

# Tenancy Agreement

## Firelight Housing Co-operative Limited

### Important Note:

This agreement is intended to be used for residential accommodation provided to a member of a Fully Mutual housing co-operative managed by General Meeting, where the living space is shared with other members of the co-operative.

This tenancy agreement is not applicable in Scotland and Northern Ireland.

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## **A. Definitions and rules of interpretation which apply in this agreement**

**Tenancy:** a reference in this agreement to the Tenancy is to the tenancy created by this agreement.

**The Co-operative:** a reference to Co-operative shall refer to the landlord by whom this tenancy is granted, and who is entitled to both the immediate reversion of the Tenancy and to receive any rent payable under this Tenancy.

**General Meeting:** a reference to General Meeting is a reference to a General Meeting of the Co-operative held in accordance with the rules governing the constitution of the Co-operative as they may be amended from time to time.

**Rules:** a reference to a Rule or Rules is a reference to a rule or rules in the rules governing the constitution of the Co-operative as they may be amended from time to time. For the avoidance of doubt, no section of this agreement is to be read in conjunction with any rule in that constitution unless it is specifically referred to in this agreement.

**Notice:** a reference in this agreement to a Notice refers to either the Co-operative informing the Tenant or the Tenant informing the Co-operative in writing, that is through paper letters, emails or recorded in the minutes of the Co-operative's general meetings.

**Successor Acts:** where reference is made to an Act, where that Act has been superseded by successive legislation, that reference shall be deemed to hold in line with the newer legislation.

**Fully Mutual:** means that the Rules restrict membership of the Co-operative to persons who are tenants or prospective tenants, and preclude the granting or assignment of tenancies to persons other than members of the Co-operative.

## **B. Main terms of Tenancy**

### **B.1 Parties**

This agreement is made between:

(insert tenant's name and current address)

referred to in the context of this agreement as “the Tenant”

(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.)

and the fully mutual housing co-operative (“the Co-operative”):

Ltd (name of the Co-operative)

registered with the FCA in England and Wales with number:

whose registered office is at:

(registered office address)

in relation to the residential property at

(address of the property)

referred to in the context of this agreement as “the Property”.

## B.2 Information about the Co-operative

The Co-operative is a non profit seeking housing co-operative registered under the Industrial and Provident Societies Act 1965. The Tenant is a member of the Co-operative who agrees to purchase a share in the Co-operative by the payment of £1.00 to the Co-operative. The tenancy is granted by a Co-operative which is democratically controlled by its members. The rules of the Co-operative:

- a) restrict membership to persons who are tenants or prospective tenants of the Co-operative and
- b) preclude the granting or assignment of tenancies to persons other than members.

The Co-operative is therefore a fully mutual co-operative housing association as defined by section 1 (2) of the Housing Associations Act 1985 and section 5 (2) of the Housing Act 1985. The Tenancy granted by this agreement is therefore not an assured tenancy by virtue of Paragraph 12 of Schedule 1 to the Housing Act 1988.

The Co-operative leases the Property from Leeds Federated Housing Association Limited.

## B.3 Accommodation provided

This agreement sets out that in exchange for the payment of rent, the Co-operative will let to the Tenant part of the Property, namely (please tick the box which applies):

the room located at  ; or

the room known as  ; or

that part of the Property described at Schedule 1

for the Tenant's exclusive use. This shall be in the context of this agreement referred to as “the Accommodation”.

## B.4 Communal Areas

The Co-operative will also provide the Tenant, at no extra cost, access to additional facilities such that the Tenant has space for cooking and dining, personal washing, laundry, and living space. This will be provided on a non-exclusive basis and to be shared with others, and this agreement grants the Tenant non-exclusive access to (please tick the box which applies):

all parts of the Property that are not granted on an exclusive basis to others; or

space as described at Schedule 2,

In the context of this agreement this shall be referred to as “the Communal Areas”. The right to access and use of Communal Areas is included in the rent.

## **B.5 Services**

### **B.5.1 Services included**

- a) The Co-operative, and **not** the Tenant, is liable for the payment of Council Tax on the Property.
- b) In addition, the following services are provided by the Co-operative and included in the rent (place a cross in the boxes which apply, **IF any**):

- Water and sewage charges
- Gas
- Electricity
- Television licence fees
- Telephone line rental
- Broadband
- Other charges included (please state):

The Tenant accepts that a General Meeting of the Co-operative can remove the costs of the services listed in b) of this section from coverage by the rental income, and agrees to meet any extra payments incurred that they would become liable for as Additional Services (as in B.5.2) or on an individual basis.

