



# Braddan Parish Commissioners'

## Fixed Term Tenancy Policy

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## **Purpose**

To outline Braddan Parish Commissioners' Housing policy in respect of implementation and management of Fixed Term tenancies to ensure publicly subsidised housing is better targeted on those in greatest need of assistance.

## **Scope of Policy**

This policy determines how the 5 year Fixed Term tenancy is applied and managed in practice for the purpose of providing better access for those in greatest need to general public sector housing, as follows;

- 1) How a tenancy is offered;
- 2) How tenancies are reviewed;
- 3) Reasons why tenancies may not be renewed; and
- 4) The way in which other relevant issues or changes of circumstances will be dealt with.

The policy will be reviewed and updated accordingly upon the introduction of any relevant new policy and legislation and best practice guidance.

This policy does not apply to Older Persons (Sheltered Housing). This policy applies to all general public sector housing owned and provided by Government or a Local Authority.

## **Legal/Policy Framework**

Housing Act 1955

Housing (Miscellaneous Provision) Act 1976

Housing (Miscellaneous Provision) Act 2011

Local Government Act 1985

Landlord and Tenant Act 1954

Landlord and Tenant Act (Miscellaneous Provisions) 1976

Conveyancing (Leases and Tenancies) Act 1954

Recovery of Rent Act 1954

Tenancies (Implied Terms) Act 1954

Housing (Rent Control) Act 1948

The Public Sector Housing (General Needs) (Allocation) Policy 2019 and (Tynwald resolution Oct 1999) ("the Tynwald Resolution");

The Guidance Notes for the Implementation of the Common Criteria for Acceptance and Allocation onto Waiting Lists for General Needs Public Sector Housing

Island public sector housing providers apply common access and allocation criteria under the provisions of Schedule 3, paragraph 1A of the Housing (Miscellaneous Provisions) Act 1976 ("the 1976 Act").

- "1A
- (1) *The Department may adopt an all-Island policy for the allocation of housing by the Department and local authorities.*
  - (2) *Before adopting such a policy the Department shall consult all the local authorities that would be affected by it.*
  - (3) *Such a policy shall not come into operation unless it has been approved by Tynwald.*
  - (4) *Once such a policy has been adopted local authorities shall comply with it."*

Under Part V of the Housing Act 1955, provisions for Government financial contributions towards Housing allow for the current Local Authority housing deficiency arrangements, which are subject to such conditions as may be determined by the Department and Tynwald. The Tynwald Resolution of 20<sup>th</sup> October 1999, provided such terms and conditions for funding including that -

*“...the authority shall implement such all-Island policy for the provision of housing as is determined by the department after consultation with all local authorities concerned;”*

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# POLICY STATEMENTS

## 1. Background/Context

Public sector housing is heavily subsidised by the tax payer. It is crucial that best use is made of this limited resource and that it is effectively targeted at those in most need.

The principal aim of public sector housing is to provide housing for rent for those who have limited housing options and who cannot afford to buy their own home or afford suitable private sector rented accommodation.

From 1 April 2014 all public sector tenancies are granted for a Fixed Term of five (5) years. The tenancy will expire on a fixed date as indicated within the agreement. There is no obligation on the landlord to grant a new tenancy beyond this date.

The role of such a tenancy is to;

- Provide the Landlord with the opportunity to formally review a tenants' circumstances prior to the grant or renewal of any new tenancy;
- To adjust the terms of the tenancy if required (i.e. by way of rent increase or otherwise such as downsizing etc.);
- To provide a fixed term with a set expiry date, so that both the Landlord and the Tenant can reconsider their respective positions and decide whether a new contract of tenancy should be entered into.

## 2. Offer of Tenancy

**2.1** All tenants to be allocated general public sector housing will be offered a 5 year Fixed Term tenancy (Appendix A), via a standard form of offer letter (Appendix B) to ensure the understanding of the tenant from the outset.

**2.2** All tenants will be provided with the standard Tenant Handbook updated to include the provisions relating to the Fixed Term nature of their tenancy (Appendix C).

**2.3** All subsequent correspondence referring to the tenancy will make reference to the Fixed Term nature of the tenancy.

**2.4** **Termination of tenancy** - A fixed term tenancy could 'terminate' in any of the following ways:-

- By passage of time (i.e. natural expiry of the five year term);
- By mutual consent of the parties at any time within the five year term (i.e. usually voluntary surrender of the tenancy by the tenant);
- By Notice to Quit or Notice before Forfeiture (i.e. due to non-payment of rent, failure to address arrears, anti-social behaviour or other breach of the tenancy agreement) at any time within the five year term.

