

Your tenancy - Intermediate Rent

Tenancy Agreement

This Tenancy Agreement is between

NEWLON HOUSING TRUST, the Trust, of Newlon House, 4 Daneland Walk, Hale
which is a registered provider of social housing under the Housing & Regenera

and (insert name)

(In the case of Joint Tenants, the names of all tenants shall be entered above. Each Tenant shall be liable to each of them and the Trust for the full responsibilities and rights

In respect of (insert address)

which comprises

The dwelling is the subject of a tenancy is held by a charity that is an exempt charity

The Tenancy is for a period of (insert date) for a week or more and it is a assured non-shorthold tenancy. The terms of which are set out in the Tenancy Agreement.

Details of people residing in the accommodation (insert name of each resident here)

Name	Relationship

Contents

What is Intermediate Rent?	3
What do I get with my home and what other costs are there?	3
Type of tenancy	3
How often does the rent go up?.....	3
Deposit.....	4
What you can expect from Newlon.....	4
What about repairs?	4
Will I be able to buy my home?	4
Your right to consultation.....	4
Illegal sub-letting.....	5
What if I want to go away temporarily?	5
Sole and joint tenancies.....	5
How to contact us.....	6

What is Intermediate Rent?

Intermediate Rent is a scheme where homes are let at rents which are set in between social housing rents and rents in the private sector. The rents are usually set at 70% of market rents in the local area.

What do I get with my home and what other costs are there?

The flat will be partially furnished and you will have a cooker, a fridge freezer and a washing machine. The property will have floor coverings but you will have to supply any other furniture yourself.

You will have to pay any utility bills including Council Tax.

For some properties there will be a separate Water Charge payable to Newlon.

Type of tenancy

If you became an Intermediate Rent tenant with Newlon before January 2016 you will have an Assured Shorthold Tenancy agreement, which would have been offered for a minimum of six months. After this period the tenancy runs on. We can only end the tenancy if we give you two months' notice in writing. This notice is called a Notice of Requiring Possession (Section 21). After this, we have to apply to the Court for possession. Unlike Assured Tenancies, the Court cannot use its discretion and refuse our request.

All Intermediate Rent homes are offered as three year Fixed Term Tenancies. At the end of three years we review the tenancy and if you still meet the Intermediate Rent criteria we will normally offer a further three year Fixed Term Tenancy. Please note that in this instance a new three year tenancy will be created. Your original deposit will be held against the next tenancy and you will be required to provide a deposit for the new tenancy. Your rent will be reassessed against 70% of prevailing private rents and therefore could increase or change when the new tenancy starts. Please note if your tenancy was renewed before November 2018 it will have been renewed for two years. When you next renew your tenancy it will be offered for three years providing you meet the necessary criteria.

How often does the rent go up?

Newlon may increase your rent at any time by giving you no less than four weeks' notice in writing of the increase.

Deposit

You will have to pay a deposit which is normally equivalent to one month's rent. This is registered with the Deposit Protection Scheme and is independent from Newlon. At the end of your tenancy we will return your deposit minus any rent arrears or costs we incur for putting right any damage to the property or white goods while you have been living there or for the clearance of rubbish.

What you can expect from Newlon

As an Intermediate Rent tenant you can expect a written tenancy agreement setting out your legal rights and responsibilities as a tenant and ours as landlord.

What about repairs?

Your tenancy agreement will tell you which parts of your home we will repair, and which repairs you are responsible for. Our 'Repairs' leaflet provides information about what type of repairs we do and how long it takes for different types of repairs to be carried out. You can find this at **www.newlon.org.uk/publications**.

Will I be able to buy my home?

Intermediate Rent tenants cannot buy their home. If you are interested in owning your own home, Newlon provides Shared Ownership housing which can be purchased on a part buy, part rent basis subject to a range of eligibility criteria. Please visit **www.newlon.org.uk/finding-a-home/shared-ownership** for more information.

Your right to consultation

We will consult you about any changes in the management or maintenance of your homes that will have a significant impact on you.

Each year we will give you information about how we have performed as a landlord.

Personal Information and Data Protection

Newlon is committed to managing residents' personal data securely in line with the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018. Information about how we manage and store your data, details of our Data Protection Officer and your rights in relation to any personal data we hold can be found in our privacy notice for residents at www.newlon.org.uk/data-protection. You can email dataprotection@newlon.org.uk if you have any queries.

Illegal sub-letting

You cannot move out and rent out the whole of your home. If you do, we will take action to repossess the property and neither you nor the person occupying will be able to live there.

What if I want to go away temporarily?

If you are going to be away temporarily, please let us know. If you have to be away for work or to look after a dependant please let us know as in exceptional circumstances someone can temporarily live in the property with our permission and look after it on your behalf. You will still be liable for the rent and any other tenancy obligations.

If the rent is not paid, or if the person you leave in the property causes nuisance, you could end up losing your home. If the person refuses to move out when you return, you will be responsible and may have to pay court costs to make them leave.

If you sublet your home without telling us, we may have no option but to end your tenancy.

Sole and joint tenancies

Sole tenancy

If you are the only named person on the tenancy agreement you are a sole tenant, even if there are other people living with you.

Joint tenancy

If two people are named on the agreement then both are named as joint tenants. This means you are both responsible for tenancy conditions. If one joint tenant does not pay the rent, the other will still have to pay the whole amount.

Changing a sole tenancy to a joint tenancy

There is no legal right to a joint tenancy. If you want to add a person onto your tenancy, we will have to end your sole tenancy and grant a new one. These are granted at our discretion.

For a person to be added as a joint tenant they will need to meet the criteria for Intermediate Rent and demonstrate that they have a Right to Rent.

Contact our Service Centre in the first instance if you are interested in adding a joint tenant to your tenancy.

Ending joint tenancies

The law regarding property rights when people split up is complicated. If you want to end a joint tenancy please contact our Service Centre in the first instance. In this event we also recommend that you seek independent legal advice from a solicitor or law centre.

If joint tenants no longer want to live together, Newlon has no right in law to decide which of you should have the tenancy. Only the courts can make this decision as part of divorce or separation proceedings. Unless you have a court order the joint tenancy will continue and you both remain liable for the rent and any other tenancy conditions, even if there is only one of you still living in the property. If you have a joint tenancy and one person has left, we cannot simply take their name off the tenancy.

Please note that even if you agree to end a joint tenancy we are not obliged to grant a new sole tenancy.

How to contact us

For any enquiries, please call our Service Centre on **020 7613 8080** or email **customerservice@newlon.org.uk**.

A wide range of information about our services can be found on our website: **www.newlon.org.uk**.

If you would like this information in large print, audio, Braille, or an alternative format, please ask a member of staff.

Newlon Housing Trust
Newlon House, 4 Daneland Walk,
Hale Village, London, N17 9FE.
Tel: 020 7613 8080

Phone calls may be recorded for training and quality purposes.

Newlon Housing Trust is a charitable housing association.

This leaflet was correct at the time of printing. Information does change over time. Please check our publications at www.newlon.org.uk/publications/leaflets-brochures/ for the latest version.

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