### **B.5.2 Additional services**

- a) The tenant is liable, on a joint and several liability basis, with the other tenants living in the Property, for the cost of any services (including utilities, phone calls, etc.) supplied at the Property, except for those included in the payment of rent as set out in Section B.5.1. Services not included in the Rent are referred to in the context of this agreement as “Additional Services”.
- b) The Tenant agrees to take responsibility for the cost of Additional Services as a private matter organised independently amongst all tenants living in the Property, unless the Co-operative has agreed at a General Meeting to pay for Additional Services, in which case the Tenant agrees to reimburse the Co-op in a manner determined by the General Meeting.

### **B.5.3 Reconnection charges**

Where any additional service supplied to the property has been disconnected as a result of the Tenant’s failure to pay for the cost of the service according to procedures set out in section B.5.2, any reconnection charge will be payable by the Tenant.

## B.6 Duration of Tenancy

Starting from  (the Commencement Date), the Co-op will provide the Accommodation, the Communal Areas and Services (as detailed in sections B.3, B.4 and B.5) to the Tenant (please tick the box which applies)

- for a minimum term of  months, and following the term (if any):
- on a monthly rolling basis, until ended by either the Co-op or the Tenant (under the rule described in sections G.1 and G.2)
- on a weekly rolling basis, until ended by either the Co-op or the Tenant (under the rule described in sections G.1 and G.2)

## B.7 Rent

### B.7.1 Initial Rent

The amount of rent payable under this agreement will be £  per  week  calendar month, pro rata, until (please tick the box which applies):

the first anniversary of the Commencement Date; or

this date:

which shall be referred to in the context of this agreement as “the Rent Review Date”. The rent payable before the Rent Review Date is referred to as “the Initial Rent”.

### B.7.2 The Rent

On the Rent Review Date, and at each of its subsequent anniversaries, the Initial Rent will be increased in line with (please tick the box which applies):

a change in the Consumer Price Index; or

a change in the amount of Local Housing Allowance claimable regarding the Accommodation,

unless the Co-operative agrees at a General Meeting on another level of rent increase, for which the Tenant must have had at least a 28 days Notice. The amount of Rent payable by the Tenant, after increase, must be stated in the minutes of the General Meeting at which the increase was agreed.

In the context of this agreement, the rent payable from the Rent Review Date is referred to as “the Rent”.

### B.7.3 The Rent Due Date

The rent is due on (please tick the box which applies):

weekly, on each Monday; or

every fourth week, on the Monday of those weeks; or

monthly, on the first day of every month

## **C. The Co-operative's Responsibilities**

### **C.1 Provision of Accommodation**

- a) The Co-operative must give the Tenant possession of the Accommodation at the start of the Tenancy.
- b) The Co-operative must not interrupt or interfere with the Tenant's right to quiet enjoyment of the Accommodation, except where:
  - i. The Co-operative requires access to the Property as set out in Section D.1.12, D.1.13, D.1.14, F.1
  - ii. In the case of gross misconduct as set out in Section F.1;
  - iii. The Co-operative has ended the tenancy by serving a Notice To Quit which has expired and a court has made an order for possession.

### **C.2 Repairs and maintenance**

- a) In accordance with Section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Co-operative shall:
  - i. keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - ii. 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
  - iii. keep in repair and proper working order the installations in the Property for space heating and heating water.
- b) The Co-operative shall take reasonable care to keep the common entrances, halls, stairways, passageways, rubbish chutes and any other common areas, including their electric lighting, in good repair and fit for use by the Tenant and other occupiers and visitors to the Property.
- c) The Co-operative must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in Schedule 3, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations in section D.1.6.
- d) The Co-operative shall keep the exterior of the Property and any common parts of the building of which the Property forms part in a good state of decoration.

- e) In accordance with Section 11 of the Landlord and Tenant Act 1985, the Co-operative is not required:
  - i. to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property (see section D.1.6);
  - ii. to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
  - iii. to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

## **C.3 Insurance and rent suspension**

### **C.3.1 Insuring the property**

- a) The Co-operative must make sure that the Property is insured, insofar as reasonable and maybe ordinarily arranged with a substantial and reputable insurer (and subject to limitations and excesses as may be required by the insurance agreement), against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- b) The Tenant is responsible for arranging insurance of the Tenant's own belongings.
- c) The Co-operative must allow the Tenant to inspect the insurance policy at the request of the Tenant.

