

This contract is between

Name and address	Supported Living Services. 19 Augusta Road, Ramsgate, Kent. CT11 8JP
Name of Tenant	And (also referred to as 'the Tenant' or 'you')
Address	In respect of: ('the premises')
Description of the premises	which comprises
Furniture inventory	The premises are furnished in accordance with the attached inventory, attached as Schedule 1 of the agreement.
Aims of the project	The contract is provided in accordance with the aims of the project, which are to: To promote and support people thereby enabling them to reach their optimum level's of independence within the Supporting People Framework
Care and support services	Care and support services in connection with the aims and objectives will be provided by the Organisation and are set out below Support will be given to cover the following issues: Tenancy management, Benefits, Budgeting, Life Skills, and Interpersonal Skills. Liaison with outside agencies.
Handback arrangements	When it is agreed that you no longer require the support offered by the Organisation under this floating support arrangement.
Tenancy start date and term	The contract begins on 16/03/2006 and is an assured shorthold fixed term tenancy, the terms of which are set out in this agreement.

GENERAL TERMS

1. It is agreed as follows:

Payment for the premises

1.1 Full Fees paid by Social Services
 1.2 N/A

Service charges

1.3 We shall provide the services attached as schedule 2 in connection with the Tenancy for which you shall pay the service charge shown.

Changes in rent

1.4 N/A
 N/A

Service of Notices

.....
 ...
 We shall provide the services attached as schedule 2 in connection with the Tenancy for which you shall pay the service charge shown.

Altering the agreement

1.6 N/A
 1.7

2.0 SUPPORTED LIVING SERVICES' RESPONSIBILITIES

Possession

2.1 We agree to give you possession of the flat at the start of the tenancy.

Access

2.2 We will not interrupt or interfere with your right to peacefully occupy the room except where: -
 (i) We require access to inspect the condition of the room or to carry out repairs of other work to the room, communal areas or adjoining property or
 (ii) We require access to provide any of the care of support services or the services listed in 1.3 above; or
 (iii) A court has ended the tenancy
 (iv) There is evidence that you have abandoned the room and the tenancy.

Water rates and other charges

2.3 The tenant will pay the Water Rates and other charges due to the Local authority and water authority.

Repair of the structure and exterior

2.4 We will keep in good repair, the structure and exterior of the property including:
 i) Drains, gutters and external pipes
 ii) the roof
 iii) Outside walls, doors, window sills, window catches, sash cords and window frames including painting and decoration
 iv) Internal walls, floors, ceilings, doors and door frames, door hinges and skirting boards
 v) Chimneys, chimney stacks and flues
 vi) Pathways, steps and other means of access
 vii) Plasterwork
 viii) Integral garages and stores
 ix) Boundary walls and fences

Repair of installations	2.5	We will keep in good repair and working order any installations provided for space Heating, water heating and sanitation and for the supply of water, gas and electricity Including: i) basins, sinks, baths, toilets, flushing systems, waste pipes ii) electric wiring (including sockets and switches), gas, water pipes iii) water heaters, fireplaces, fitted fires, central heating.
Repair of common parts	2.6	N/A
Repair of fixtures, fittings and furniture	2.7	We will keep in good repair all internal and external fixtures and fittings, furniture, cooking and washing appliances provided by the Organisation.
Internal decorations	2.8	We will keep the interior of the premises and common parts in a good state of Decoration and normally decorate the flat every 3 years.
External decorations	2.9	We will keep the exterior of the premises and common parts in a good state of decoration and normally decorate these areas once every 5 years.
Furniture	2.10	We will replace furniture in accordance with the normal life-expectancy projections or in the event of destruction or damage by some event for which we were responsible. Entirely at our discretion, we may replace furniture damaged or stolen by third parties but we are not obliged to.
Repairs	2.11	(i) Supported Living Services' priorities and target times for different kinds of repair are available from Supported Living Services' staff. (ii) We are not responsible for any repairs or maintenance which is needed because: (a) you, a relative or anyone who has your permission to be on the property has caused the damage, neglected the property or broken the terms of this agreement; or (b) Fire, flood, storm or other accident which could not have been prevented has damaged the property. We can consider the age and character of the property, and how long it is likely to Last, when we are assessing what repairs or maintenance are required (iii) We do not have to repair anything that is your property or which you are entitled to take away from the premises.
Insurance	2.12	(i) We will insure the premises for the full reinstatement value. If we make an insurance claim this does not mean that we have accepted any obligation to reinstate or rebuild the property. (ii) We will insure furniture, fixtures and fittings owned by the Association. (iii) You are responsible for insuring your personal possessions.
Tenants' Guarantee	2.13	We will provide you with information on housing management policies.
	3.0	THE TENANT'S RESPONSIBILITIES
Possession	3.1	You agree to take possession of the flat at the start of the tenancy and nor to share possession with anyone or sub-let the whole or any part of it.
Rent	3.2	N/A
Use of	3.3	(i) You agree to use room and the premises for residential purposes as your only or

