Gaining and Sustaining a Tenancy

Candidate Name:	SCN:

Introduction

In this unit we will be identifying appropriate sources for tenancy options available to you. There are several options open to you when applying for a home; these will include councils, housing partners, housing associations and private landlords. If you are homeless the local council will probably direct you to one of the local charitable organisation they use.

This unit will list several options open to you and demonstrate how to apply to them for housing. This will include where you may be placed on a list due to your personal circumstances.

- By the end of the unit you will have a better understanding of the tenancy options available to you
- You will undergo some exercises to assess your knowledge during the learning process and a written assessment at the end of the unit
- You will be able to fill in a housing application form

This unit will be delivered on an individual basis.

L.O.1(a)

Gather information from appropriate sources about tenancy options available.

Local Council Options; the local council will normally direct you to the appropriate organisation to assist you; it will depend on your circumstances where they send you.

Housing Advice and Homeless Services have a dedicated housing team who will assist you in finding accommodation. They have several options open to them, these include temporary accommodation, and this may mean staying in a B&B while they assist you in gaining a tenancy. Staff will check if there are any available vacancies in any of the homeless accommodations. They will also assist you in completing your housing application forms.

Housing Advice and Homelessness Services also operates an emergency service for anyone who becomes homeless outwith office hours. The telephone number for the out of hours service is 0800 121 4466. This number is free to call from BT landlines, although other providers and mobile phone providers may charge extra.

Local council; they will not allocate you a home but will direct you to an organisation that will assist you in finding a tenancy. If you are placed in homeless accommodation, you may be there for six months or more while your application is being processed and an appropriate home becomes available for your needs.

Of course, depending on your personal finances, you may wish to apply for a home from a private landlord. This usually requires one month's rent in advance and you may also require references from previous landlords.

When seeking a new home, all customers aged 16 and over who wish to apply for rented accommodation will be invited by the local council to discuss their housing options.

Choice Based Lettings enables you to bid upon available social housing within your local area.

As an applicant you will now only have to complete one single housing application form to apply to all social housing landlords.

The applicant's details will then be held on file which will make the process of applying for social housing much simpler and quicker.

How Social Housing is Allocated

The allocation policy sets out the rules followed when allocating empty houses. Allocating means the process of selecting people from the housing list, offering them a house and, if they accept, signing a tenancy agreement with them.

Group 1 Homeless	**Group 2 Mobility**	**Group 3 Housing need**	**Group 4 Exchanges**	**Group 5 General**
Statutory homeless - unintentionally homeless	**Priority A** Critical mobility need	**Priority A** Critical housing need	**Priority A** Tenants under occupying ranked in order of number of extra bedrooms	Applicants with no housing need
	Priority B Urgent mobility need	**Priority B** Urgent housing need	**Priority B** Other tenants	
	Priority C Mobility need	**Priority C** Housing need		

They will work out the number of bedrooms you require using the following criteria, based on who will be living permanently with you in the household.

- No more than two people should have to share a bedroom
- One bedroom for couples/partners
- One bedroom for single adult/single parent
- One bedroom for two children of the same sex up to 8 years old
- One bedroom for two children of the same sex up to 12 years old
- One bedroom for each child 12 years or over

They will make common sense exceptions to these rules depending on individual circumstances for example, if you require an additional bedroom on medical grounds, if you provide foster care, if you have access to children who do not reside with you on a full-time basis.

You must note that the criteria for allocation is not based on the regulations set by Department for Work and Pensions. This means that you may not get housing benefits to cover any additional bedrooms you apply for.

Bedroom size and what you can apply for:

Household Size	Bedsit	1	2	3	4	5+
Single person	*	*				
Couple		*	*			
Couple/Single adult and one other person			*			
Couple/single adult with two children under eight years old			*			
Couple/single adult with two same sex children both under 12			*			
Couple/single adult with two opposite sex children and one is aged six or over				*		
Couple/single adult with three mixed sex children all under eight				*		
Couple/single adult with same sex children all under12				*		
Couple/single adult with three mixed sex children and one is over eight				*		
Couple/single adult with three mixed sex children one is over 12				*	*	
Couple/single adult with three mixed sex children and two are over eight				*	*	
Couple/single adult with three children all over 12					*	
Any large household					*	*

Choice Based Lettings operates a group plus points system. You will be placed in the category most applicable to you circumstances and where appropriate, award points based on your current living arrangements.

