



Tenant Information Pack

INTRODUCTION

This Information Pack has been designed to provide you with essential information on Temp2Perm Housing CIC and on your tenancy. We hope you will find it useful. Keep it with you at your property as it will provide you with all the key information you will need to experience a safe and secure tenancy

It is not essential to read this pack from cover to cover on the day you move in – the contents list means you can look at the section you require easily. We do recommend you familiarise yourself with the contents once you are moved in and settled.

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Who is Temp2Perm Housing CIC

Temp2Perm Housing is a not for profit organisation working in partnership with Cardiff County Council (CCC) and Cardiff and Community Housing Association (CCHA). Temp2Perm Housing is the Managing Agent acting on behalf of CCHA and provides a full Housing Management service to both Landlords and Tenants.

Properties

Temp2Perm Housing does not own any properties. Properties are leased from private owners for use as temporary accommodation. Properties are situated in Cardiff. Properties range from studio apartments to large houses.

Tenants

Tenants housed by Temp2Perm Housing are homeless single people and families who have been referred by Cardiff County Council Temporary Accommodation Section whilst their case is investigated. Once it is found that they are unintentionally homeless and in priority need they can remain with Temp2Perm Housing until they receive their offer of permanent accommodation.

Services

Housing Management Service

Temp2Perm's Housing Management Service prepares properties for letting, lets the properties, and deals with rent, repairs and other tenancy issues.

MOVING IN

Property Letting

Your home has been prepared for letting by Temp2Perm Housing and you should find it in a suitable condition for letting.

Temp2Perm will have made sure that:

- the property is in a clean condition
- decoration is in a suitable condition
- all fixtures and fittings are in-tact

- the heating appliances have been serviced in the last twelve months
- a Gas Safety Certificate has been issued in the last twelve months
- the electrical system has been checked within the last five years
- mains fitted smoke alarms are fitted in the property

On moving into the property if any of the above is outstanding you will be told what is to be done and when it will be completed.

Our Housing Management Team will provide information on:

- how to use the heating and hot water system
- the location of the electricity meter
- the location of the gas meter
- the location of the water stop tap
- the location of the electricity fuse box/circuit breaker

They will also explain:

- the terms of your tenancy agreement
- how to report repairs
- how to contact Temp2Perm Housing

Content Insurance

We strongly advise that you take out contents insurance against damage to your possessions from flood, fire or theft. Temp2Perm Housing does not take responsibility for any damage to, or theft of, your belongings during your tenancy.

Change of Address and Circumstances

When you move into Temp2Perm Housing accommodation you will need to inform the following agencies of your change of address:

Welfare Benefits

If you are in receipt of benefits you must inform the Department of Work and Pensions of your change of address.

Housing Benefit

The housing officer who signs you up for your property will help you complete a Housing Benefit application form. Our housing benefit claim forms are processed by the Temporary Benefits Team (hostel team) Housing Benefit Department.

Tenants are required to submit two forms of proof of identity and evidence of all income/capital or savings within 28 days of their tenancy commencement date.

Council Tax

In completing the appropriate Housing Benefit form you will be registered to pay Council Tax at the property and may qualify for a rebate.

Doctors/Dentists

Moving into Temp2Perm Housing accommodation may mean moving into a new area. You may need to register with a local doctor and dentist.

If you prefer to remain registered with your present doctor contact the surgery to ensure that in case of a call out they will be able to call to your changed address.

Families with children under five should inform their Health Visitor of their change of address.

Schools

If you have a child / children and have moved to a new area your child / children may need to change schools.

Contact the Council's Education Department to discuss your transfer options to local schools or contact your current school direct to discuss a transfer.

TV Licensing

You need to inform the TV Licensing Authority of your change of address.

If you do not currently have a TV Licence it is your responsibility to get one. Anyone caught without a license but with the use of a TV risks being fined £1000 by the Licensing Authority.

TENANCY MATTERS

Tenancy Agreement

Your tenancy agreement with Temp2Perm Housing is a temporary tenancy and is known as a non assured weekly tenancy.

The tenancy agreement is a legal document between you as the tenant and CCHA as the landlord. It sets out both your rights and responsibilities as a tenant and CCHA rights and responsibilities as a landlord. Temp2Perm Housing acts on behalf of CCHA as the Managing Agent.

Your tenancy agreement was provided to you at the start of your tenancy. It is important that you read it in full and understand it. If you have any questions about your tenancy agreement please contact our office and speak to our Housing Management Team.

Rents and Arrears

Paying your rent

Rent can be paid in the following ways:-

By post: Cheques or postal orders should be made payable to Temp2Perm Housing CIC.

Standing order: An instruction to your bank or building society to pay your rent from your current account.

At the office: Pay by cash or cheque at the office between 10.00am and 4.00pm, Monday to Friday. (Visits to our office are by appointments only)

Payment Agreements

A Payment Agreement is an agreement signed by yourself and Temp2Perm Housing detailing the amount you need to pay and when they are due.

A Payment Agreement can be designed to help you manage your payment of a rent top-up or rent arrear.

We encourage you to enter into a Payment Agreement with us to help you maintain your payments.

It remains your responsibility to make sure that rent is being paid on your behalf.

Please inform the Housing Benefit Department and Temp2Perm Housing immediately of any change in your circumstances during your tenancy, such as a change in your income, as this will enable Housing Benefit to be recalculated quickly so that there is no loss of benefit and no build up of arrears.

During your tenancy with Temp2Perm Housing the Housing Benefit Department will contact you to check your claim is still valid. Please ensure you respond to any requests for information.

Difficulty in Paying Rent

We recognise that sometimes it might be difficult to pay rent. We aim to support you in overcoming these difficulties.

If you have difficulty in paying rent and get into arrears please contact Temp2Perm Housing to discuss ways of repaying the debt or assisting you if there is anything that can be done to overcome the arrears if this is an issue with Housing Benefit.

Legal Action

If we are unable to come to an agreement about repaying your arrears, Temp2Perm Housing will consider taking legal action against you to recover the debt.

If you reach 4 weeks of arrears you may receive a Notice to Quit on the grounds of rent arrears. This will allow you 28 days to agree a Payment Agreement with us or failing this, to move out to alternative accommodation – **you will still be liable for the rent owed.**

Eviction

If after 28 days no agreement has been made to clear your arrears, and you are still living at the property, Temp2Perm Housing can apply for a court date to go ahead with eviction proceedings. This will incur court costs for which you will be liable.