**2.5** It is important to note that regardless of the fixed term nature of the tenancy, the tenancy can still be terminated at any time during the term **if there is a tenancy breach**, i.e. a five year fixed term does not mean no remedial action is taken until the expiry of the agreement.

## **2.6 Taking Action against Breach: -**

- **Immediate action against breach** – Any breach of the tenancy agreement should be actioned immediately by the Landlord. If there is an ongoing breach, bad tenancy history for example, the tenancy agreement could be terminated within the fixed term period.
- **Acquiescence** – The Landlord should not acquiesce on the breach at any time. If a breach is allowed to continue, or is treated as a minor breach by the Landlord, the Court will not enforce that breach.
- **Follow up** – if a breach has been identified, and steps taken to regularise the breach, the breach should always be followed up and resolved, whether by the Tenant resolving the breach, or by issue of proceedings by the Landlord.

## **3. Review of Tenancy**

**3.1** In general terms, where the tenancy has progressed without issue, approximately 12 months prior to the date of natural expiry of the tenancy, the tenant should be sent the standard warning letter (Appendix D) to remind the tenant that the end of their tenancy and the associated review of their circumstances is imminent.

**3.2** In general terms, where the tenancy has progressed without issue, **approximately 6 months but not less than 3 months prior to the date of natural expiry of the tenancy, the circumstances of the tenant**, in particular income/assets and household size, **should be reviewed (“the Review”)**. The Review will be undertaken using the standard Review letter (Appendix E) and a Review Form (Example at Appendix F).

As a matter of course an information leaflet on House Purchase assistance (Appendix G) should also be included as an enclosure to the Review letter, to ensure the tenant is aware of other housing options which may be available to them.

**3.3** **The Review** will consist of a review of circumstances including a declaration of income by the tenant, against the current (at time of assessment) eligibility criteria for access to general public sector housing, the initial stage being the completion of the Review Form by the Tenant.

It should be noted that false declaration is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976. A statement to this effect should be included in all correspondence requesting a declaration of circumstances.

**3.4.** The tenant can choose not to provide information, but this must be on the understanding that without the information required to reassess eligibility for public sector housing a new tenancy cannot be offered and that on expiry of the lease at the end of the 5 year term, the tenant would be expected to give vacant possession of the property to the Landlord.

#### 4. Tenant qualifies for public sector housing

- 4.1 Where **the tenant continues to meet the eligibility criteria for public sector housing**, then **subject to a satisfactory tenancy history**, a new tenancy will be granted for a further five years.
- 4.2 If at the time of assessment, **the property occupied by the tenant is no longer suitable for their housing need**, e.g. a tenant is occupying a large family property and their household size has significantly reduced, **the new tenancy may be offered in relation to a more suitable property**, as an alternative to the existing property.
- 4.3 **Regardless of whether the tenant remains eligible for public sector housing**, where the tenant has a protracted history of rent arrears or other significant tenancy breach such as anti-social behaviour the landlord can similarly elect not to grant a new tenancy. This is on the basis that the preceding fixed term has shown the tenant not to be compliant with the terms of the tenancy agreement and the obligations expected of that tenant over the course of the previous tenancy. Please refer to 2.6.
- 4.4 **Regardless of whether the tenant remains eligible for public sector housing in terms of income**, if the tenant is known to have acquired significant assets which would allow them to meet their own housing need, e.g. they have inherited a property or a substantial sum of money, the landlord can also elect not to grant a new tenancy i.e. capital assets may be taken into account in assessing eligibility and housing need.

#### 5. Tenant no longer qualifies for public sector housing

- 5.1 Where circumstances have changed, and **the tenant no longer meets the eligibility criteria for public sector housing**, then subject to the particular circumstances of the tenant as set out in the Table at 5.4, the tenancy will either;
- be allowed to expire in line with the original agreement term with no new tenancy granted; or
  - be replaced by a new fixed term tenancy on different terms as set out below;
    - where the tenant's income marginally exceeds the income thresholds for public sector housing (within 10%), the standard public sector rent for the property will be increased by a factor of 15% - when rates are included this is approximately equivalent to 60% of the indicative market rate (see below); or
    - where the tenant's income exceeds the income eligibility thresholds by more than 10% but gross income is no more than £60,000, a higher level of rent at approximately 80% of market rental value for a typical property type will apply. Indicative rents, agreed by the Government valuer and inclusive of rates, are as follows;
      - 4bh £900 pcm or £207.69 pw
      - 3bh £740 pcm or £170.77 pw
      - 2bh £640 pcm or £147.69 pw
      - 2bf £560 pcm or £129.23 pw
      - 1bf £450 pcm or £103.85 pw
    - **where the tenant's income exceeds £60,000, the tenant no longer qualifies for housing at a subsidised rate**, and in most cases would be expected to leave the

property. However, where the landlord is minded to allow them to remain in the property, rent will be applied at the full market rate. Indicative rents, agreed by the Government valuer and inclusive of rates, are as follows;

- 4bh £1,125 pcm or £259.62 pw
- 3bh £925 pcm or £213.46 pw
- 2bh £800 pcm or £184.62 pw
- 2bf £700 pcm or £161.54 pw
- 1bf £563 pcm or £129.81 pw

**5.2** Where the review process identifies that a significant change of financial circumstances, such as retirement, may occur within the next 5 year term, and which is likely to impact on the tenant’s eligibility for public sector housing or the level of rent to be charged, then a shorter fixed term tenancy may be used to provide a reassessment point at the appropriate time.

