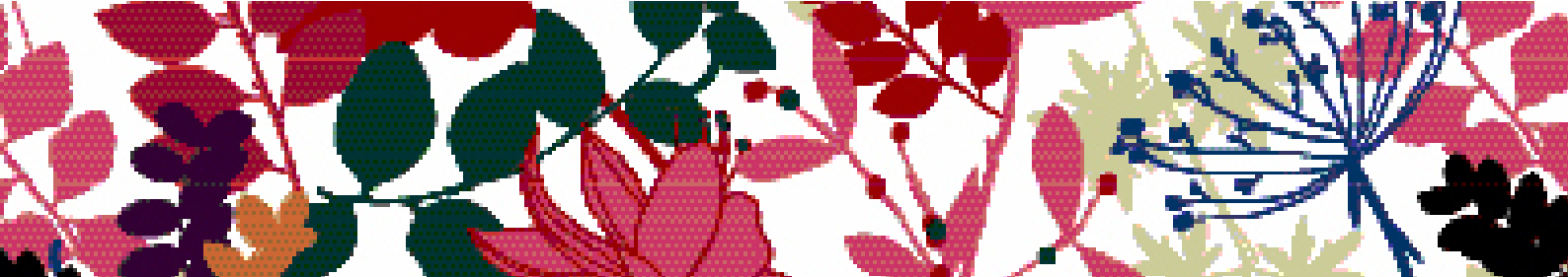


INTERMEDIATE RENT ARREARS AND OTHER TENANCY BREACHES FACT SHEET



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Arrears and other tenancy breaches

Our standard tenancy agreement sets out the terms on which you can occupy the property. We use the tenancy terms to effectively manage our tenancies.

Before a tenancy starts, we provide you with a copy of the tenancy agreement so that you are fully aware of the conditions set out there and what you need to do to keep your side of the agreement. The tenancy agreement is a legally binding contract and if you have any doubt about the content of the agreement, you should seek independent advice before entering into the tenancy.

This Fact Sheet sets out what we will do if you fail to carry out your obligations set out in the agreement..

We will always try and deal with tenancy breaches in an amicable way without needing to take formal enforcement action. But there are times when we need to take such action. This may include:

- Ending the tenancy
- Applying for a County Court Judgement for the rent or other money owed to us
- Not renewing the fixed term tenancy and allowing the tenancy to lapse onto a monthly tenancy
- Making a claim against your security deposit for any financial losses we incur once the tenancy has ended.

Ways in which we may end the tenancy

Section 21 Notice – Notice Requiring Possession

All Nectar Homes tenancies are Assured Shorthold Tenancies. This means they can be brought to an end by serving the correct notice. We are not legally required to give any grounds for ending a tenancy by using this type of notice.

To enable us to gain possession at the end of the tenancy term, we will serve the notice at least two months before we require possession.

If your tenancy has become a periodic (monthly) tenancy, we will give two months notice from a rent due date.

Once we have served the Section 21 Notice, the Court is obliged to award us possession. This means your tenancy will be brought to an end and the Court will make an order that you must leave the home by a set date.

If we serve Section 21 Notice, you can voluntarily leave at the end of the notice period without needing to go to Court for a possession hearing.

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Notice Seeking Possession- Ground 8 of the Housing Act 1988

Whether the tenancy is for a fixed term or has become a statutory periodic tenancy, we can serve a Notice Seeking possession on Ground 8 if there is two months rent due. If you do not take steps to pay the rent this means we can go to Court and ask the judge to give us possession of your home. At the Court hearing if there is still two months rent or more outstanding the Judge is required to give us possession. We will also ask the Judge to give us a money judgement requiring you to pay the rent due.

If we serve a Notice Seeking Possession (NSP) on you we will go to court approximately two weeks after the date notice is served.

We can also serve a NSP if you do not keep to other terms of your tenancy, for example if you harass or cause nuisance to your neighbours or damage the property you rent from us.

Dealing with tenancy breaches

The tenancy agreement sets out each party's obligations, but it is important you are aware of how we will deal with tenancy breaches on your part.

Circumstances where we will seek to end the tenancy immediately:-

1. Rent arrears exceeding 2 months rent, where a repayment plan has not been agreed
2. The property has been sub-let
3. A serious case of anti-social behaviour, threatening behaviour, or harassment towards our employees, other tenants and their visitors, or our contractors
4. The property has become severely damaged by you or your visitors
5. The property is being used for illegal or immoral purposes, including the use of banned substances or drugs

Circumstances where we may seek to end the tenancy or to allow it to lapse onto a periodic (monthly) tenancy when the fixed term ends:

(This list is not exhaustive and is not intended to cover every possible type of tenancy breach).

1. The property is being used other than as a private residential home. Although you are permitted to run a discreet business from the home with our consent. You are not permitted to run a business which involves frequent callers, the storage of products or materials, delivery vehicles being parked in communal car parks, or other activity that may cause a nuisance to others. We also reserve the right to revoke our consent where there have been problems.

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2. Nuisance. We will not permit you to behave in a manner which causes a nuisance to others. This may include noise nuisance or other minor acts of anti-social behaviour
3. General dilapidation of the property, caused by your actions or inactions, including problems with condensation, frost damage or overloading of the electrics. This also includes your failure to report disrepair to us and preventing us from being able to take remedial action.
4. Failure to permit access to us or our contractors upon reasonable notice
5. Misuse of communal parking areas including blocking other vehicles, using other residents' parking spaces, parking outside designated areas, carrying out motor vehicle repairs which are likely to cause danger or a nuisance to others
6. Pet and/or animals are being kept at the property. We may, at our absolute discretion permit a small caged pet to be kept, but not cats or dogs
7. Misuse of the bin stores including abandoning large or bulky items which will not be collected by the normal refuse or recycling collection services
8. Long term overcrowding of the property
9. The property has been left unattended for more than 4 weeks and we have not been informed
10. The locks have been changed without our permission and we have not been provided with a copy of the new key
11. Smoking in the property
12. Signage or additional television reception equipment has been attached to the property or building
13. Dangerous or flammable substances are being kept in the property
14. The rent is regularly paid late
15. The rent account is regularly in arrears

Circumstances where we will seek to recover financial losses, either from the security deposit or through the Courts

(This list is not exhaustive and is not intended to cover every possible type of cost we may incur).

1. Charges we incur from the utility suppliers from reconnecting supplies where they have been disconnected at the end of the tenancy
2. Costs associated with reinstating conventional utility meters at the end of the tenancy where they have been changed to coin, card or key meters, without our permission
3. The cost of making good unreasonable wear and tear or damages to the decorations and fabric of the property at the end of your tenancy
4. The cost of repairing damage to the communal areas in apartment blocks caused by you or one of your guests.
5. Costs we incur as a result of dealing with infestations in the property caused by the actions or inactions of you.
6. Replacing blown or damaged light bulbs at the end of the tenancy

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7. The cost of storing any belongings or effects abandoned in the property at the end of the tenancy and the cost of disposing of them if they remain unclaimed
8. The cost of making good damages caused by frost, condensation, blockages to the drains, overloading of the electrical circuits, where this damage has resulted from negligence by you.
9. The cost of clearing abandoned rubbish or bulky items from a bin store, where we have identified you as the person who dumped it.
10. Rent arrears at the end of the tenancy
11. The costs associated with obtaining replacement keys or access fobs which have either been lost during the tenancy or are not returned at the end of the tenancy

We hope this Fact Sheet provides all the information you need and we will be pleased to answer any questions you may have about the terms of your tenancy agreement with Nectar Homes.