During this time you can still agree a Payment Agreement to clear your arrears. This will not prevent court proceedings but will mean that we will apply for a Suspended Possession Order which means

that as long as you maintain regular payments you will not be evicted.

If you do not enter into a Payment Agreement we will apply to the court for an attachment of earnings which means that money will be deducted directly from your benefits/wages to pay off your arrears.

Temp2Perm Housing will also consider other ways of recovering the debt, such as referral to an independent debt collection agency or taking the case to the Small Claims Court. If any such action is taken you will be liable for additional costs incurred as a result.

We hope that you will work with us to avoid having to take this course of action. We encourage you to approach us at any stage in these proceedings to discuss any difficulties and agree a manageable Payment Agreement.

To obtain further information or advice you can contact your local Citizens Advice Bureau, Cardiff Law Centre, Housing Help Centre or an independent solicitor.

Living In and Looking After Your Property

Decorating

The decoration of the interior and exterior of your property is carried out by Temp2Perm Housing and your property will be in a suitable condition when you move into the property.

If you wish to redecorate because:

damage has been caused to existing decoration which is your responsibility to make good

Or

you wish to improve the property

you will need written permission from Temp2Perm Housing before undertaking this work.

Gardens

If you have a garden it will be in a reasonable condition when you move into your property.

If you are elderly or disabled, or for some other reason have difficulty in maintaining your garden, Temp2Perm Housing may maintain the garden on your behalf.

Keys

You will be provided with one set of keys for your property.

If you lose your keys we have a spare set at the office so a new set can be cut but you will be charged for this replacement set. **If you lose your keys and to gain access, break into your property we will charge you to repair any damage caused.**

N.B. Temp2Perm Housing will only use spare keys to your property if we have your permission to do so, or there is an emergency, or we are concerned for your welfare.

Pests

If you have a problem with insects, such as a wasp nest, or a problem with mice or rats please contact Housing Management at Temp2Perm Housing.

Rubbish

Please do not let rubbish accumulate as this encourages vermin.

Do not put rubbish out in advance of collection day as this can not only attract the unwanted attention of cats and dogs but it is an offence that could result in prosecution and a penalty of £75.00

If you live in a flat do not leave rubbish in the communal areas – stairs or landing, as this could cause access problems for other tenants or visitors and you could block your escape in the event of a fire.

For collection of unwanted bulky household items please contact Connect2Cardiff on 02920 872087.

Safety

Temp2Perm Housing aims to ensure properties are as safe as possible. An annual gas safety certificate and five year electrical safety certificate is undertaken on the property and boilers are serviced annually as part of a maintenance contract.

Temp2Perm Housing provides mains fitted smoke alarms in all of the properties. Properties which are classified as a House in Multiple Occupation will have fire extinguishers and fire blankets in addition to mains fitted smoke alarms.

Security

Please make sure your property is kept secure.

To help prevent burglary –

- At night and when you go out, make sure you have closed and locked all windows and doors
- When you are out do not leave notes outside for callers or friends
- Do not leave keys where they can be found
- Do not leave cash or valuables in sight
- Do not display TV's video / DVD / CD players etc. near the window
- If someone you do not know calls to the property ask them for identification before allowing them access

Telephones

If the property is without a telephone point it is your responsibility to arrange for a telephone line to be fitted or to be reconnected.

TV Aerials and Satellite Dishes

Most properties are fitted with a TV aerial.

If your property does not have a TV aerial, and you choose to have one, it is your responsibility to have it fitted. You will need written permission from Temp2Perm Housing for this. It is also your responsibility to maintain the aerial.

If the property has Cable TV you do not need an external TV aerial but will need to contact the cable provider for connection.

If you wish to fit a satellite dish to your exterior of the property you must get written permission from Temp2Perm Housing to do so. If permission is given, when moving on it is your responsibility to

ensure the satellite dish is removed without damaging the exterior of the property.

Washing Machines

Most properties will have a space in the kitchen for a washing machine and may have the fittings already installed. However if a property does not, it is your responsibility to arrange for having the connections fitted and the installation of your washing machine carried out correctly by a plumber.

Cookers

If your property does not have a cooker supplied by Temp2Perm Housing, it is your responsibility to ensure that you have your cooker connected by a competent person. i.e. Gas Safe registered gas engineer or an electrical engineer.

Utility Companies / Meters

When you move into your property we will inform you what type of meters are currently in the property and who the current suppliers are and their contact telephone numbers.

We can support you with notifying suppliers of your occupation and requesting a specific payment method.

Meters are usually quarterly or prepayment. Quarterly meters – occupiers will usually be sent a quarterly bill unless they request a payment method i.e. weekly / fortnightly / monthly payment card. Prepayment meters require payment on a card or with tokens to obtain electricity or gas.

If you wish to change the type of meters or the supplier we request that you inform us of the change. Utility companies will decide on your individual circumstances whether they agree to change meters or not. If you get into difficulty paying for your utilities, your supplier may insist on a pre-payment meter being fitted.

Please note – prepayment meters may be a more expensive option.

If a tenant has requested a water meter and it has been installed for more than a year then the meter will not be removed by the utility company.

Household Emergencies

Although it is hoped that you will never have to deal with a household emergency it is important to know what to do. Please note the following advice.

Emergency Phone Numbers

Police/Fire Service/Ambulance **999**

If you have a problem with your gas, electricity or water supply that needs immediate attention, you can call one of these 24 hour help-lines (calls are free):

Transco Gas – 0800 111 999

Western Power – 0800 052 0400

Welsh Water - 0800 0520 145

Fire

All our properties are fitted with mains operated fire alarms. If a fire breaks out or the alarm goes off -

LEAVE THE PROPERTY STRAIGHT AWAY

And

PHONE THE FIRE SERVICE on 999

Never return to the property until it is safe to do so!

Gas Leak

If you smell gas, turn off the gas at the mains-lever next to the meter. Open windows for ventilation. Do not use any electrical appliances, light switches or matches as any spark could cause an explosion. Phone the gas emergency helpline number (0800 111 999). Please inform Temp2Perm Housing.

Power Cut

If there is going to be a power cut you will usually be notified by the electricity company. If you get a power cut that you are not expecting check with your neighbours to see if it is a general

power cut or phone the electricity emergency help-line (0800 052 0400), they may know the reason.