### **C.3.2 Rent suspension**

Where the Accommodation is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Accommodation is fit for occupation and use.



## **D. The Tenant's responsibilities**

### **D.1 Occupying the Property**

#### **D.1.1 Residency**

- a) The Tenant shall occupy the Accommodation as their sole place of residence.
- b) The Tenant must not leave the Accommodation unoccupied for more than 28 consecutive days without giving Notice to the Co-operative.

#### **D.1.2 Payment of rent and additional services**

The Tenant must pay the rent on the date it is due, or in advance. Additional services must be paid for on or before dates agreed according to the policy laid out in section B.5.2.

#### **D.1.3 Use of property**

The Tenant must not use the Accommodation or any other part of the Property for the purposes of a business, trade or profession without the prior written consent of the Co-operative. Such consent shall not be unreasonably withheld or delayed. Amongst other things, but not limited to, it will be reasonable for the Co-operative to withhold consent if the proposed use would or is likely to:

- a) give rise to a Tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
- b) cause a nuisance to the occupiers of the Co-operative, or of neighbouring properties; or
- c) significantly increase wear and tear to the Property; or
- d) impacts on the enjoyment of Co-operative assets by its members (including denying access to part of the Communal Areas of the Co-operative).

#### **D.1.4 Assignment and Subletting**

The Tenant must not assign or sublet the whole or any part of the Property, including the Accommodation.

#### **D.1.5 Pets**

The Tenant must not keep any pets or other animals at the Property without the agreement of the Co-operative minuted at a General Meeting, save as is provided for in law.

#### **D.1.6 Care**

The Tenant must take reasonable care of any part of the Property and any items listed in the inventory. This includes (but is not limited to):

- a) taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;

- b) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property;
- c) disposing of all rubbish in an appropriate manner and at the appropriate time; and
- d) liability for any broken glass in windows at the Property where the Tenant, or any of the Tenant's visitors cause the breakage.

### **D.1.7 Maintenance**

The Tenant must notify the Co-operative (including, where appropriate, in accordance with any policy as set down by General Meeting) as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Co-operative is responsible.

### **D.1.8 Repair charges**

The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out above in sections D1.6 and D1.7 or where the need for repair is attributable to the fault or negligence of the Tenant, or any of the Tenant's visitors.

### **D.1.9 Nuisance**

The Tenant must not do anything to or on any part of the Property which causes a substantial and unreasonable interference with the quiet enjoyment of other occupiers of the Property, or of neighbouring properties.

### **D.1.10 Harassment**

The Tenant or invited visitors must not commit any act of harassment, intimidation or violence (including domestic violence) on the grounds of race, colour, sex or sexual orientation, disability or for any other reason which may interfere with the peace and comfort of, or cause offence to, any other Tenant, visitors or neighbours, employees or agents of the Co-operative.

### **D.1.11 Security of Property**

The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

### **D.1.12 Routine access**

Provided the Co-operative has given the Tenant at least 24 hours' prior Notice, the Tenant must give the Co-operative (or any person acting on behalf of the Co-operative) access to the Accommodation or any other part of the Property at reasonable times of day for the following purposes:

- a) to inspect its condition and state of repair;
- b) to carry out the Co-operative's repairing obligations and other obligations under this agreement; and

- c) to carry out any inspections required by law including (but not limited to) gas safety inspections and to carry out any works, repairs or maintenance required by law;
- d) to show prospective tenants the room as part of the membership joining process of the Co-operative.

### **D.1.13 Access during periods of absence of more than 28 days**

The Tenant agrees that if the Accommodation is to be unoccupied for a period of more than 28 consecutive days, the Co-operative may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

### **D.1.14 Emergency access**

- a) The Tenant must give the Co-operative (or any person acting on the Co-operative's behalf) immediate access to any part of the Property, including the Accommodation, in the event of an emergency on the Property.
- b) The Tenant must provide a copy of any keys necessary to access the Accommodation if requested by the Co-operative.

## **D.2 When the Tenancy terminates**

### **D.2.1 The Co-operative's possessions**

Where an inventory has been provided, the Tenant shall ensure that all items mentioned are returned to the control of the Co-operative in the same condition and state of cleanliness as they were at the start of the Tenancy, except for fair wear and tear.

