamic farming.
3. The Tenant shall become a Community Housing member and SCT has agreed in accordance with its selection policy to grant him/her a tenancy in the following form.
4. The Tenant in entering into this tenancy understands the importance of the Housing Policy, and the need for participation in the Clover Community Housing Management Group as part of this tenancy and accepts that within a Housing Community, compliance with these is a fundamental term of this Tenancy.

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Community Housing: the land and buildings at Sturts Farm, Three Cross Road, West Moors, Dorset BH22 0NF.

Community Housing Management Group: means the group of all tenants and occupiers of Community Housing. Deleted: responsible for the Community Services

Common Parts: means the entrances to the Community Housing, lifts, passages, common rooms, kitchens, gullies, drives, yards, gardens and other areas which are from time to time provided by SCT for common use and enjoyment by the tenants and occupiers of Community Housing and all persons expressly or by implication authorised by them.

Community Services: means the maintenance, repair and other obligations relating to Clover Community Housing (for the avoidance of doubt including the Property) as set out in Schedule 4 to this Agreement and as amended from time to time.

Contents: the furniture, furnishings and any other items set out in the Inventory.

First Rent Payment Date: XXXX

HA 1988: Housing Act 1988.

- (3) **SCT Housing Association**, a charitable registered provider whose principal office is at Sturts Farm, West Moors, Dorset, BH22 0NF

Housing Policy: means policy for all members of Clover Community Housing (as amended from time to time) the current version of which is shown at Schedule 2.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which SCT decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory: the list of Contents and description of the condition of the Property attached to this agreement at Schedule 1 and signed by the parties.

LTA 1985: SCT and Tenant Act 1985.

Property: XXXX, Sturts Farm, Three Cross Road, West Moors, Dorset BH22 0NF, within Clover Community Housing.

Rent: Core rent XXXX per month

Rent Payment Dates: the first day of each month.

Tenancy: the tenancy created under this agreement and any statutory assured periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual assured periodic tenancy that arises after the Term has expired.

Tenancy Review: the tenancy will be reviewed at the end of the current tenancy on the XXXX

Term: a fixed term of 12 months from and including

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to **writing** or **written** includes fax and e-mail.
- 1.10 Any reference to the giving of consent by SCT requires the consent to be given in writing, signed by SCT.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference SCT includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant arising by virtue of this agreement are owed to SCT. The obligations of SCT are owed to the Tenant.

2. Grant of the Tenancy

- 2.1 SCT lets the Property to the Tenant for the Term.
- 2.2 This Tenancy is an assured shorthold tenancy.
- 2.3 The Tenant has the right to use the Common Parts for all uses appropriate for such Common Parts provided that such use is in compliance with the Housing Policy.

3. Contents

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to SCT at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory.

4. Rent

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 4% per annum above Barclays Bank plc's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.

- 4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and SCT shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 4.6 SCT may change the Rent in accordance with the provisions of Housing Act 1988 Sections 13 and 14.

5. Use of Property

- 5.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 5.2 The Tenant shall comply with the Housing Policy.
- 5.3 The Tenant shall not use the Property for the purposes of conducting a business.
- 5.4 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Community Housing Management Group (such consent not to be unreasonably withheld).
- 5.5 The Tenant shall not do anything to or on the Property that:
- 5.5.1 causes a nuisance, annoyance or damage to occupiers of the Housing Community or neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - 5.5.2 involves using the Property for immoral or illegal purposes; or
 - 5.5.3 has the effect of invalidating the insurance that SCT has taken out in accordance with clause 10.3. SCT will provide the Tenant with a summary of the relevant insurance requirements.
- 5.6 The Tenant shall not assault, threaten, harass or obstruct, or allow members of the Tenant's household or visitors to assault, threaten, harass or obstruct any employee, contractor or agent of SCT or any neighbour of the Tenant or their visitors or any other person in the locality of the Clover Community Housing.
- 5.7 The Tenant shall not allow any member of the Tenant's household or his or their visitor to do anything which under this agreement the Tenant is not permitted to do.
- 5.8 The Tenant shall not play any sound producing apparatus or equipment in the garden or any external areas of the Unit at any time; not to play any sound producing apparatus or equipment inside the Unit between the hours of 11pm and 7am where the sound can be heard outside the Unit.
- 5.9 The Tenant shall send SCT a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of SCT.

6. Assignment or subletting

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.

7. Community Housing Management Group

- 7.1 The Tenant shall be a member of and actively participate in the Community Housing Management Group.
- 7.2 The Tenant shall attend and take part in the weekly meetings at the Community Housing Management Group at which the ongoing Community Services will be discussed.
- 7.3 The Tenant shall in addition to attending weekly meetings contribute a minimum of four hours per week on carrying out the Community Services as allocated in advance at meetings of the Community Housing Management Group.

8. Repairs and alterations

- 8.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 8.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 8.3 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Co-housing Management Group is responsible under clause 10.2.
- 8.4 The Tenant shall not make any alteration, addition, [or redecorate] the Property without the prior consent of the Community Housing Management Group (such consent not to be unreasonably withheld).
- 8.5 The Tenant shall report any repair, maintenance, decoration or alteration requests for the Property (or the Common Parts) to the Neighbourhood Liaison and Community Housing Management Group and such requests shall, if agreed, be allocated at the weekly meetings of the Community Housing Management Group.