premises	<p>Principal home and not to operate a business from the flat or premises without the written consent of Supported Living Services which can be revoked on seven days notice if the business interferes with the peace and comfort of anyone in the vicinity, or is breaking the law.</p> <p>(ii) You agree not to use the flat or premises or allow the flat or premises to be used for illegal or immoral purposes, nor to bring or keep any article possession of which is prohibited by law in any part of the premises.</p> <p>(iii) You agree not to prevent anyone entitled to joint use of the facilities at the property from using them and to share those facilities in a sensible manner.</p>
Visitors	<p>3.4 (i) You agree to be responsible at all times for the conduct of your visitors and not to leave visitors unaccompanied at the room or the premises.</p> <p>(ii) You agree not to allow into the property anyone who we have said is to be excluded from it.</p> <p>(iii) You agree not to invite children into, or permit children to enter, the flat or the premises without the consent of the Supported Living Services staff.</p> <p>(iv) You agree not to leave invited children unaccompanied in the flat or the Premises, nor to allow children to stay overnight in the flat or the premises.</p>
Nuisance	<p>3.5 You agree not to do anything which is, or is likely to, cause, or to allow members of your household or visitors to do anything which is or is likely to cause, nuisance or annoyance to any other resident of Supported Living Services or to any persons in the neighbourhood.</p>
Racial and other harassment	<p>3.6 You agree not to commit, or allow members of your household or visitors to commit, any harassment or threat of harassment on the grounds of race, colour, religion, sex, sexuality or disability that may interfere with the peace and comfort of, or cause offence to any other resident of Supported Living Services or to any persons in the neighbourhood, or to any member of staff or contractor employed by Supported Living Services.</p>
Noise	<p>3.7 (i) You agree not to play, or to allow members of your household or visitors to play, any radio, television, hi-fi equipment or musical instrument so loudly that it causes a nuisance or annoyance, or would be likely to cause a nuisance or annoyance to any other resident of Supported Living Services or other persons in the neighbourhood or can be heard outside the room between the hours of 11.00 pm and 7.30 am and</p> <p>(ii) You agree not to use electrical, mechanical, do-it-yourself or other equipment so that it causes nuisance or annoyance, or is likely to cause nuisance or annoyance to any other resident of Supported Living Services or other persons in the neighbourhood.</p>
Disruption	<p>3.8 (i) You agree not to commit, or allow members of your household or visitors to commit any act which results in serious disruption or physical harm to any other resident of Supported Living Services or to any persons in the neighbourhood, or to any member of staff or contractor employed by Supported Living Services.</p> <p>(ii) You agree not to assault, threaten, harass or obstruct Supported Living Services' staff, or Supported Living Services contractors or agents while they are carrying out their job.</p>
Pets	<p>3.9 You agree not to bring any pets or other animals into the flat or onto the premises without the written consent of Supported Living Services which can be revoked on seven days notice if any such pet or other animal interferes with the peace and comfort of anyone in the vicinity, or is being mistreated.</p>
Alterations	<p>3.10 You agree not to remove or make any alterations or adaptations to the flat, premises or any fixtures, fittings, furniture or equipment provided by or belonging to Supported Living Services.</p>
Damage	<p>3.11 (i) Neither to cause, nor to allow members of your household or visitors to cause, Damage to the rooms or the premises or to Supported Living Services' fixtures, fittings or furniture.</p> <p>(ii) You agree to pay us additional rent to cover the cost of repairing or replacing</p>