**5.3** The outcome of the Review is communicated to the tenant in writing using a standard Determination of Tenancy/Offer of New Tenancy letter (Appendices H to J).

**5.4 Summary of Options in respect of renewal, or grant of tenancy on different terms, or expiry of tenancy.**

<b>OPTIONS ('TENANT' REFERS TO JOINT TENANTS WHERE APPLICABLE)</b>		<b>LETTER</b>
<b>OPTION ONE – TENANT QUALIFIES FOR NEW TENANCY</b> A new tenancy will be offered on expiry, on the same terms and conditions as the previous tenancy.		<b>Appendix H – Letter 4</b>
<b>OPTION TWO – TENANT QUALIFIES FOR NEW TENANCY (OR MAY QUALIFY FOR NEW TENANCY) ON DIFFERENT TERMS</b> In the event of income increase within certain parameters, a new tenancy may be offered with rent set at a higher level than the standard public sector rental charge. There are two categories; <ul style="list-style-type: none"> <li>• If the income criteria is exceeded by less than 10% the standard rent will be uplifted by 15% (approximately equivalent to 60% of indicative market rent including rates)</li> <li>• If the income criteria is exceeded by more than 10% but is less than £60k the tenancy will be offered at 80% of the indicative market rates</li> </ul> Subject to financial eligibility, in the event of change in household size, tenant/s may be offered a new tenancy for a more suitable size or type of property, or offered a short term licence to occupy whilst an alternative property is found. Categories of tenant will be:		<b>Appendix I – Letter 5</b>
<b>1</b>	<b>INCOME EXCEEDS ELIGIBILITY CRITERIA BUT IS WITHIN 10%</b> <i>The tenant’s income (inc. partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing but by no more than 10%</i>	
<b>2</b>	<b>COMBINED INCOME EXCEEDS ELIGIBILITY CRITERIA BUT IS WITHIN 10%</b> <i>The tenant applied as a single person and now has a spouse/partner and their combined income exceeds the income criteria for eligibility for public sector housing but by no more than 10%</i>	
<b>3</b>	<b>INCOME EXCEEDS ELIGIBILITY CRITERIA BY MORE THAN 10% BUT IS BELOW MID-RENT THRESHOLD</b> <i>The tenant’s income (inc. partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing by more than 10% but is below £60k</i>	

4	<p><b>COMBINED INCOME BELOW MID-RENT THRESHOLD</b></p> <p><i>The tenant applied as a single person and now has a spouse/partner and their combined income exceeds the income criteria for eligibility for public sector housing but is below £60k</i></p>	
5	<p><b>SOLE OR COMBINED INCOME EXCEEDS £60,000</b></p> <p><i>Where the tenant's income (inc. partner/spouse where applicable) exceeds £60k but there are mitigating circumstances that may warrant them retaining the tenancy, the tenant <b>may</b> be offered a new tenancy without any public subsidy <b>at the full market rental rate</b>.</i></p>	
6	<p><b>SIZE OF THE TENANT'S HOUSEHOLD HAS CHANGED</b></p> <p><i>Subject to financial eligibility, the tenant <b>may</b> be offered a new tenancy for a more suitable property e.g. they may be required to downsize.</i></p> <p><i>If there is determined to be a requirement to downsize but a suitable property is not available at that time the tenant may be offered a temporary 6 to 12 month 'licence to occupy' until a suitable property is identified.</i></p>	
<p><b>OPTION 3 – TENANT DOES NOT QUALIFY FOR NEW TENANCY</b></p> <p>A new tenancy will not be offered on expiry, and the tenant will be expected to surrender the property upon expiry of the tenancy. Changes categorised as follows:</p>		<p><b>Appendix J – Letter 6</b></p>
7	<p><b>INCOME EXCEEDS £60,000</b></p> <p><i>The tenant's income (inc. partner/spouse where applicable) <u>significantly exceeds</u> the income criteria for eligibility for public sector housing (i.e. is greater than £60k) and there are no mitigating circumstances as to why the tenancy should be retained at the full market rental rate.</i></p>	
8	<p><b>COMBINED INCOME EXCEEDS £60,000</b></p> <p><i>The tenant applied as a single person and now has a spouse/partner and their combined income <u>significantly exceeds</u> the income criteria for eligibility for public sector housing (i.e. is greater than £60k) and there are no mitigating circumstances as to why the tenancy should be retained at the full market rental rate.</i></p>	
9	<p><b>INHERITANCE OR ASSET ACQUIRED</b></p> <p><i>The tenant is known to have assets which would allow them to meet their own housing need e.g. they have inherited a property or substantial sum of money or have acquired other significant capital gain.</i></p>	
10	<p><b>BREACH OF TENANCY</b></p> <p><i>The tenant has a protracted history during the previous five year period of tenancy of non-payment of rent or other serious tenancy breach such as anti-social behaviour.</i></p> <p><i>Note: <b>In exceptional circumstances</b> the tenant may be offered a temporary 6-12 month 'licence to occupy' to allow the tenant (as a licensee only) additional time to demonstrate that they can be a responsible tenant.</i></p>	