Overcrowding	You will receive points if you have less bedrooms in your current home that they assess your household to need. Points will be awarded for every bedroom you are short if you are moving to larger accommodation	One bedroom 40pts Two bedrooms 40pts Three bedrooms or more 120pts
Under-occupation	Points will be awarded to partner landlord tenants under-occupying properties in Renfrewshire, if your home is too large for your needs and you are moving to a smaller accommodation	0ne bedroom 5 pts Two bedroom 10pts Three bedroom 15pts

Below tolerable standards	If your house has been declared as significantly below tolerable standard	60pts
Insecure tenure	If you live in a private rented accommodation and have a short assured tenancy If your under threat of losing your home through no fault of your own If you're in a tied accommodation and you have been told to leave within six months. (Tied accommodation is accommodation that is provided as a part of a person's job and is conditioned by the worker's continued employment with his/her employer. If you live in tied accommodation, you will generally lose the right to remain in the property if you lose your job).	5pts 50pts 50pts
Medical needs	Points will be awarded following completion of a medical housing assessment; points will be awarded based on this assessment of your needs	Level 1 low 25pts Level 2 medium 50pts Level 3 high 75pts
Sharing facilities	Points will be awarded if you have to share facilities with people who are not going to be rehoused with you i.e. you share a bathroom, kitchen or living room	Sharing with family 15pts Sharing with non-family 30pts
Providing or receiving help to live independently	Points will be awarded if you need to move to provide help to someone to allow them to live independently, points may also be awarded if you need to move so you can receive help for someone to allow you to live independently	10pts
Living in flats	If you have children under 12 who are living in a flat with a communal entrance and shared garden	20pts

Points will **NOT** be awarded for the following circumstances

Registration	Registration points will not be awarded with Renfrewshire Council	0pts
Incoming workers	Points will not be awarded to an applicant moving into the area as a result of being offered employment	0pts
Key workers	Points will not be awarded to an applicant moving to the area as a result of being offered employment where the job is deemed to be a key worker	0pts

Travel to work amenities	Points will not be awarded to an applicant looking to move due to their distance from work amenities	0pts
Environmental issues	Points will not be awarded for environmental issues such as unable to maintain your garden	0pts

Private landlords use agencies to rent their properties, most estate agents will have a list of properties to let (such as Slater Hogg and Howison).

You will also find dedicated letting agents. These can be found in your local papers.

You may also visit www.openrent.co.uk put the area you wish to rent in and a list of vacant properties will appear including the monthly rent.

The local council also has a list of private landlords available which can be obtained by contacting the local council. This may not be the best option as it will list all landlords but will not tell you if they have any vacancies, costing you more in phone calls.

A tenancy agreement may be required when starting out.

Questions

1. How many bedrooms can be offered to couple with two children aged eight or over same sex?

……

2. How many points do you get on the housing points system for shared family?

……

3. Are you entitled to point if you are living in a flat with children with a shared garden?

……

4. Can you keep pet in a private let?

……

Gaining and Sustaining a Tenancy

Identifying public sector and private sector tenancy types

L.O.1(b)

Identify one public and one private sector Scottish Tenancy type

After completion of this you will be able to identify public and private sector tenancies.

On the previous L.O. we listed the different types of Tenancy from this and the information that will be given in this L.O. you will be able to identify the difference between them.

- To complete this you unit you will complete a sample tenancy agreement for a public sector and one for a private landlord
- Complete the written questions

Public sector landlords

With this sector, as explained earlier there is now one application to apply for a tenancy and after completion of the form you will be placed on a waiting list for a vacant property to come up.

The waiting list can be quite long and could take up to a year to get a property depending on your circumstances, your place on the list will depend on the points system (which was explained earlier). In addition to this you can also utilise the online Choice Based Letting service which is updated every Monday at 10am. This will show you the available social housing properties and if any of these meet your housing needs you can register your interest and will be notified in due course whether your application has been successful.