		anything damaged, removed or altered in breach of this clause or the preceding one.
Cleanliness	3.12	You agree to keep the flat reasonably clean and tidy and to assist in keeping the communal area clean and tidy.
Reporting disrepair	3.13	You agree to report to Supported Living Services promptly any disrepair or defect for which Supported Living Services is responsible in the flat, premises or common parts or in any installation, furniture, fixture or fittings for which we are responsible.
Access	3.14	<p>(i) You agree to allow reasonable access to Supported Living Services' staff, agents, or contractors acting on behalf of Supported Living Services for the purpose of inspection, servicing and Maintenance of the flat, premises or adjoining property, and</p> <p>(ii) to allow access at all times to Supported Living Services' staff or agents to the communal facilities, and</p> <p>(iii) to allow access to Supported Living Services' staff in order to provide the care or support services detailed in this agreement.</p> <p>(iv) We will normally give at least 24 hours' notice when access to the flat is required, but in an emergency (for example, if water is overflowing), we may break into the property to carry out urgent repairs.</p> <p>If we do this we will repair any damage we caused to the locks, doors, windows or frames when we were breaking in. But if the original fault is your responsibility, or has been caused by your neglect, you must pay us additional rent to cover the expenses we incur gaining access to the room and for the cost of the repair.</p>
Assignment	3.15	You agree not to assign the tenancy except by way of a court order made in Family Proceedings.
Lodgers and subletting	3.16	You agree not to take in a lodger or allow anyone else to live in the flat or premises. This includes any partner or child you may have.
Health and safety	3.17	You agree to comply with the rules for fire safety and for other health and safety Matters in the flat and premises, which are attached or displayed in the premises and not to engage in any conduct or activity which is likely to endanger the health and safety of any other resident of Supported Living Services, visitors, staff or any other persons in the locality.
Absence from the premises	3.18	You agree to inform Supported Living Services' staff, in writing and in advance if you intend to be away from the flat for more than2... days.
Abandonment	3.19	You agree not to abandon the flat and tenancy. If you fail to occupy the flat as your only or principal home for a period of more than7..... days and we have evidence that the flat has been abandoned, then we may take possession of the flat. In these circumstances, we may end the tenancy by service of a Notice to Quit on the flat or at your last known address.
House rules	3.20	<p>Other rules</p> <p>House Rules:</p> <p>You agree to comply with the house rules which are attached as Schedule ...1.... of this agreement. These rules exist in order to achieve the aims and objectives of the project set out on page 2 of this agreement. House rules may only be amended after consultation with all of the residents at the property.</p>
Alcohol		<p>Alcohol</p> <p>You agree not to bring or to consume, or allow members of your household or visitors to bring or consume alcohol in the flat or at the premises. These rules exist in order to achieve the aims and objectives of the project set out on page 2 of this</p>

agreement.

Vehicles and parking

Vehicles and Parking

- a) You must not park any vehicle or trailer on our property, except in a garage or other marked parking space that you rent with the property.
- b) If there is a parking area which is our property, you can park one private car or motorbike on it. The vehicle must be fit for regular lawful use on a public road, and of a reasonable size and weight for the parking area. The vehicle must stand on its own wheels and not be on a trailer, ramps, blocks or any other form of support. The vehicle must be taxed and insured.
- c) You must get our written permission if you, or any member of your household, want to park any other type of vehicle, trailer, or more than one vehicle in the parking area. We can withdraw our permission at any time by giving you seven days' written notice.
- d) If there are allocated spaces in the parking area, you must use only the space that is allocated to you or your household.
- e) You can carry out reasonable minor repairs in the parking area, but you must not use spray equipment or powered tools, break up vehicles, or carry out repairs for which you will be paid.
- f) You must not put caravans, vehicles, trailers, boats or parts from any of these in the property's garden without our written permission.
- g) By signing this agreement you authorise us to remove any vehicle or other object, that is left anywhere on our property and breaks these conditions, or which we think has been abandoned or is dangerous. You must pay use extra rent to cover any expenses we run up removing and disposing of any item which any member of your household was responsible for.