## **6. Related Policies**

Guidance on the Implementation of the Uniform Criteria for Housing

Eviction Policy

Allocation Policy

Tenant Handbook

## **7. Key Performance Indicators**

100% application of prescribed criteria

No. of successful appeals

## **8. Other Versions of this Policy**

Version 1

Version 2

Version 3 – amendment to section 5 and consequential amendments

Version 4 – minor amendment to letters 2, 3 and appendix F

## Appendix A: Fixed Term Tenancy Agreement

An Agreement made the [ ] day of 201[ ], between the [Department of Infrastructure]/ [Local Authority] (hereinafter called "the Landlord" which expression where the context so admits shall include their successors and assigns) on the one part and

«FirstName»

«SecondName»

(hereinafter called " the Tenant/s" ) of the other part

**WHEREBY IT IS AGREED** as follows:-

- 1 (a) The Landlord will let and the Tenant will take the plot of land with the dwelling house and premises thereon erected and being numbered «**Address**» ("Property") on the estate... ("Estate") to hold for the fixed term of **FIVE YEARS** from the commencement date of [*date of first date of tenancy*] to [*date before first date of tenancy five years later*] ("the Term") at which date it will expire by effluxion of time, subject to the payment of the Rent set out at clause (1)(b) herein  
  
(b) The Tenant shall pay the Rent in weekly instalments in the sum of £[ ] ("Rent" which expression includes any increase) (inclusive of rates ), such rent being payable in advance on Monday of each week, provided always that the said Rent may be increased by the Landlord at any time on giving to the Tenant no less than four weeks' previous notice in writing thereof
  
2. The Tenant/s hereby agree/s with the Landlord as follows throughout the Term:-
  - a) To pay the Rent weekly in advance, whether formally demanded or not, on Monday each week [ ] ( *followed by the payment method of the relevant Authority* )
  - b) To pay upon demand by way of additional rent any administration and/or legal charges reasonably incurred by the Landlord (i) in pursuit of rent arrears by reason of failure by the Tenant to pay the Rent on the due day and (ii) in obtaining possession of the Property (whether by possession order or otherwise) where a Notice to Quit or Notice of Forfeiture is served by the Landlord as a result of such rent arrears and/or failure to vacate the Property upon the expiry of the Term (iii) for any damage to the Property or the Landlord Fixtures and Fittings
  - c) To pay for all gas, oil, electric light and other illuminant consumed by him, or her or them in the Property
  - d) That the Property will be his, her or their only residence and he, she or they will reside there permanently

- e) To keep the Property and all the Landlord's fittings and fixtures therein in substantial repair and to keep the bath, w.c., and all sinks, cisterns and interior pipes therein properly cleaned and in good working order and to replace the same if damaged and to replace all broken glass forthwith and at the termination of the tenancy to leave all locks, shutters, bolts, and windows in good working condition and keep all windows properly cleaned and all chimneys properly swept and at the end of the Term to leave the Property in such condition aforesaid
- f) Not to alter or remove any part of the electric light power or gas or oil installation or other electrical or other power or other heating appliances in the Property without the written consent of the Landlord and in any case to obtain the Landlord's approval of the person or firm employed by the Tenant to effect any such alteration or removal
- g) Not to interfere with alter or remove any part of the water supply and drainage system in the Property without the written consent of the Landlord and in any case to obtain the Landlord's approval of the person or firm employed by the Tenant to effect any such alteration or removal
- h) Without prejudice to the generality of sub clauses (e) and (f) hereof, to keep throughout the Term and at the end of the Term to leave any smoke detectors from time to time installed in the Property by the Landlord in good and efficient working order and in particular to renew the batteries of the same whenever necessary and not to alter or remove any such smoke detectors or do or suffer or permit to be done anything which could cause any such smoke detectors not to work and in particular not to cover any such smoke detectors or remove (save for the purposes of renewal of the same) the batteries therefrom
- i) Not to assign or sublet or part with possession of the Property or any part thereof nor take or retain any relatives, boarders or lodgers to reside with him her or them nor to use the benefit of this Agreement to obtain any credit facility without the written consent of the Landlord previously obtained in writing
- j) Not to carry on any trade, profession or business in or from the Property or any part thereof, nor use the same as an address for any trade, profession or business or the issue of circulars, pamphlets or advertisements but to use the Property as a private residence only
- k) Not to keep any inflammable or dangerous materials or substances nor do anything which might increase the rate of the premium for the insurance of the Property beyond private house risk or invalidate the insurance
- l) Not to make any addition or alteration to the interior or the exterior of the Property or display or permit to be displayed any placard advertisement sign letter or design in or upon the exterior of the Property or any windows thereof or on any other part of the Property