When you are offered a property you will be given a viewing and have a short period to make up your mind if you wish to take this property, if you refuse the property you will be pushed back down the list and have to start over again.

If you accept the property you will be given a date when you can collect the keys to the property. The property will have been inspected prior to you taking up the tenancy, with all safety checks being completed; this includes the electrics and gas safe.

When you receive this property it does not come with any furnishings, carpets, light shades, white goods or cooking facilities, this is your responsibility.

The landlord has the responsibility for maintaining the property, this includes the garden and communal areas, but it is your responsibility, you will be asked to sign a tenancy agreement, with public sector this does not come with an end date.

You may also be asked to sign a good neighbour agreement, see below for a typical good neighbour agreement.

Typical good Neighbour Agreement

What is antisocial behaviour?

Antisocial behaviour covers a wide range of issues from littering, to dog fouling, to serious harassment.

Everyone has the right to live peacefully alongside their neighbours and your housing department (private or council) will take whatever action is necessary to resolve neighbour disputes. Experience has shown that it is better to attempt to resolve problems informally whenever possible.

However where a tenant (or visitor) is responsible for persistent antisocial behaviour the housing department will take action under their tenancy agreement. In the most serious cases this may result in eviction of the tenants responsible for causing the problem. Where the antisocial resident is not a housing department tenant, the housing department will use all appropriate legal measures to address unacceptable behaviour. This may include the help of other agencies such as police or the local authority.

We will:

- Ensure every tenant enjoys the right to security in their own home
- Ensure that all tenants enjoy the right to live peacefully without disturbance from their neighbours
- Ensure that every tenant can enjoy their right to a decent environment
- Take the strongest appropriate action against tenants and/or their family our visitors where antisocial behaviour is proven
- Take action against parents whose children are causing a nuisance where possible
- Co-ordinate action between housing department and other agencies
- Provide as much support and assistance as possible to the victim of antisocial behaviour. This may range from help in reporting a complaint to assistance with court appearances

You will:

- Be expected to show consideration for your neighbours and not cause a nuisance to them, their guests or the housing department staff
- Be tolerant of your neighbours be aware their lifestyle may be different from yours
- Contact your neighbourhood manager immediately if any antisocial behaviour issues arise
- Keep your house in a good state of cleanliness and décor
- Be responsible for the behaviour or your visitors
- Be expected to take your turn to keep any shared areas (such as staircases, entrances, gardens and drying areas) clean and tidy
- Keep pets under control and have the required permission to keep pets
- Not use your home as a business premise without written permission
- Only park your vehicles in appropriate areas, not on drying greens, gardens or common ground
- Keep your garden well maintained
- Place your household rubbish immediately in the bin provided and return the bin to the designated area or arrange for bulky items to be picked up or taken away
- Keep noise to a minimum and have consideration for your neighbours

What action can we take?

Tackling antisocial behaviour isn't just about getting tough – it's also about working together to deal with the issues and using the right intervention at the right time. The housing department is working closely with partner agencies to promote partnership working. We also work to promote good communities and community working.

The housing department has a number of options to combat antisocial behaviour. We will use the most appropriate and effective option to resolve the problem as quickly as possible. Wherever possible we will encourage you to work out disputes informally, however where further action is required we will not hesitate to use the options available including:

- Mediation services
- Referrals to support services
- ABSs acceptable behaviour contracts
- Verbal or written warnings
- Notice of proceedings stating that if problems persist court action will be taken to evict troublesome tenants

Action can also be taken through the courts against problem neighbours such as:

- Interdicts which prevent someone (owner or tenant) from continuing with their antisocial behaviour
- Eviction of tenants for breaching their tenancy
- Antisocial behaviour orders (ASBO's) can be used against the most serious offenders Breach of these orders is a criminal offence. The sheriff court can issue an ASBO against anyone over the age of 12 although they are most often applied to those over 18. Breach of these orders is a criminal offence

Please be aware that if any of these areas are breached you will have breached your tenancy agreement and further action will be sought.

I……

Have agreed to rent the property at,

…….housing Department

I have read the good neighbour agreement and understand the conduct expected of the housing department tenants, their families and visitors to their homes and what action the housing department will take to protect tenants from antisocial behaviour.

I agree to abide by the contents of the agreement, and the terms of my tenancy.