### **D.2.2 The Tenant's possessions**

The Tenant must remove all possessions (including any furniture) and rubbish belonging to the Tenant, or to any of the Tenant's visitors, from the Property at the end of the Tenancy. This shall include any possessions in Communal Areas. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Co-operative will remove and store the possessions for one month (other than any perishable items which may be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Co-operative 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 of said possessions.

### **D.2.3 Keys**

The Tenant must give vacant possession and return all keys to the Co-operative at the end of the Tenancy.

### **D.2.4 Forwarding address**

The Tenant must provide the Co-operative with a forwarding address at the end of the Tenancy.

## **E. Tenants' additional rights**

### **E.1 Decorating**

- a) The Tenant has full right to decorate the Accommodation according to personal taste as long as it complies with the obligations set out above in sections D1.6 and D1.7 and as long as the Co-operative is informed at a general meeting of the Tenant doing so prior to decorating. When the Co-operative is notified of the decorating, it may require the Tenant to redecorate the Accommodation at the end of the Tenancy.
- b) The Tenant has the right to decorate the Communal Areas if and only if notice to do so was issued to and agreed by the Co-operative.

### **E.2 Improvements**

The Tenant may make improvements, alterations and additions to the Property (including external decoration) and may make additions to, or alterations in, the Co-operative's installations, fixtures and fittings, provided that the Tenant has first obtained the minuted approval of the Co-operative at a General Meeting and all other necessary approvals, (for example, where planning permission or building regulations approval is required). The Co-operative will not unreasonably withhold its consent to a request to make improvements, but may make it conditional upon the work being carried out to a specified standard. Failure to comply with the Co-operative conditions may be treated as a breach of the Tenant's obligations under this Tenancy.

### **E.3 Complaints**

If the Tenant feels that the Co-operative has broken this agreement or not performed any obligation contained in it, the Tenant should in the first instance approach the Co-operative through any established mechanism. Failing this, a complaint at a General Meeting of the Co-operative, or in writing may be made, giving sufficient details of the breach or non-performance.

## **F. The Co-operative's additional rights**

### **F.1 Temporary exclusion**

In the event of the Tenant behaving in a manner which constitutes gross misconduct, the Co-operative may in accordance with the procedure in its rules temporarily exclude the Tenant from the Accommodation and/or Communal Areas, pending resolution of the issue via the Co-operative's dispute process.

For the purposes of clarity, temporary exclusion does not mean the Tenancy of the individual concerned has been ended.

## **G. Termination of Tenancy**

### **G.1 Termination by the Co-operative**

The Co-operative may terminate the Tenancy at any time by issuing a Notice To Quit, in accordance with Section 5 of the Protection from Eviction Act 1977., The notice period will be a minimum of one month or four weeks, dependent upon whether the Tenancy is monthly or weekly rolling. At the end of the notice period the Tenancy ends and the Tenant becomes a trespasser if they remain in the Accommodation.

During the minimum term (if applicable) the Co-operative can only terminate the Tenancy if:

- a) The Tenant has breached one of the conditions in this agreement (including but not limited to arrears of rent); or
- b) The Tenant's membership of the Co-operative has been ended in accordance with the Rules

### **G.2 Termination by the Tenant**

The Tenant may terminate their Tenancy by informing a General Meeting of the Co-operative or the Co-operative Secretary (or appropriate officer) with   days  month Notice; once accepted, such Notice is irreversible.

# **H. Additional Terms between the Co-op and the Tenant**

# I. Signature of the parties

Signed (on behalf of the Co-operative):

Signed by the Tenant:

Name:

Name:

Position:

Date:

Date:

Signed by the Tenant:

Name:

Date:



## J. License and contributions

### J.1 License

- a) This work is licensed under the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-sa/4.0/>



- b) This work is attributed to *Radical Routes Ltd* (the author)
- c) This work was adapted by Firelight Housing Co-operative in Jan 2020 for joint tenancy, for additional clarity relevant to Firelight's specific situation (lease from a housing association) and for clarity on the nature of the tenancy (section B.2).

### J.2 Contributions

- a) The work on creating this model tenancy agreement has been done by *Radical Routes Ltd*, a UK wide network of co-operatives working for positive social change.
- b) Financial contributions towards a legal opinion regarding this agreement were made by:

*Radical Routes*

*Co-operatives UK*

*The Confederation of Co-operative Housing*

*Ploughshare Housing Co-operative*

*Ecology Building Society*

## **K. Schedules (appendices)**

- 1 - Property plan to define the Accommodation
- 2 - Property plan to define Communal Areas
- 3 - Inventory for any item the co-op is providing and responsible for