m) Not to cause or permit or allow anyone living with the Tenant in the Property or authorised to visit the Property to cause or commit any form of harassment or other anti-social behaviour. Such harassment or other anti-social behaviour being any act or omission which interferes with the peace and comfort of or which causes annoyance, injury or offence to any other tenant and/or members of their household/visitors/ neighbours or the Landlord including its employees and contractors or any other member of the general public on the Estate. This includes (but is not limited to):-

- i. harassment on the grounds of age, gender, race, culture, ability or lifestyle;
- ii. violence or threats of violence to any person;
- iii. abusive or insulting words or behaviour;
- iv. offensive drunkenness;
- v. damage or threat of damage to property belonging to another person including damage to any part of the person's home;
- vi. writing graffiti and in particular graffiti which is abusive, threatening or insulting;
- vii. making unnecessary or excessive noise by any means whatsoever including loud music, television, radio, arguing and door slamming;
- viii. using or allowing the Property to be used for prostitution;
- ix. keeping or allowing unlicensed firearms or other unauthorised dangerous weapons to be kept at the demised premises;
- x. allowing any illegal activity to be conducted at the Property
- xi. any nuisance or annoyance caused by animals including keeping them in unhygienic conditions, barking, and fouling;
- xii. playing ball or other games close to someone else's property.

n) The Tenant must comply with all relevant legislation, regulations, byelaws and requirements of any competent authority from time to time affecting the Property and/or the Tenant's occupation thereof including the Regulations in the Schedule hereto.

o) Neither the Tenant nor any other person occupying the Property with the permission of the Tenant, shall possess or possess with intent to supply Class A, B or C illegal controlled substances, as defined under the Misuse of Drugs Act (1976) or any amendment thereof, or such other illegally controlled substances under the provisions of the Misuse of Drugs Act 1976, or any amendment thereof.

- p) The Tenant must not keep or store, or allow any other person occupying the property to keep or store, any firearm in the property without the written consent of the Landlord previously obtained in writing. The Landlord will give consideration to granting consent only where the Tenant holds a Firearm Certificate for the firearm and where the firearm can be properly stored at the property so as to comply with the provisions of the Firearms Act 1947 (as amended).
  - q) To allow the Landlord or its agents, inspectors, surveyors and workmen to have access at all reasonable times to the Property and every part thereof for all reasonable purposes and to inspect and/or carry out maintenance or repair works to the same and any part thereof and not less than 3 months prior to the expiry of the Term to allow the Landlord such reasonable access at reasonable times to the Property to assess the same for the purposes of re-letting.
  - r) At the expiration of the Term or earlier determination of this tenancy (for whatever reason) to give peaceable possession thereof to the Landlord.
  - s) To observe and cause his her or their family to observe the regulations specified in Schedule hereto and such other regulations as the Landlord may from time to time make for the general comfort and reasonable convenience of the tenants of the dwelling houses in the neighbourhood.
  - t) To insure the Tenants contents on or about the Property against loss or damage by fire or other damage in an insurance office of repute at full cost of reinstatement or replacement and when required to do so from time to time to produce a copy of such insurance cover to the Landlord in satisfaction of this obligation.
  - u) To surrender this Tenancy Agreement and enter into a new Tenancy Agreement for any period of unexpired Term by way of transfer from the Property to a dwelling provided by the Landlord of a suitable size for the accommodation of the Tenant and his or her family upon reasonable request in the Landlord's sole discretion provided that the Landlord shall give not less than ONE (1) months' notice of such requirement to transfer to an alternative dwelling
3. If any rent shall be in arrears for seven days after the due date of payment whether formally demanded or not or in the event of any breach or non-observance by the Tenant of the Agreement on his her or their part contained herein or in the Schedule hereto or if the tenant shall become insolvent or bankrupt or enter into any agreement for the benefit of creditors then and in any such case the Landlord may re-enter at any time thereafter upon the Property or any part thereof in the name of the whole and repossess the Property.