If the electricity fails and it is not due to a power cut or if you receive an electric shock from any fittings, turn off the electricity at the mains – located near electric meter, and contact Temp2Perm Housing.

Flood

If you have a burst pipe causing flooding, or the water supply fails, turn off the water at the stop tap, turn off your central heating system and turn on sink and bath taps to drain any water left in the pipes to prevent further flooding. Contact Temp2Perm Housing and we will arrange for a plumber to call out.

Repairs

How to Report Repairs

It is your responsibility to promptly report any repairs.

This can be done by telephone or in writing or by reporting any repairs to the Housing Management Team.

Our office telephone number is **02920 095200**. Our Tenant Text Service number is **07786 202567**. The office opening hours are 10.00am – 4.00pm Monday to Friday. Occasionally the office may be closed for staff training and meetings.

When reporting repairs please give as much detail as possible and times when you are available to give access to the property for work to be carried out. Please make sure that repair appointments are kept so that repairs reported can be completed.

Emergency Out of Hours Repairs

If you have a repair that needs to be reported outside of our office hours please dial **0845 600 4533** or alternatively for CCHA properties dial **0300 123 1091**. Your Housing Officer will tell you the number to contact for your property.

Time Taken to Carry Out Repairs

Emergency repairs – 24 hours

Urgent repairs – 5 days

Routine repairs – 21 days

Emergency Repairs

An emergency repair is a repair that needs to be carried out as soon as possible to avoid a danger to your health, a risk to your safety, or security, or serious damage to property. These repairs will be carried out within 24 hours of being reported. For example:-

- gas leaks
- burst water pipes
- dangerous electrical faults
- complete loss of heating system (October to April)
- complete loss of water supply
- property insecure due to break-in or vandalism
- glazing, where danger exists
- complete failure of electrical system
- serious leak from heating/plumbing system
- serious leak through roof
- complete lighting failure
- unsafe structure such as chimney

If the repair is complicated we will carry out a temporary repair until the full repair can be completed.

Urgent Repairs

An urgent repair is one that could cause inconvenience or discomfort but does not cause damage and needs to be carried out quickly. For example:-

- partial loss of heating system
- no hot water
- minor plumbing repairs
- sewerage faults
- electrical repairs
- cracked and loose glass
- adjusting/securing external doors

Work will start on these repairs within 5 days of them being reported.

Routine Repairs

Routine repairs are non-urgent. For example:-

- repairs to kitchen units
- easing doors and windows
- gutters and down pipes
- minor damp problems

These repairs will be carried out within 21 days of being reported.

Please note the time taken to carry out urgent and routine repairs is from when the repair reported is received which does not include weekends.

Programmed Repairs

Programmed repairs are repairs that are carried out to ensure properties are safe and maintained to a certain standard. For example:-

- Gas or Electrical Safety Certificates.
- External / Internal painting
- Replacement of fixtures or fittings

Tenant Repairs

Tenants are responsible for certain repairs to the property. For example:-

- replacing locks if you lose your keys
- cleaning sinks/drains/toilets if they become blocked as a result of misuse
- changing domestic fuses
- replacing light bulbs
- replacing broken plugs and chains to sinks and bath

Tenants are responsible for any damage caused to the property, its fixtures/fittings, furniture or appliances (if provided by Temp2Perm Housing) if the damage is due to neglect, misuse or a wilful act caused by you, your family or guests.

Temp2Perm Housing has no objection to you carrying out tenant responsible repairs yourself but requires you to complete the repair to a reasonable standard. Temp2Perm will carry out further works if a repair is not completed properly for which you will be charged.

Chargeable Repairs

Temp2Perm will carry out repairs that are your responsibility but you will be charged for the cost of the work. A Payment Agreement can be arranged to manage payment of these charges at an affordable weekly rate.

Anti-Social Behaviour

Anti-social behaviour is undesirable behaviour including noise, nuisance and harassment.

Noise

Protection Department have powers to deal with all types of domestic noise.

Nuisance

Nuisance can take many forms, from noise at anti-social hours to violent and abusive behaviour.

As a Temp2Perm Housing tenant you have a duty to ensure that you do not commit, or allow your family or visitors to your home to commit, acts which are a nuisance to others.

Equally, your neighbours' behaviour should not cause a nuisance to you. If you suffer from any form of neighbour nuisance please contact Housing Management at Temp2Perm Housing. We will offer advice and assistance to try to solve your problem.

Harassment

Harassment is behaviour which deprives people of the peaceful enjoyment of their home. This could include damage to property, offensive graffiti, physical attacks on persons, or verbal abuse.

Harassment can be suffered by an individual or group because of their gender, ethnic origin, religion, disability, marital status, sexuality or age.

Temp2Perm Housing will not tolerate any form of harassment.

Your tenancy agreement requires you not to commit any form of harassment and Temp2Perm Housing will take legal action against a tenant if they are causing serious or persistent harassment.

If you suffer any harassment, please contact Housing Management at Temp2Perm Housing. We will help you to deal

with this and we aim to take action against the perpetrators of harassment, to prevent further suffering to the victims.

Complaints

We aim to provide the best service for tenants with the funds available. In some instances we may fail to achieve this objective. Any tenant who feels that any matter has not been dealt with properly has a right to complain.

A complaint is an expression of dissatisfaction, about a standard of service, action or lack of action by Temp2Perm Housing that affects tenants.

Making a Complaint

You can make a complaint in writing, by phone or by visiting our office. You can request that your support worker assists you in making a complaint or complains on your behalf.

Informal Complaint

An informal complaint can be made in person or by phone.

Formal Complaint

If you want to make a formal complaint it needs to be in writing.

How will your complaint be dealt with?

Whoever your complaint is made to, a record of the complaint will be made. Informal complaints will be noted on file. Formal complaints will be investigated. Within 1 week this person will let you know what we can do about your complaint and how long it will take.

If you are not satisfied with the way your complaint is dealt with you can take it further by writing to the Director at Temp2Perm Housing. The Director will reply to you within 2 weeks with a decision on how your complaint will be dealt with.

For further advice you can contact Cardiff Law Centre, your local Citizen's Advice Bureau or an independent solicitor.

Please note – complaints are important, we need to know to be able to put it right and to improve services.

Moving On

Move On Accommodation

When you move on from Temp2Perm Housing's temporary accommodation it may be because you have been offered permanent accommodation by the local authority or from a Housing Association, or you may have moved on to private rented accommodation or purchased your own property.