Signed……..

Date…….

Witness…….

Date……..

Private landlord

There are plenty of private lets available on the market at any one time available for you to view from various agents.

With a private landlord rental you have a much wider choice of the type of property available on the market from one bedroom home up to four bedroom homes.

You should be aware that private rental will cost you more than with the public rental, and with the private rental you will have to come up with a month's rental in advance. On most occasions the landlord will be looking for a deposit before you move in, this deposit may be withheld at the end of the lease for damages to the property etc.

The private landlord will ask you to sign a contract for the lease of the property these often come with a start and end date of the lease, it could be short term or long term, and often come with an option to extend the contract.

Unlike a public tenancy your rental property will normally come with cooking facilities, white goods (i.e. washing machine, fridge etc.) and floor coverings, they must supply the property with adequate heating facilities provide a gas safe certificate and maintain the property. So properties may have the option of coming fully or partially furnished. You may decide this is the option for you if you don't have any furniture, but these properties will normally have a higher premium rental.

You will be responsible for the general maintenance of the property, keeping the entire decor in a good state of repair (i.e. decorating, check with landlord on colour schemes etc.), the garden will also have to be maintained to a good standard.

Tenancy Agreement Information

A Tenancy Agreement also referred to as a Residential Tenancy Agreement, Short Assured Tenancy, or Assured Shorthold Tenancy Agreement, is a contract that sets out the obligations and expectations of the relationship of a landlord and tenant(s) during the tenancy.

You may use a Tenancy Agreement if you are leasing a house, flat, house share, flat share, or room to, or from, another party.

A tenancy may either be for a fixed period, which means it ends on a certain date, or it may be periodic, which means that it runs on a week-to-week or month-to-month basis.

Do I Need a Tenancy Agreement?

You may need a Tenancy Agreement if:

- You own a home and wish to let part of the property to a friend, family member, or tenant
- You are a tenant looking for a home or space to let
- You are a property manager or run a tenant placement service

What Does a Tenancy Agreement Cover?

A Tenancy Agreement includes information such as:

- The contact information for both parties
- Allowances, such as if pets, smoking, or home businesses will be allowed within the property
- The responsibilities of each party
- Financial details, such as payment amounts and due dates, late fees, and if there will be a damage deposit
- Option to purchase details if required

Where Can I Use This Tenancy Agreement?

You may use this agreement for any residential property within:

- England
- Wales
- Scotland
- Northern Ireland

Why is a Tenancy Agreement Important?

It's important to have a written contract between a landlord and a tenant in order to lay out all of the responsibilities and obligations of each party during the rental agreement. This way, both parties understand and agree to the terms, which can help to avoid conflict and disagreements in the future.

A Tenancy Agreement is designed to protect both parties' interests while ensuring that the property is maintained and cared for. Designating duties keeps the tenant in a comfortable home during the tenancy, and the landlord will receive a well-maintained home once the agreement has ended.

Tenancy Agreement

Short Assured Tenancy Agreement

THIS TENANCY AGREEMENT (the "Agreement")

BETWEEN:

_____

Address:

_____Scotland

_____

Telephone:_____

(the "Landlord")

- AND -

_____

Address: _____

Telephone: _____

(the "Tenant")

(individually the “Party” and collectively the “Parties”)

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

BACKGROUND:

A. This is a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988 or any successor legislation as supplemented or amended from time to time and any other applicable and relevant laws and regulations.

B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.

Let Property

1. The Landlord agrees to let to the Tenant, and the Tenant agrees to take a lease of the house, known as and forming _____, _____, _____, Scotland _____ (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as the Tenant's only or principal private single-family residence.

2. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given pursuant to this clause.

3. Subject to the provisions of this Agreement, the Tenant is entitled to the use of parking on or about the Property.

4. The Property is provided to the Tenant (*with/without) any furnishings. (* delete which does not apply)

5. The Tenant and members of Tenant's household will not smoke anywhere on the Property nor permit any guests or visitors to smoke on the Property.

Term

6. The term of the tenancy commences on 26 January 2019 and ends on 26 January 2020.

7. Should neither party have brought the Tenancy to an end at or before the expiry of the Term, then this Agreement will continue on a month to month basis thereafter until either Party will give to the other one month's notice to terminate this Agreement as required by the applicable legislation of Scotland (the "Act").

