

TENANCY AGREEMENT POLICY

CHIPPENHAM HOUSING COOPERATIVE LIMITED

1. Definitions

Cooperative - Chippenham Housing Cooperative Limited

Tenant or Tenants

Basement/Ground Floor Flat

First Floor Flat

Top Floor Flat

Shared Garden

2. OBLIGATIONS OF THE TENANT

- a) To take possession of the premises at the commencement of the tenancy.
 - b) Pay the rent and all other charges when due, as shown in the rent book.
 - c) Keep interior of the accommodation in good repair and condition. To leave the accommodation in the same condition as when it was taken on.
 - d) Allow agents or representatives of the Co-op access at reasonable notice after having been given notice, except where cases of emergency necessitate access.
 - e) Not to cause nuisance or annoyance to neighbours.
 - f) To be reasonable with other tenants of the property, for the cleaning of any passages, staircases, yards, garden or other common parts of the property shared with other tenants.
 - g) Not to part with possession of the premises.
 - h) To make no alterations or additions to the accommodation without the written permission of the Co-op.
 - i) To use the accommodation solely for residential purposes as the tenant's only or principal home (living in the Tenancy for the majority of the year) ... (See also membership policy)
- Tenants are required to assist in the daily management of the co-operative.

Absences from the premises:

To inform the Co-operative in advance, if the member expects to be absent from the Premises for a month or more. To inform the Co-op in writing beforehand if you intend to be absent from the premises in excess of three months and no more than four months. Permission must be obtained from the Co-operative in writing if you intend to be absent for more than four months.

Guests and Short-Term Visitors

Tenants may host personal guests in their homes without prior permission for stays of up to four weeks in any six-month period. Longer stays may be permitted subject to written approval from the Co-operative.

Lodgers

As a Fully Mutual Housing Co-operative, Chippenham Housing Co-op does not permit lodgers.

Subletting

Subletting, whether in whole or in part, is strictly prohibited. For the avoidance of doubt, subletting includes any arrangement where:

- The tenant ceases to occupy the property as their main and principal home
- Exclusive possession is given to another person
- Rent is charged in a manner resembling a tenancy
- Any agreement is made that resembles a formal or informal tenancy agreement

Subletting is illegal. If you sublet your home, you will be in breach of your tenancy agreement and it will be a criminal offence.

Breach of Policy

Our goal is to maintain fairness, security and community integrity for all members. Failure to comply with this policy, including failure to seek consent or to respond to requests for information within 28 days, may be treated as a breach of tenancy and result in enforcement action by the Co-operative.

Rights of Survivorship for Joint Tenants

To become a joint tenant, the member must be proposed by one of the flat's existing tenant/s. The proposal will be considered at the following Management Committee Meeting as an item on the agenda.

The prospective additional tenant should be present at these meetings.

Where joint tenancy includes family members (such as adult children), the Co-operative recognises such arrangements as valid as were agreed at committee management meetings and recorded in official minutes. The surviving joint tenant(s) shall not be required to vacate or reapply for tenancy solely due to the loss or departure of the co-tenant.

The Co-operative supports stable, long-term tenancies in accordance with its fully mutual principles, and recognises the legitimacy of joint tenancies properly established through member consensus and due procedure.

Rights of Succession

1. Succession upon Death of a Sole Tenant

- a. No automatic familial succession is permitted by Chippenham Housing Co-op.
- b. Tenancy cannot be transferred to another person unless they are already members of the Co-op and hold a joint tenancy.
- c. In the event of the death of a sole tenant, the co-operative may consider and review an application for succession from a person who:
 - was living in the property as their only or principal home at the time of the tenant's death,
 - is a close family member (such as a spouse, civil partner, partner, child, or other relative),
 - is a full member of the co-operative at the time of the tenant's death.
- d. The applicant must apply to the management committee in writing within six weeks of the tenant's death. The application will be considered at a management committee meeting. The committee may grant succession where it is satisfied the applicant meets the criteria and there is no breach of co-operative rules.
- e. The spouse, partner or family member must be Co-op members or willing to be and be accepted as so by the Co-operative and to accept its rules.
- f. Only one statutory or permitted succession is allowed per tenancy unless otherwise agreed by a vote of the members.
- g. The succession must not lead to overcrowding of the premises