Abandonment

If you leave the property for a long period of time and do not notify Temp2Perm of your reason for not occupying the property or your whereabouts it may be presumed that you have abandoned the property and Temp2Perm will take steps to end your tenancy.

Leaving Your Property

When you move out of our accommodation there are several things to remember:

Temp2Perm Housing requires 4 weeks notice of you moving on. If we are informed by you, we may agree to reduce this notice period if you have been made an offer of accommodation and need to start your tenancy sooner.

Your tenancy ends the day you move out of your property and return your keys to our office. Rent is chargeable until the keys are returned. **If you do not hand in your keys immediately you may be responsible for the full rent until you do so.**

You need to tell us what your new address will be as we may need to contact you.

You are advised to contact the Post Office to re-direct your mail – there is a charge for this service. Temp2Perm Housing is unable to forward your post to your new address. Any post addressed to you after you move out will be returned to sender.

You must leave your property clean and tidy and remove all your belongings and clear all your rubbish. If you leave anything behind without asking permission to do so, or if the property is left dirty, you may be charged for the cost of clearing and cleaning the property. You have been provided with a list of our charges as part of your move in pack.

You must leave behind all fixtures, fittings and furniture we have provided. Any damage caused to fixtures, fittings, furniture or decoration, except for general wear and tear, will be charged for.

Our Contact Details

**Temp2Perm Housing CIC
The Media Centre
Culverhouse Cross
Cardiff
CF5 6XJ**

Office Tel No. 02920 095200

Tenant Text Service No. 07786 202567

Office Hours – Monday to Friday 10.00am to 4.00pm

We are closed weekends and Bank Holidays

THIS TENANCY AGREEMENT IS BETWEEN

Name and address of Landlord

CARDIFF COMMUNITY HOUSING ASSOCIATION LIMITED
(“the Landlord”)
of Tolven Court, Dowlais Road, Cardiff, CF24 5LQ

AND

Name of Tenant

.....
.....
.....(“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 (“the Agreement”).

Name of Managing Agent

TEMP2PERM HOUSING CIC
(The Landlord has appointed the Managing Agent and has given full authority to it to collect and accept the Weekly Payment and manager and administer all matters relating to the Agreement)

Address

In respect of.....
.....
.....(“the Premises”)

Description of Premises

Which comprises.....
.....

Date of start of Tenancy

The tenancy begins on day the of
20 and is a weekly tenancy, the terms of which are set out in this agreement. It is not an assured tenancy or an assured shorthold tenancy.

Headlease

The Premises is held by the Landlord under the terms of a headlease (“the Headlease”) between the Landlord and the owner of the Premises (“the Owner”) dated

GENERAL TERMS

1

It is agreed as follows:

Payments for the Premises

1.1

The weekly payments for the Premises (“the Weekly Payment”) at the date of this Agreement shall be:

Rent _____
Service Charge _____
Support Charge _____
Other (please specify) _____

Total Payable _____

Payments due	1.2	All payments due to be made in accordance with clause 1.1 above are due in advance on the Monday of each week
Changes in Rent	1.3	The Landlord may increase or decrease the Rent by giving the Tenant not less than four weeks' notice in writing of the increase or decrease ('the Notice of Change of Rent'). The Notice of Change of Rent shall specify the new Rent. The Landlord will normally change the Rent on the first Monday in April every year, including during the first year of the Tenancy.
Services	1.4	The Landlord shall provide services in connection with the Premises. The cost of the services will be payable by the Tenant as part of the Service Charge. The Service Charge will be reviewed in accordance with clause 1.5 below.
Changes to Service Charge	1.5	<p>The Service Charge is variable and will be reviewed at any time on the basis of the actual or estimated costs of the services provided. The Landlord will give four weeks' notice to the Tenant of any increase or decrease in the Service Charge. Where costs have been estimated, the difference between the estimated and the actual cost of the services will be carried forward and the Tenant will be asked to make up any short fall. Where the Tenancy has come to an end the Tenant will be asked to pay any shortfall between the estimated and the actual costs of the provision of the services during the Tenancy, or will be given credit where the costs have been over-estimated.</p> <p>The Landlord will make the Service Charge calculation available to the Tenant on request.</p>
Support Services and Support Charges	1.6	<p>Where the Landlord and the Tenant agree that the Tenant would benefit from receiving support in the conduct of the tenancy, the Landlord will provide such support to include general counselling and other support services ("the Support Services"), or will arrange for the Support Services to be provided by an outside agency ("the Support Provider"). The level and type of the Support Services provided will be decided by agreement between the Landlord and Tenant.</p> <p>The Tenant will pay a charge in respect of the costs of the Support Services ("the Support Charge"). In the event of default in payment, the services may be withdrawn. In the event that the Tenant fails to co-operate in the provision of the Support Services, they will be withdrawn although the Tenant will first be given four weeks' notice of the intention to withdraw them. The Tenant will be given a minimum of four weeks notice of any increase in the Support Service Charge.</p>
Liability for Services Provided	1.7	The Landlord will not be liable for any losses caused as a result of the failure or breakdown of the services provided pursuant to clause 1.4 if such breakdown of failure was not the fault of the Landlord.
Previous Breaches	1.8	If the Tenant had a previous tenancy of which the Landlord or the Managing Agent was landlord any unremedied breaches of that previous tenancy, including arrears of rent will be treated as a breach of this Tenancy for which the Landlord may seek possession of the Premises.

Service of Notices on Landlord	1.9	Any notice to be served on the Landlord should be sent to the Managing Agent at the address shown on the front page of this Agreement.
Service of Notices on Tenant	1.10	The parties agree that any notice to be served on the Tenant whether or not under this tenancy shall be properly served if left at the Premises addressed to the Tenant or sent by first class post to the Premises.
Altering the Agreement	1.11	With the exception of any changes in the Weekly Payment or the services provided in accordance with clause 1.4 this Agreement may only be altered by the agreement in writing of both the Tenant and the Landlord.

THE LANDLORD'S OBLIGATIONS

	2	The Landlord agrees
Possession	2.1	To give the Tenant possession of the Premises at the commencement of the Tenancy;
Tenant's right to occupy	2.2	Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except for the purposes set out in clause 3.26 or as otherwise provided by this Agreement;
Repair of Structure and Exterior	2.3	To keep in good repair the structure and exterior of the Premises including:
	i	drains, gutters and external pipes;
	ii	the roof;
	iii	outside walls, outside doors, window sills, window catches, sash cords and window frames including necessary external painting and decorating;
	iv	internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
	v	chimneys, chimney stacks and flues but not including sweeping;
	vi	pathways, steps or other means of access;
	vii	plasterwork;
	viii	integral garages and stores;

ix boundary walls and fences.