Rent

8. Subject to the provisions of this Agreement, the rent for the Property is £_____ per month (the "Rent").

9. The Tenant will pay the Rent in advance, on or before the _____ of each and every month of the term of this Agreement to the Landlord at _____ Scotland _____ or at such other place as the Landlord may later designate.

Quiet Enjoyment

10. The Landlord covenants that on paying the Rent and performing the covenants contained in this Agreement, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Tenant Improvements

11. The Tenant will obtain written permission from the Landlord before doing any of the following:

    a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

    b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

    c. removing or adding walls, or performing any structural alterations;

    d. installing a waterbed(s);

    e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

    f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

    g. affixing to or erecting upon or near the Property any radio or TV antenna or tower

Insurance

12. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Absences

13. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.

14. If the tenant no longer occupies the Property as its only principal home (whether or not the Tenant intends to return) the Landlord may, at its option, end the tenancy by serving a Notice to Quit that complies with the Act.

15. If the Tenant has abandoned the Property and the Landlord is unsure whether the Tenant intends to return, the Landlord is entitled to apply for a court order for possession.

16. If the Tenant has abandoned or surrendered the Property and the Landlord feels that the Property is in an insecure or urgent condition, or that electrical or gas appliances could cause damage or danger to the Property then the Landlord may enter the Property to carry out urgent repairs. If the locks have been changed for such urgent security reasons, the Landlord must attempt to provide notice to the Tenant of the change in locks and how they can get a new key.

17. If there is implied or actual surrender of the Property by the Tenant, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, let the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had

continued in force, and the net rent for such period realised by the Landlord by means of the letting. Implied surrender will be deemed if the Tenant has left the keys behind or where the Tenant has ceased to occupy the Property and clearly does not intend to return.

18. If the Tenant has abandoned or surrendered the Property and the Tenant has left some belongings on the Property, the Landlord will store the Tenant's possessions with reasonable care for a reasonable period of time taking into consideration the value of the items and cost to store them. Once the cost of storage is greater than the value of the items, such items may be disposed of by the Landlord.

Governing Law

19. This Agreement will be construed in accordance with and governed by the laws of Scotland and the Parties submit to the exclusive jurisdiction of the Scottish Courts.

Severability

20. If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

21. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in full force and effect.

Amendment of Agreement

22. This Agreement may only be amended or modified by a written document executed by the Parties.

Assignation and Subletting

23. The Tenant will not assign this Agreement, or sublet or grant any concession or licence to use the Property or any part of the Property. Any assignation, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Agreement.

Damage to Property

24. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

Care and Use of Property

25. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property.

26. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

27. The Tenant will not park (or allow to be parked) any caravan, boat or vehicle by the Property, if such parking, in the reasonable opinion of the Landlord, would cause nuisance or annoyance to neighbours or to anyone nearby.

28. The Tenant will keep the Property in good repair and condition and in good decorative order. The Tenant will maintain and clean the stairs and other common parts of the building in conjunction with the neighbouring proprietors, tenants and residents.

29. The Tenant or anyone living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.

30. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

31. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

32. At the expiration of the agreement term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

33. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

34. The Tenant agrees to obey all reasonable rules and regulations implemented by the Landlord from time to time regarding the use and care of the Property and of the building, which will include any car park and common parts or facilities provided for the use of the Tenant and other neighbouring proprietors.

Termination of Tenancy

35. The Landlord may terminate the tenancy by service on the Tenant of a notice to quit. The Landlord may serve such notice either:

    a. to terminate the tenancy at its end date, or

    b. to terminate the tenancy where the Tenant has broken or not performed any of his obligations under this Agreement.

36. In the event that the Tenant fails to remove from the Property at the end of the period specified in such a notice to quit, the Landlord may bring legal action against the tenant to recover possession of the Property on one or more of the grounds set out in Schedule 5 of the Housing (Scotland) Act 1988. These grounds are set out in the Schedule to this Agreement.