4. The Landlord covenants that:-

(a) The Landlord shall keep the Property (but not the Tenant's personal property, fixtures or fittings) insured against damage or destruction by fire and other usual risks for the full cost of rebuilding and reinstating the Property and replacing any of the Landlord fixtures and fittings that are not the Tenant's own contents, fixtures or fittings unless the insurance is rendered void or made invalid by any act of the Tenant or anyone under his her or their control.

(b) The Landlord shall if practicable reinstate the Property (and replace the fixtures and fittings that are not Tenant fixtures and fittings) or any part damaged by any risk against which it is insured, provided that the damage was not due to any act or omission of the Tenant or anyone under his control and the insurance policy has not been rendered void or invalidated by such an act or omission but such covenant does not place any obligation upon the Landlord to replace or reinstate any of the Tenant fixtures and fittings which were uninsured or otherwise such damage occurred due to circumstances outwith the Landlord's control.

5. This Tenancy may be determined at any time during the Term [/any time after the first month of the Term] by:-

5.1 either party hereto giving to the other one week's previous notice in writing,

5.2 by the Tenant surrendering the tenancy herein subject to payment of one weeks rent in lieu of notice together with any other arrears of rent due.

6. On such determination of the Tenancy set out in clause 5 (howsoever it arises) the Tenant will give peaceful possession of the Property to the Landlord.

7. The Landlord reserves the right, subject to notice and consultation with interested parties, to vary the terms and conditions of this Agreement at any time during the tenancy.

8. Any notice of permission to be given hereunder or in the Schedule by the Landlord shall be signed by the Chief Executive/Clerk or any other authorised officer of the Landlord

**IN WITNESS WHEREOF** the parties hereto have executed these presents this the day month and year first written.

#### **SCHEDULE WITH IN REFERRED TO**

##### ***Regulations***

These Regulations are imposed for the benefit of all tenants within properties owned by the Landlord, and they are required to be adhered to in all respects throughout the Term. The Tenant agrees to abide by all of these Regulations together with any other reasonable direction of the Landlord in respect of the management of the Property or the Estate or Building within which it is situate.

1. The Tenant shall not keep any animal at the Property save that:
  - (a) At the Landlord's discretion, the Tenant may keep domestic pets at the Property but must first obtain the written consent of the Landlord to keep such pets.
  - (b) The Tenant shall not keep or erect or fit or install any pens, runs, hutches, cat flaps or other such installations on or about the Property without the written consent of the Landlord (pursuant to Regulation 10).
  - (c) The Tenant shall not under any circumstances be permitted to keep fowls, poultry, wild or farm animals at the Property.
2. All rubbish, ashes, refuse and waste material required to be removed from the Property shall be placed ready for removal in suitable closed receptacles. No liquids shall be placed in any such receptacles.
3. The Tenant shall immediately notify the Landlord in all cases of fever or other infectious or contagious disease occurring in the Property to be removed to any isolation hospital in the Isle of Man.
4. The Tenant shall immediately notify the Landlord of the existence of any burst water pipes or damage to the sanitary conveniences or any defects at the Property in writing where practicable and in any event within 2 working days of the discovery of such burst or damage.
5. The Tenant shall not paper or paint the walls or woodwork of the Property without the consent of the Landlord and in no case shall any nails be driven therein either within or without or any other thing stuck or driven through or upon the walls of the Property. Any such decoration of the Property must be limited to the interior of the Property only (no decoration or alteration of the exterior shall be permitted), and shall be in neutral colours on a like for like basis with the decorative state the Property is in on the date the Tenant first took occupation. Any decorative works shall not be undertaken without the consent of the Landlord in writing and shall only be permitted if they are carried out in a good and workmanlike manner with good quality materials and by a person experienced and able to carry out such works.
6. The Tenant shall under no circumstances offer a gratuity or reward to any officers or servants of the Landlord (such officer or servants being prohibited from accepting any gratuity or reward whatsoever).
7. The Tenant shall throughout the Term keep the garden plots, yard and fences at the Property in clean and tidy condition. All privet or other growing shrubs when planted by the fence or boundaries must be kept trimmed and neat and shall under no circumstances cause an obstruction to any thoroughfare. Notwithstanding any requirement for planning permission no fence or isolated shrub in any case to exceed one metre in height at the front; and to the rear no fence or isolated shrub to exceed two metres.
8. The Tenant shall not allow any coal, coke or manure delivered upon the Property to remain in any street or footpath adjoining the Property.
9. The Tenant shall throughout the Term keep all outside gulleys and surrounds of the Property properly cleaned and flushed, and shall keep the inspection chamber and cover to the stop-tap exposed and in good order.
10. No building, shed, greenhouse, pen, garage, workshop, den or erection, decking, paving, fencing, hutches, ponds, digging (save for general gardening or weeding) or excavation of any kind shall be erected or placed on any portion of the Property without the previous consent in writing of the Landlord.
11. No wireless, satellite, or television aerial or pole shall be erected or fixed to the Property without the previous consent in writing of the Landlord and then only under the conditions to be approved by the Landlord in writing.