The Landlord will be entitled but will not be liable to carry out any repair to the Premises in respect of damage caused deliberately or carelessly or otherwise through the fault of the Tenant, his/her household or invited visitors. If the Landlord does carry out such repairs it may recharge the Tenant for the cost of the repairs;

Repair of installations 2.4

To keep in good repair and proper working order any installations provided by the Landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity, including –

- i** basins, sinks, baths, toilets, flushing systems and waste pipes;
- ii** electric wiring including sockets and switches, gas pipes and water pipes;
- iii** water heaters, fireplaces, fitted fires and central heating installations.

The Landlord will be entitled but will not be liable to repair any unauthorised installation or any alteration or any damage to any installation caused deliberately or carelessly or otherwise through the fault of the Tenant, his/her household or invited visitors. If the Landlord does carry out such repairs it may recharge the Tenant for the cost of the repairs;

Repair of common parts 2.5

To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises;

External Decorations 2.6

To keep the exterior of the Premises and any common parts in a reasonable state of decoration and to decorate these areas as necessary;

Internal Decorations 2.7

To keep the interior of the Premises in a reasonable state of decoration.

Information on housing management policies 2.8

To provide the tenant with information on its organisational policies.

THE TENANT'S OBLIGATIONS

3

The Tenant Agrees:

Possession 3.1

To take possession of the Premises at the commencement of the Tenancy;

Principal Home	3.2	To continue to reside in the Premises as his or her only or principal home until the Tenancy is properly brought to an end;
Rent	3.3	To pay the Weekly Payment as set out in clause 1.1 weekly and in advance;
Outgoings	3.4	To pay to the relevant statutory authority or other service provider the council tax, water, gas and electricity bills and telephone and other charges payable in respect of the Premises or any replacement charges;
Housing Benefit Overpayment	3.5	To repay to the Landlord any housing benefit (or any future replacement benefit) paid to the Landlord in respect of this Tenancy or an earlier Tenancy but which the Landlord has had to repay to the Local Authority following a decision that housing benefit has been overpaid. Any resulting debt will amount to arrears of rent for which possession of the Premises may be sought; for the avoidance of doubt this includes any earlier tenancy with the Managing Agent and any repayments of housing benefit by them;
Use of Premises	3.6	To use the Premises for residential purposes only and not to operate a business at the Premises without the written consent of the Landlord;
Landlord's insurance	3.7	<p>Not to do anything which may invalidate any insurance for the Premises or affect the premium.</p> <p>The Tenant should note that the insurance which the Landlord or Owner organises will not cover the Tenant's own belongings or the contents of the Premises and the Tenant should take out his or her own insurance in this respect;</p>
Co-operation with Support Services	3.8	<p>The Tenant hereby covenants during the course of the Tenancy to co-operate as necessary with the Landlord and the Support Provider where support is given to ensure that the Tenant's support needs are met, and in particular to ensure that the Tenant complies with the terms of this Agreement. In particular the Tenant will provide access to the Premises to the Landlord and the Support Provider, keep to appointments scheduled and consult with the Support Provider as necessary</p> <p>In the event of a breach of any term of this Tenancy the fact that Support Services are provided to the Tenant will not prevent the Landlord taking action in respect of the breach;</p>
Responsibility for the actions of others	3.9	To accept responsibility for the actions of his or her family and any other person living in or visiting or for any other reason at the Premises, and also to be responsible for the actions of any such person in the locality of the Premises. If anyone for whom the Tenant is responsible under this clause does anything which the Tenant is obliged not to do by this Agreement, then such action will constitute a breach of this Agreement in the same way as if it had been carried out or committed by the Tenant him or herself;
Illegal or immoral use	3.10	Not to use the Premises for any illegal or immoral purpose including, but not limited to, the manufacture possession use and/or supply of illegal drugs or prostitution, and not to carry out such activities in the locality of the Premises;

Criminal Activities	3.11	Not to carry out an criminal activity in or in the locality of the Premises;
Nuisance	3.12	Not to behave or permit others to behave in such a way so as to cause or be likely to cause a nuisance or annoyance to the tenants or occupiers of adjoining properties, the Landlord or the Owner or other tenants of the Landlord, any of the Landlord's employees agents or contractors or any other person lawfully in the locality;
Harassment	3.13	Not to commit any form of harassment which may interfere with the peace and comfort of, or cause offence to, any person, including neighbours, other tenants of the Landlord, any of the Landlord's employees agents or contractors or any other person lawfully in the locality of the Premises;
Violence	3.14	Not to use or threaten violence against any person, including neighbours, other tenants of the Landlord, any of the Landlord's employees agents or contractors or any other person lawfully in the locality of the Premises;
Domestic Abuse	3.15	Not to cause or threaten violence to any member of his or her household, to his or her partner or to a member of the family of that partner, or to any other person living at or visiting the Premises. In the event of a breach of this section the perpetrator (if known) may be required to leave the Premises or other action may be taken against him or her;
Vandalism	3.16	Not to deface or damage any wall, door, fence or other part of any property owned by the Landlord by graffiti or other means, to include the Premises;
Noise and vibration	3.17	Not to cause any form of noise nuisance, or to play any radio, television, record, CD or tape recording or musical instrument so loudly that it causes nuisance or annoyance to any person or can be heard outside of the Premises. Not to install in the Premises any machinery or apparatus which causes noise or vibration;
Conduct Towards Landlord Staff, Committee Members and contractors	3.18	Not to obstruct or use abusive or threatening words, actions, or behaviour towards any member of staff or the board of the Landlord or towards any agent or contractor acting on behalf of the Landlord and not to cause any disturbance at any offices or other property belonging to the Landlord or at the homes of any person listed above;
Pets	3.19	To obtain written consent from the Landlord before keeping any pet at the Premises and to keep under control any pet which is kept at the Premises. Where consent has been granted by the Landlord, it may be withdrawn at any time if the pet causes a nuisance or disturbance. Consent will normally be granted for pets already owned by the Tenant at the date of commencement of this tenancy, but not where pets are later acquired or where the Premises have a communal entrance;
Internal Cleaning	3.20	To keep the interior of the Premises including fixtures and fittings (if any) in good and clean condition and to give up the Premises fixtures and fittings in the same condition at the end of the tenancy. In the event of the Tenant's default, the Landlord reserves the right to clean the Premises as it considers necessary and to recharge to the Tenant the cost of so doing.