2. Succession upon Death of a Joint Tenant

- a. Where a joint tenancy exists, and one tenant dies, the tenancy will continue automatically in the name(s) of the surviving joint tenant(s). This is not considered a succession under these rules.
- b. In the event that all but one joint tenant has died or relinquished the tenancy, the remaining tenant shall be regarded as the sole tenant from that point forward.
- c. The succession must not lead to overcrowding of the premises

3. Discretionary Succession

Where no statutory right to succession exists (e.g. a second succession), the co-operative may, at its discretion and with majority approval of the management committee, grant a new tenancy to a member who meets the following:

- Lived in the property as their only or principal home for [e.g. at least 12 months] prior to the tenant's death,
- Is an active member of the co-operative, and
- Has not previously succeeded to the tenancy.

The Co-operative may also give sympathetic consideration to granting a tenancy to children of the household (over 18) or to their parent/guardian if children under 18, providing they were accepted by a majority at a Special Management Committee Meeting.

The applicant must be Co-op members or willing to be and be accepted as so by the Co-operative and to accept its rules.

The succession must not lead to overcrowding of the premises.

The Co-operative shall take into account the household's needs, history of contribution to the co-op, and wider community interests.

4. Transfer

You can only transfer your tenancy with the Co-operative permission if you are swapping flats with another tenant/member as a mutual exchange. New tenancy agreement will then be issued to both parties providing that the premises do not become overcrowded.

TERMINATION OF THE TENANCY

The Co-operative may bring this tenancy to an end by giving the Tenant 4 weeks written notice to quit. Such notice shall only be given in the following circumstances:

- If the Tenant has ceased to be a member of the Co-operative in accordance with the provisions laid down in the Co-operative's Rules.
- The Tenant has not paid the rent due in respect of the Premises and has been given notice of the amount of the arrears in accordance with the Co-operative's Rent Arrears Policy
- If the tenant has committed any breach of the agreement.
- If possession is necessary for works or redevelopment or rehabilitation
- If the Premises are held by the Co-operative on terms which require that the Co-operative gives up vacant possession on termination and the Co-operative has received written notice of such termination.
- If the premises are left unoccupied without the agreement of the Co-operative.
- If the condition of the premises has deteriorated through acts of waste, neglect or default by the Tenant or anyone living with them or, where the neglect or default is by a lodger, the Tenant has not taken such steps as they ought reasonably to have done to remove the lodger or make good the premises.
- The Co-operative was induced to grant the tenancy by a false statement made knowingly by the Tenant.
- The Tenant has committed or allowed members of the Tenant's household or invited visitors to commit a form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability.

When a notice to quit has been served by the Co-op, which has expired, the Co-op may apply to the court for a possession order. It will only do so on the decision of a Special General Meeting of the Co-op. The tenant shall have the right to be present and address the meeting or nominate a person to speak for them.

OBLIGATION OF THE CO-OPERATIVE

a) Not to interfere with the tenant's rights as to possession of the premises as long as the tenant complies with the conditions of tenancy and continues to be a member of the Co-op, and abide by its Rules.

b) Keep in good repair the structure and exterior of premises, including:

1) Drains and gutters and external pipes.

2) The roof.

3) Outside walls, frames and glass and sash cords, including necessary pointing and decoration.

4) Internal walls, doors and doors frames, hinges, locks, doorjambes, thresholds, letterboxes, door handles, floors and ceilings not including painting and decorating.

5) Chimneys and chimney stacks, not including sweeping of house chimneys.

6) Pathways steps or any other means of access.

7) Plasterwork.

c) To keep in good repair and proper working order installations for the supply of water, gas, electricity, for sanitation and for space and water heating including:

1) Electric wiring, gas and water pipes.

2) Sockets and light fittings.

3) Water heaters, boilers, fireplaces, fitted fires, heaters and radiators.

4) Basins, sinks, baths, toilets, flushing systems, and waste pipes.

5) Any other existing installations.

(Please also refer to Chippenham Housing Cooperative Tenancy Agreement)

Reviewed and approved by Management Committee 07 July 2026