9. Utilities and outgoings

- 9.1 The Tenant shall pay all charges for telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.
- 9.2 The Tenant shall pay a fair share as determined of the charges for the supply and use of gas, electricity, water and sewerage services by Clover Community Housing.
- 9.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 9.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 9.5 The Tenant shall pay the Council tax for the Property.

9.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of any such costs.

10. SCT covenants

10.1 SCT shall provide the Tenant with suitable means of access to and egress from the Property.

10.2 SCT shall act in accordance with the provide or shall procure that Community Housing Management Group provides the Community Services for the benefit of the members of Clover Community Housing in accordance with the Housing Policy (except where it is unable to do so for reasons outside its control).

10.3 The Community Housing Management Group SCT shall in the name of SCT on behalf of Clover Community Housing insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested.

10.4 SCT shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

10.5 SCT shall allow the Tenant quiet enjoyment of the Property without any interruption by SCT.

10.6 In accordance with section 11 of the LTA 1985, SCT shall:

keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

keep in repair and proper working order the installations in the Property for space heating and heating water.

11. Default by the Tenant

11.1 SCT reserves the right to re-enter the Property if:

11.1.1 the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

11.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;

11.1.3 the Tenant has breached the agreement; or

11.1.4 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 11.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. SCT cannot evict the Tenant without a court having first made an order for possession.

11.2 If SCT re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of SCT in respect of any breach of the terms of this agreement by the Tenant will remain in force.

11.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by SCT in remedying such breaches or in connection with the enforcement of those obligations.

12. SCT's right to enter the Property and to display signs

12.1 SCT reserves the right for SCT, or any person acting on behalf of SCT (including members of the Community Housing Management Group where carrying out Community Services), to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant (except in the case of emergency):

12.1.1 to inspect the condition and state of repair of the Property;

12.1.2 to carry out SCT's obligations under this agreement;

12.1.3 to carry out the Community Services;

12.1.4 for any purpose mentioned in this Tenancy or connected with SCT's interest in the Property or any other property; and

12.1.5 to show prospective tenants or purchasers around the Property.

12.2 SCT has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

13. Expiry of the Tenancy

13.1 At the end of the fixed term granted by this Tenancy, the Tenant shall return the Property and the Contents to SCT in the condition required by this agreement.

13.2 If SCT allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988 on a monthly basis. To end the periodic tenancy, the Tenant shall give SCT at least one month's notice in writing. The notice must end on the day before the rent is due.

13.3 SCT has the right to recover possession of the Property if:

13.3.1 the Term has expired;

13.3.2 SCT has given two months' notice to the Tenant of SCT's intention to recover possession of the Property; and

13.3.3 at least six months have passed since the date of this agreement.

13.4 The Tenant shall provide SCT with a forwarding address once the Tenancy has come to an end.

13.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal

and storage charges. SCT will remove and store the possessions for a maximum of one month. SCT will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, SCT may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

14. Notices

- 14.1 Any notice to SCT sent under or in connection with this agreement shall be deemed to have been properly served if:
- 14.1.1 sent by first class post to SCT's address given in clause 14.4;
 - 14.1.2 left at SCT's address given in clause 14.4; or
 - 14.1.3 sent to SCT's fax number or e-mail address stated in the Parties clause.
- 14.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- 14.2.1 sent by first class post to the Property;
 - 14.2.2 left at the Property; or
 - 14.2.3 sent to the Tenant's fax number or e-mail address stated in the Parties clause.
- 14.3 If a notice is given in accordance with *clause 14.1* or *clause 14.2*, it shall be deemed to have been received:
- 14.3.1 if delivered by hand, at the time the notice is left at the proper address;
 - 14.3.2 if sent by first-class post, on the second Working Day after posting;
 - 14.3.3 if sent by fax, at 9.00 am on the next Working Day after transmission;
or
 - 14.3.4 if sent by e-mail, at 9.00 am on the next Working Day after sending.
- 14.4 SCT's address for service is Sturts Farm, Three Cross Road, West Moors, Dorset BH22 0NF]

15. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. Charities Act 2011

- 16.1 [The Property is held by SCT, a non-exempt charity, but this Tenancy is one falling within paragraph (d) of section 117 (3) of the Charities Act 2011] (*for use when the tenancy is granted to beneficiaries at less than best market rent*) or

[The Property is held by SCT, a non-exempt charity, and this conveyance is not one falling within paragraph (a), (b), (c) or (d) of section 117 (3) of the Charities Act 2011, so the restrictions on disposition imposed by sections 117 to 121 of that Act apply to the Property] *(for use when tenancy is granted at normal open market rent)*

16.2 The trustees of SCT certify that they have power under the trusts of the charity to grant this Tenancy and that they have complied with the provisions of sections 117 to 121 of the Charities Act 2011 so far as applicable to it. *(for use when tenancy is granted at normal open market rent) [see letter for explanation of Charities Act compliance.]*

This agreement has been entered into on the date stated at the beginning of it.

TENANT(S):

Name: Signature(s):

If signed on tenant's behalf, name of person signing:

..... Date:

Relationship to tenant:

.....

STURTS COMMUNITY TRUST

Signed by (name).....

Signature:

Date:

SCHEDULE 1 - INVENTORY

SCHEDULE 2 - HOUSING POLICY

SCHEDULE 3 - COMMUNITY SERVICES