Furniture	3.21	To keep all furniture provided by the Landlord in good and clean condition and to deliver up the furniture at the end of the Tenancy in the same condition. In the event of the Tenant's default, the Landlord reserves the right to clean repair or replace the furniture as it considers necessary and to recharge to the Tenant the cost of so doing.
Damage	3.22	Not to damage the Premises and to make good to the Landlord's satisfaction any breakages deficiencies and damage to the Premises, furniture fixtures and fittings including broken glass in windows during the Tenancy. In the event that the Tenant fails to do so, the Landlord may enter the Premises and carry out the work and replace any damaged item, and recharge the cost to the Tenant;
Improvements/ Alterations/ Decoration	3.23	Not to carry out improvements alterations or additions to the Premises or to carry out any decoration works;
Reporting disrepair	3.24	To report to the Landlord promptly any disrepair or defect for which the Landlord is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts. The Landlord will not become responsible to carry out any repair until a report is received. The Landlord will not be liable to repair any additional damage caused by any delay or failure to report the need for repair. If the Landlord does carry out such a repair, it may recharge the cost of doing so to the Tenant;
Reimbursement of the Landlord for losses	3.25	The Tenant shall upon demand reimburse the Landlord for the cost of making good any loss or damage caused by the act or default of any persons in breach of clauses 3.16 and 3.20 to 3.24;
Access	3.26	To allow the Landlord's and/or Owner's employees agents or contractors acting on behalf of the Landlord access at all reasonable hours of the daytime for any of the following purposes: <ul style="list-style-type: none"> i to inspect view and record the condition of the Premises or any installations in the Premises, ii to carry out necessary repairs improvements decoration or other works to the Premises or to common parts or other areas of the building in which the Premises are situated or to any adjacent building, iii to do anything which the Landlord is required to do by law, iv to remove or make good any alteration, addition or improvement to the Premises made by the Tenant or by any other person without the consent of the Landlord or in breach of any condition attached to that consent, v to make good any damage caused in breach of this Agreement, vi to decorate the Premises as and when necessary, vii to service any installations or appliances in the Premises provided by the Landlord, viii to carry out pest control, cleaning, removal of fouling or disinfestation to the Premises and/or adjacent premises and communal areas (where such work is required as a result of the Tenant's use of the Premises, the Landlord may recharge the cost to the Tenant), ix in the event of an emergency affecting any part of the Premises or adjacent buildings to carry out all necessary repairs or deal with the emergency. If necessary, access can be gained by

reasonable force provided that the Landlord make good any damage caused by the forced entry.

x Within the last two months of the term of the Headlease to permit the Landlord or the Owner (or their servants or agents) at reasonable hours of the daytime to enter and view the Premises to value it or with prospective purchasers and to erect and maintain a notice advertising the Premises for sale;

Fences and garden sheds	3.27	To seek permission, in writing, from the Landlord before erecting a fence, gate or standard garden shed in the rear garden, and where such items are provided by the Landlord, not to remove the same;
Common areas	3.28	To keep all common areas, shared paths and gardens clean and clear of obstructions;
Refuse	3.29	To leave refuse only in the bins or facilities (where provided for this purpose) and not to put refuse bags or bins out for collection other than on the day on which they are due to be collected;
Parking	3.30	Not to park or leave or allow others to park or leave any vehicle of any kind in the vicinity of the Premises other than a roadworthy private car, small van (not caravan) or motorbike, such vehicle to be parked only in the parking facilities where such facilities are provided. A vehicle will only be considered roadworthy if taxed. Where vehicles are parked in breach of this clause, they may be treated as abandoned and removed;
Vehicle Repairs	3.31	Not to carry out any repairs or maintenance to any vehicle, other than routine repairs to a vehicle belonging to the Tenant, at the Premises or any common parts or parking areas or on the approach roads or passageways adjacent to or leading to or in the locality of the Premises;
Dangerous Substances and materials	3.32	Not to store bring upon or use upon the Premises any paraffin, oil or mobile gas heaters or other dangerous substances items or materials. Something which is capable of being a threat to the Landlord's staff will be considered to be dangerous. Needles kept at the Premises must be stored carefully and so as not to be a danger to staff.

Dangerous Weapons	3.33	Not to keep or use any dangerous weapons on the Premises or in the vicinity. Not to use any dangerous weapons or other item to intimidate, threaten or cause a nuisance to any person. Any item capable of causing injury will be considered to be a dangerous weapon, whether or not a licence is needed to own hold and/or use it;
Assignment, charges and possession	3.34	Not to assign charge or part with possession of the Premises or any part thereof
Overcrowding	3.35	Not to allow more than persons to reside at the Premises;
Lodgers and Subletting	3.36	Not to sublet or give up possession of the whole or part of the Premises and not to take in a lodger;
Planning	3.37	Not to commit any breach of planning control and to comply with all requirements under the Planning Acts which affect the Premises;
Temporary Rehousing	3.38	To move temporarily into accommodation provided by the Landlord where reasonably required to do so by the Landlord to enable it to carry out works to the Premises or adjoining property, and to move back into the Premises as soon as the Landlord notifies the Tenant that the Premises are ready;
False Information	3.39	This tenancy is granted on condition that the Tenant (or any person acting on his or her behalf) gives no false information when he or she applies for a tenancy. If false information has been given it will be taken to be a breach of the tenancy;
Ending the Tenancy	3.40	To give the Landlord at least 4 weeks' notice in writing to end on the last day of a period of the Tenancy when the Tenant wishes to end the Tenancy;
Moving Out	3.41	To give the Landlord vacant possession and return the keys of the Premises at the end of the Tenancy and to remove all contents, furniture, personal possessions and rubbish belonging to the Tenant or any person mentioned in clause 3.8 and leave the Premises and the Landlord' fixtures and fittings in good lettable condition and repair. The Landlord accepts no responsibility for anything left at the Premises at the end of the Tenancy. The Landlord may recharge the Tenant for any costs arising from the disposal of items left at the Premises;

THE TENANT'S RIGHTS

	4	The Tenant has the following rights:
Right to occupy	4.1	Subject to clause 3.26 the Tenant has the right to occupy the Premises without interruption or interference from the Landlord for the duration of this Tenancy.
Status of Tenancy	4.2	The Tenant acknowledges that this tenancy is not an assured tenancy or an Assured Shorthold Tenancy under the Housing Act 1988 because:

the Landlord and the local authority have an arrangement that the Landlord will provide accommodation to people specified

by the Council which falls within the provisions of section 209 of the Housing Act 1996;

the Council has specified the Tenant as a person to whom the Landlord should provide accommodation under that arrangement;

the Council owes a duty under section 188 of the Housing Act 1996 to house the Tenant pending enquiries as a case of apparent priority need.