4.0 TENANT'S RIGHTS

You have the following rights:

Right to occupy

4.1 You have the right to occupy the flat without interruption or interference from Supported Living Services for the duration of this tenancy (except for the obligation to give access to Supported Living Services' staff, agents or contractors) so long as you comply with the terms of this agreement and have proper respect for the rights of other residents of Supported Living Services, neighbours and other persons in the locality.

Right to consultation

4.2 You have the right to be consulted before we make any changes in housing management, maintenance, care and support practice or policy that are likely to substantially effect you.

Right to information

4.3 You have the right to receive information from Supported Living Services about the terms of this tenancy and about Supported Living Services' repairing obligations and its policies and procedures on resident consultation, housing allocation and transfers.

Right to complain

4.4 We operate a complaints procedure by which you can complain about any aspect of Supported Living Services' services. Full details of Supported Living Services' complaints procedure are attached/set out in the residents handbook.
If you are still dissatisfied after Supported Living Services' complaints procedure has been exhausted, you have the right to complain to the Independent Housing Ombudsman, details of which are attached/set out in the residents handbook.

Tenure

4.5 You shall remain an assured shorthold tenant for the duration of the tenancy as long as you occupy the premises as your only or principal home.

5.0 ENDING THE CONTRACT

By the tenant	5.1 You must give Supported Living Services at least one month's notice in writing when you wish to end the tenancy. This notice should end on the first Sunday after one month, and we can at our discretion accept less notice than this.
Moving out	5.2 You must give Supported Living Services vacant possession and return all keys of the flat and premises to Supported Living Services on or before the day the notice expires. You must clear all rubbish and leave the flat, furniture, fixtures and fittings in reasonable condition. We accept no responsibility for any belongings you leave behind and may dispose of them.
By Supported Living Services	5.3 We can end an assured shorthold tenancy by obtaining a court order for possession of the premises. (i) before or after the end of the fixed term shown at the start of this agreement, on one or more of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. We agree that we will not normally give less than four weeks notice, or two months where this applies, of our intention to seek possession on the following grounds: <ul style="list-style-type: none">• You have not paid the rent which is due (Ground 10)• At least 8 weeks rent is unpaid (Ground 8)• You have broken or failed to perform any of the conditions of this tenancy (Ground 12)• You, or members of your household or invited visitors, have caused damage to, or failed to look after the premises (Ground 13)• You or members of your household or visitors, have been guilty of conduct which causes or is likely to cause nuisance or annoyance to a person living, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the premises or allowing the premises to be used for immoral or illegal purposes or you have been convicted of an arrestable offence committed in or in the locality of the premises (Ground 14)• The condition of the furniture provided by Supported Living Services has deteriorated owing to ill treatment by you (Ground 15)• The property is subject to a mortgage granted before the start of the tenancy and the mortgagee requires possession of the premises for the purpose of disposing of them with vacant possession. (Ground 2)• We were induced to grant a tenancy to you as a result of a false statement made knowingly or recklessly by you or a person acting at your instigation. (Ground 17)• The tenancy passed to you as a result of a will or intestacy (Ground 7)• You are the sole tenant in residence and your partner has left because of domestic violence caused by you (Ground 14a) <p>OR</p> <p>(ii) At the end of the fixed term shown at the start of this agreement, if we have served two months notice under Section 21 of the Housing Act 1988 requiring possession of the premises. We would only do this for a good reason, for example because suitable alternative accommodation has been refused and/or you no longer require the care and support services offered by the project. We will not terminate the tenancy in this manner without a formal review prior to the service of the notice.</p> <p>OR</p> <p>(iii) At any time if the tenancy has stopped being assured because you have left, by following the procedure in clause 3.18 above.</p>

**Serious
nuisance,
disruptive or
violent
behaviour**

5.4 In the case of serious nuisance, disruptive or violent behaviour or harassment we reserve the right to serve notice and apply to court for possession of the room immediately, or to ask the court to dispense with the need to have served a notice.

6.0 SIGNATURE OF THE PARTIES

**Signed on
behalf of
Supported
Living
Services**

..... (Signature)
..... (Name)
..... (Position)
..... (Date)

**Signed by the
Tenant**

..... (Signature)
..... (Date)