12. No Tenant shall keep a vehicle on the Estate otherwise than in a designated car parking space or car park. Such vehicle/s shall be licensed, insured, and in a roadworthy condition. Cars shall not be fixed, stored or otherwise garaged or parked at the Property or within the Estate if they are not for the regular use of the Tenant and his or her family. No vehicle should be parked on the Estate or on the road outside the Property if they are untaxed or unlicensed, and the right to park a vehicle for this purpose of this Regulation does not include large commercial vehicles, caravans, motorhomes, boats and trailers. Any parking on the Estate within which the Property is situate or any land or neighbouring property adjacent must be in compliance with any parking orders or regulations or bye-laws from time to time in force.
13. The Tenant shall be responsible for the costs of removing all vehicles parked in breach of this Tenancy Agreement and/or in emergencies if parked illegally or inappropriately PROVIDED that in the event of the same being carried out by the Landlord due to the default of the Tenant the costs of the same shall be payable by the Tenant.
14. The Tenant shall be responsible for the costs of any damage or repair or replacement required to the Landlord's Fixtures and Fittings (including but not limited to those items set out in this Regulation) and other loss or damage where the same is due to any neglect, default, act or omission of the Tenant (fair wear and tear excepted):
- (1) Replacing broken window catches and stays;
  - (2) Repairing or replacing worn exterior door locks;
  - (3) Repairing or replacing worn exterior door furniture;
  - (4) Repairing broken letter plates;
  - (5) Reglazing of windows and doors;
  - (6) Gaining access where Tenant locked out and repairs resulting;
  - (7) Clearing drains;
  - (8) Cleansing blocked W.C. pans;
  - (9) Repairing or renewing sanitary ware;
  - (10) Repairing or renewing W.C. seats, chains, and flushing handles;
  - (11) Repairing or renewing grate bottoms;
  - (12) Repairing tiled fire surrounds;
  - (13) Replacement of electric fire elements;
  - (14) Repairing or renewing all-night burner units;
  - (15) Removing chimney obstructions;
  - (16) Renewing blown main fuses unless caused by a circuit fault;
  - (17) Repairing or renewing clothes posts and fixed sockets for rotary dryers;
  - (18) Repairing or replacing gates and fences;
  - (19) Repairing or renewing coat hooks;
  - (20) Repairing or renewing draining boards;
  - (21) Repairing or renewing Gas and/or electric cooker (where the same belongs to the Landlord);
  - (22) Repairing or renewing washing machine, dishwasher and tumble dryer (where the same belongs to the Landlord);
  - (23) Making good any decorative repairs or replacement;
  - (24) Replacement of wallpaper or re-painting due to discolouration or damage due to smoking;
  - (25) Repair or renewal of smoke detectors;

- (26) Damage to the Property or any of the windows, doors or fixtures and fittings belonging to the Landlord as a result of activities, conduct, act or omission of the Tenant or their family or guests at or around the Property including any forced entry or damage caused by third party agencies in the case of arrest or emergency.

15. The Tenant shall keep the following items of the Landlord's Fixtures and Fittings and/or the Property in good repair and condition and shall replace the same throughout the Term as required:-

- (1) Bath and sink plugs;
- (2) Clothes lines and rotary dryers

PROVIDED that in the event of the same being replaced by the Landlord due to the default of the Tenant the costs of the same shall be payable by the Tenant.

16. The Tenant shall ensure that the Property is kept clean and tidy and in particular that:

- (1) All open chimneys or stacks remain properly cleared and swept at all times,
- (2) All smoke detectors are kept in good working order and batteries replaced as necessary (where the same belongs to the Landlord);
- (3) Bins and other receptacles are kept and maintained on or around the Property for the proper disposal of all waste and rubbish, including supply and renewal of any dustbins on or at the Property;
- (4) All household rubbish and personal items are cleared upon vacation of the Property at the expiry of the Term (howsoever it is terminated);

PROVIDED that in the event of the same being carried out by the Landlord due to the default of the Tenant the costs of the same shall be payable by the Tenant.