- Termination by Landlord** **4.3** The Landlord may end this Tenancy at any time by giving not less than 4 weeks' notice to the Tenant. Such notice will normally (but not exclusively) be given where:
- (a) The Tenant has breached a term of this Tenancy
 - (b) The Headlease is due to come to an end within the next twelve months
 - (c) The Local Authority no longer has an obligation to house the Tenant.
- Right to consultation** **4.4** The Landlord will consult the Tenant before making significant changes in operation which are likely to have a substantial effect on the Tenant.
- Right to information** **4.5** The Tenant has a right to information from the Landlord about the terms of this Tenancy and about the Landlord's repairing obligation and its policies and procedures on tenant consultation and transfers.

SIGNED on behalf of the Landlord

SIGNED by the Tenant(s)

DATE

If the Tenant feels that the Landlord has broken this Agreement or not performed any obligation contained in it, he or she should first complain to the Landlord in writing giving details of the breach or non-performance. If the Landlord fails to deal with the complaint or in the Tenant's view continues not to comply with the Agreement the Tenant can obtain advice and information about his or her remedies at law from a local Citizens Advice Bureau or law centre or from a solicitor. A copy of the complaints procedure is available from the Landlord.

The Landlord is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State.



Temp2Perm Housing CIC

The Media Centre
Culverhouse Cross
Cardiff
CF5 6XJ

Tel – 02920 095200

Tenant Text Service – 07786 202567

Repairs – Please report all repairs to the office on the numbers above or report to a housing officer.

Out of Hours Repair Number – Please refer to the number in your Tenant Information Pack

This number is to be used only for emergency repairs and only outside office opening hours.

Please note that we will not authorise repairs reported on this line which are not an emergency.



Dear *Insert Name*

HOMELESSNESS APPLICATION – TEMPORARY ACCOMMODATION

The **temporary accommodation** which you are now considering occupying is being made available to you as a result of your homelessness application to Cardiff Council. It will be available to you while your application is processed.

The temporary accommodation is provided by Cardiff Community Housing Association and Temp2Perm Housing, to assist Cardiff Council in the management of its homelessness duties.

Should you accept this offer, the Management Agent for the property will be Temp2Perm Housing; they will deal **with all** issues relating to your occupation.

The following are contact numbers relating to the property you are being offered.

For repairs, or any tenancy issues, contact

Temp2Perm Housing on:
02920 095200 / Text Service
07786 202567

If you have a complaint please address it to:

Paul Richards
Temp2Perm Housing CIC
Culverhouse Cross
Cardiff
CF5 6XJ

Please remember should you have any enquiries relating to your homelessness application please **contact the homelessness service on 02920 570750** and for **out of hours on 02920 231018**.

Yours sincerely

Mike Friel
OPERATIONAL MANAGER FOR STRATEGY, ADVICE & SUPPORT AT CARDIFF COUNCIL.

PHOTO DECLARATION

Date.....

I.....Name

And.....Name

Of.....Address

I / we confirm that the photos taken byHousing Officer are a true reflection of the condition of the property on the day I/we occupied the property and signed the tenancy agreement.

(Copies of the photos taken can be requested by tenants at a cost of £10)

I confirm that I / we have taken time to inspect all the rooms in the property and I / we confirm that the property is in a safe and suitable condition for occupation.

I / we confirm that it has been explained to me by my Housing Officer that any repairs required to the property must be reported promptly to Temp2Perm Housing to keep the property in good order.

I / we are aware that during the tenancy should any malicious or unnecessary damage be caused to the interior / exterior of the property by any persons residing at or associated to the tenant/s then I / we will be responsible for the full cost of repair including the removal of any damaged or abandoned furniture during or at the end of the tenancy.

The minimum cost of repairs to the property has been explained to me and an example list of costs provided to me with my tenancy agreement.

I / we confirm any item that is removed from the property at the end of the tenancy e.g. curtains/poles, light bulbs, carpets will be reported to the police as theft.