AT5 Acknowledgement

37. By signing this Agreement and taking entry to the Property, the Tenant acknowledges that he was served notice in Form AT5, before the creation of this tenancy (a copy of which notice is attached to this Agreement and signed as relative hereto), and that he understands this tenancy to be a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988;

Address for Notice

38. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

    a. Name: _____.

    b. Phone: _____.

    c. Post termination notice address:

    _____

39. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

    a. Name: _____.

    b. Address:

    _____

    _Scotland _____.

The contact information for the Landlord is:

    c. Phone: _____.

40. The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Agreement.

General Provisions

41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance by the Tenant of its obligations in this Agreement and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

42. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.

43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

44. Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.

45. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

46. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

47. This Agreement and the Tenant's leasehold interest under this Agreement are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

48. Facsimile signatures are binding and are considered to be original signatures.

49. Time is of the essence in this Agreement.

50. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

51. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Agreement will survive the termination of the Agreement, notwithstanding anything in this Agreement to the contrary.

52. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

53. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

54. During the last 30 days of this Agreement, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property and the Tenant agrees to allow the Landlord or its agents reasonable

access to the Property at reasonable times for the purpose of displaying such signs upon the Property.

In witness whereof these present are subscribed as follows:

_____	_____	_____
_____	__	__
___	Witness	Date
_____	_____	_____
_____	__	__
___	Witness:	Date

The Tenant acknowledges receiving a duplicate copy of this Agreement signed by the Tenant and the Landlord on the _____ day of _____, 20____.

_____

_____

You may also be asked to sign a good neighbours' agreement similar to the public tenancy.

Finally the private landlord will ask you to sign an inventory of all items in the house/flat this is to ensure when you leave the property all items listed must be left behind in a good state of repair.

Remember if your items supplied by the private landlord become faulty or breakdown they have the responsibility to repair or replace these items i.e. cookers, fridges and the heating system.

The following questionnaire is based on what you have read in this module. Please attempt to answer all questions. The answers will be reviewed during the next session of the programme.

Questions

1. Which will be more expensive, a public rental or a private rental?

……

2. Why is it quicker to get a private renal rather that a public rental?

……

3. What extra documents may you have to sign for a private landlord?

……

4. Can you pick the size of property you would like from a public landlord and why?

……

5. Can a private landlord withhold a deposit from you after the lease has ended and why?

……

Signed.	**Candidate:**	**Assessor:**	**Date:**
Print	**Candidate:**	**Assessor:**	

L.O.1(c)

Describe each tenancy type identified.

The grids below allow you to describe each type or tenancy, one for the Public sector and one for the Private sector.

Public Sector

Housing association Name	
Type of Property	

Please describe the property type and what item are supplied	
1	
2	
3	
4	
5	
6	
7	
8	

Private sector

Landlord or Agents name	
Type of Property	
Please describe the property type and what item are supplied	
1	
2	
3	
4	
5	
6	
7	
8	

L.O.1(d)

Describe the stages involved in making an application for each tenancy type identified.

You will now have received enough information on each type of tenancy to write out the stages of making an application, please write out each of the processes below.

Public sector landlord

Private sector landlord

L.O.2

Demonstrate a knowledge and understanding of the preparation required to move into a new tenancy.

From the past sections we have gone through and the handouts available to you, you should now be able to complete the following.

Identify which documents need to be prepared and signed before moving in.

Public landlord

Documents to be signed

Private landlord

Documents to be signed

Identify which checks should the landlord should carry out before the tenancy begins.

Public landlord

Checks required	Why

Private Landlord

Checks required	Why

Explain the importance of an inventory

We have talked through the importance of an inventory earlier, can you now explain why it is important?

Complete an inventory

You will now be given an area to complete an inventory, complete the inventory listing all you believe should be included.

Item	Reason for listing

L.O.3

Demonstrate knowledge in relation to sustaining a tenancy.

From all you have gone through could you now complete the next sections?

Describe the main rights and responsibilities of being a tenant.

Describe the main rights and responsibilities of being a landlord.

Describe the stages a landlord must follow before seeking to end a tenancy.

Identify sources to obtain advice and assistance in the event of disputes or difficulties.

This is now the completion of this unit.

Signed.	**Candidate:**	**Assessor:**	**Date:**
Print	**Candidate:**	**Assessor:**	