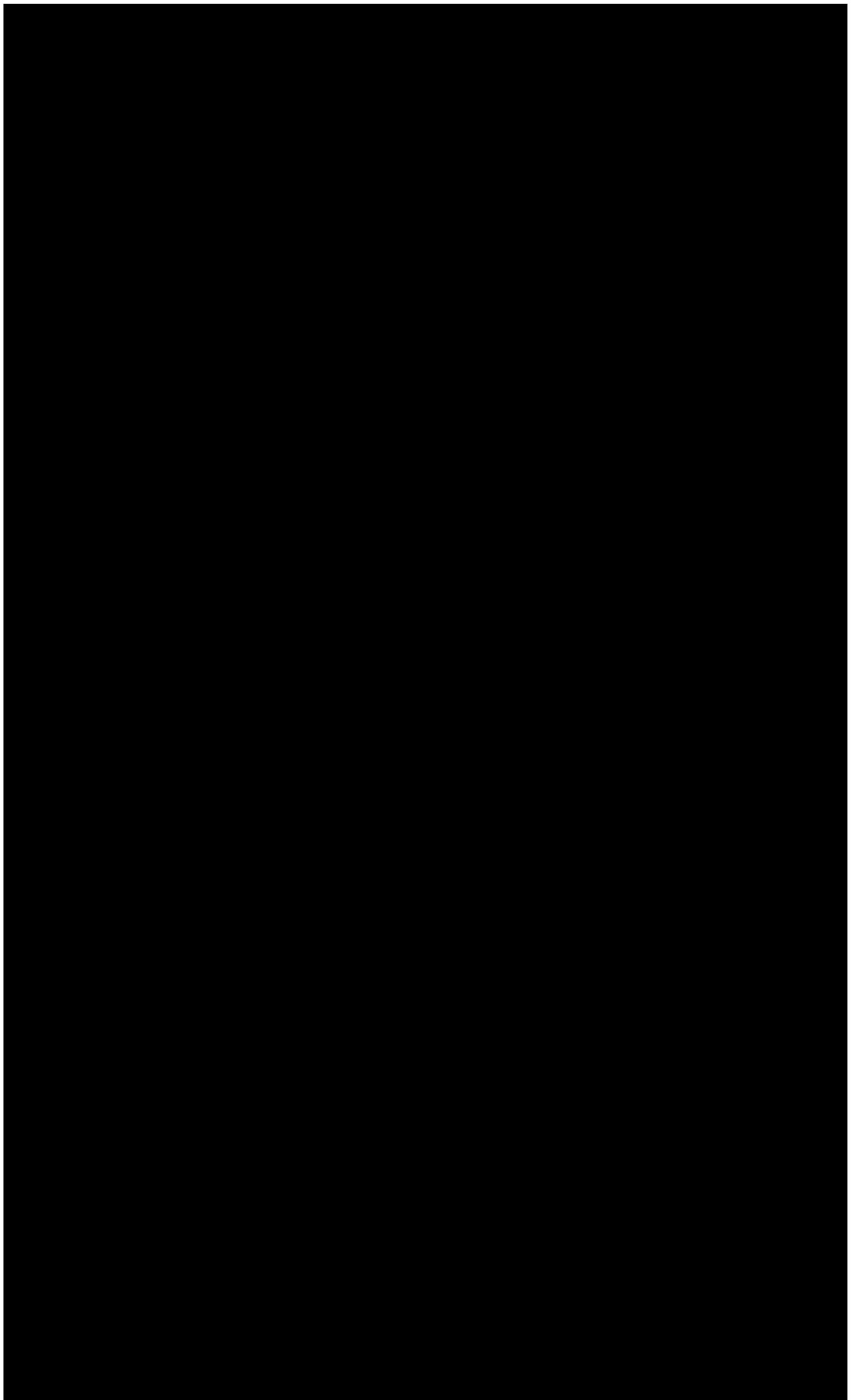
Signed (Tenant) (Tenant).....Date.....

Signed (Housing Officer).....Date.....

TENANT RE-CHARGE LIST

	Minimum Cost £
Replace Lost Keys	£25
Remove furniture from property – tenancy end	£150
Replace broken window	£75
Replace damaged Carpets / Flooring	£100 per room
Carpet Shampoo	£45 per room
Replace Interior Door / Frame	£100
Replace Exterior Door (part or whole)	£450
Decorate Property	£150 per room
Filling impact marks to walls / doors etc	£100 per room
Replace electrical items – smoke detector / sockets	£75 per item
Pest Infection / Control	£100
Housing Clean – End Tenancy (Light Clean)	£80
Housing Clean – End Tenancy (Deep Clean)	£125

This is an example of the recharges. Any repair or other work required will be recharged at a cost based on an assessment of works required.



Out of Hours Noise Service

Cardiff Council has an out of hours noise service for residents disturbed by night time noise.

Two out of hours Noise Enforcement Officers are on duty from 7pm onwards from Thursday to Sunday, with the service operating as late as 4am at peak periods on the weekends.

The Officers are available to respond to incidents such as noisy parties, initially by bringing the matter to the attention of those concerned. However, Officers have wide ranging powers to intervene formally where necessary, including the issue of legal notices, the service of Fixed Penalty Notices and in extreme cases the seizure of noise equipment.

**If you are disturbed by noise at any time please
contact the Pollution Control Team on**

029 2087 1650

ALL CALLS ARE CONFIDENTIAL

For further advice or leaflets on Noise Pollution please contact:

Pollution Control
Strategic Planning and Environment
City Hall
Cardiff
CF10 3ND
Tel: 029 2087 1650
Email: noise&airpollution@cardiff.gov.uk

OFFER OF PERMANENT ACCOMMODATION NOTIFICATION

Date _____

I / We _____ of (address) _____

_____ Post Code _____

have received an offer of permanent accommodation dated _____

from _____ (Housing Association / Council / Private Landlord)

My new tenancy commences on the _____ (date).

My new address is:- _____

_____ Post Code _____

Signed _____

Print Name _____

Date _____



A Gift of

£50

From Temp2Perm Housing

To qualify simply return the property to us clear and clean and return your keys, electricity and gas meter cards to your Housing Officer.

Please also send us your completed Permanent Offer Notification Letter using the SAE provided.

Please complete the attached form and hand it to your Housing Officer at the end of your tenancy to claim.

Terms and Conditions Apply.

Temp2Perm Housing - Tenancy End Form

Date _____

I/We _____ of _____

confirm that that I/We have removed all of our personal items form the property and the tenancy at the above property ended on _____.

In order to claim £50 from Temp2Perm Housing I/We confirm that the following conditions have been met:-

Property and Garden is Clean	
Property is Clear of All Furniture and Personal Items	
Gas and Electric Prepayment Cards Left In Property	
Keys Handed Back for Property	
Permanent Accommodation Offer Letter Sent to Temp2Perm Office	
Tenancy Satisfaction Survey Completed	

Signed Tenant _____ Print Name _____

Signed Tenant _____ Print Name _____

Tenant Satisfaction Survey

Please take a moment to help us improve Temp2Perm Housing CIC. When you have completed the questionnaire, please leave it in your property alongside your tenancy end paperwork.

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Your Moving-In Experience					
The Housing Officer was professional and polite.					
The Tenant Information Pack was informative.					
The utility meters were explained clearly					
I was advised how to use the boiler in the property.					
Contacting Us – Thinking about the last time you contacted us, please tell us if you agree or disagree with the following statements:-					
My phone call / text was answered promptly					
It was easy to get hold of the right person					
The staff who dealt with me were helpful and polite					
If someone needed to get back to me, they made contact when they said they would					
Overall I was satisfied with the final outcome of my query					
Repairs – Thinking about your last completed repair, please tell us if you agree or disagree with the following statements:-					
I was able to report the repair quickly to the housing team					
An appointment was made quickly for the repair to be completed					
The contractor who attended the property was professional and polite					
The repair was conducted correctly at the first time of asking					
Additional Comments: Please use the space below to tell us about any other aspects of your accommodation or experience that you feel we need to know about:-					