17. In the event of the Tenant being in default of any of the foregoing regulations, or any of the covenants within this Agreement, the Landlord shall renew, repair or effect as the case may be at the cost of the Tenant.

18. All complaints regarding the Property (including emergencies, repairs, or in relation to the condition of the Property, or any other issues regarding the Estate or its management, should be reported directly to the Housing Manager in writing (where practicable).

19. Not to assign, sub-let, hire or otherwise allow or permit overnight visitors other than bona fide guests or visitors staying on holiday for no more than four weeks save as agreed in writing by the Landlord subject to the payment of any additional charge for such lodger at the rates set by the Landlord from time to time in force. No lodgers or other such guests shall be permitted in the first year of the Term and thereafter only with the consent in writing referred to in this Regulation.

20. The Tenant must not fell or lop any trees or high shrubs on or about the Property or growing in adjoining or neighbouring property and must report any danger or requirement for felling or lopping or overhang causing a nuisance or a danger to the Landlord who shall effect the repairs and/or give consent to the Tenant to effect such works, subject at all times to a licence from the Department of Environment Food and Agriculture in respect of such works save that the Tenant shall maintain any shrubs, trees insofar as this clause allows and as required by Regulation 7.

21. The Tenant shall not obstruct or cause nuisance in or on the Estate or in any building or common area that the Property is within and in particular shall not smoke nor cause or permit any smoking in any shared or common areas of the building in which the Property is situate.

22. Not to exchange or transfer to another property owned by the Landlord without the written consent of the Landlord provided that such consent will not be given in the first year of the Term or if the Tenant is in arrears of rent or any other payments or charges due pursuant to the terms of this Tenancy Agreement.

23. The parties acknowledge that this Tenancy Agreement is a fixed term tenancy which expires automatically by effluxion of time on [ ]. If no new Tenancy Agreement is granted by the Landlord or if such new Tenancy Agreement is not accepted by the Tenant following the expiry of this Tenancy Agreement and grant of a new Tenancy Agreement, this Tenancy Agreement will not under any circumstances be construed or implied as otherwise continuing past the date of the expiry of this Tenancy Agreement.

Signed and delivered on behalf of )  
of the Landlord [acting ) \_\_\_\_\_

by [ ] its duly authorised )  
agent]in the presence of )  
)

Signed and delivered by the Tenant in )  
the presence of ) \_\_\_\_\_  
) Print name:

Witness signature: )

Witness print name: ) \_\_\_\_\_  
[Print name: ]

Witness Address:

Witness Occupation:

Date

Name(s) and Address

Dear [Tenant name]

**Re: OFFER OF TENANCY**

**Property: [Property address], Isle of Man (“the Property”)**

**Landlord: [Department/Commissioners] (“the Landlord”)**

We write with reference to the above and are pleased to confirm that the Landlord can grant to [you/you both] a tenancy of the above named Property. The terms upon which the tenancy is granted, are set out in the Tenancy Agreement issued by the Landlord.

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

**Offer of Tenancy**

We enclose two copies of the Tenancy Agreement with this letter. Should you wish to accept the tenancy of the Property which are strictly subject to the acceptance of the terms of the tenancy set out in the Tenancy Agreement, you must do the following:-

1. Sign one copy of the Tenancy Agreement and return it by post or hand delivery to the Landlord at the above address;
2. Contact the Landlord to arrange payment of rent in accordance with the Landlord’s preferred method/s of payment.

**Terms and Conditions**

We draw your attention specifically to the term of the tenancy which is for a fixed period of five years. This is subject to notice which can be given by either party in certain circumstances. The other terms of the Tenancy are set out in the Tenancy Agreement which you should familiarise yourself with. By signature and return of the Tenancy Agreement and/or by taking up occupation of the Property you will be deemed to have accepted the Terms and Conditions of the Tenancy.

The Tenant Handbook which is available from the Housing Office sets out the Landlord’s policy with regard to the grant of all tenancies with further guidance. This includes the requirement to review your circumstances, in order for the Landlord to determine whether you will be eligible for a grant of a new tenancy either on the same terms, or different terms dependent upon your circumstances.

**Termination of Tenancy Agreement**

Please note that in certain circumstances a new tenancy may not be offered following expiry of the five year term of the Tenancy Agreement. The Tenant Handbook also covers the criteria you must fulfil in order to remain eligible for an offer of a new tenancy, and the requirement to provide the Landlord with the information they require to complete any review.

The Landlord will contact you by letter not usually less than 6 months prior to the expiry of your Tenancy Agreement to remind you of the expiry date, and any new grant of tenancy or review of circumstances, details of which are also included in the Tenant Handbook.

**Please note: The Tenancy Agreement will expire at the end of five years. If no new tenancy is agreed, or if you fail to return the relevant forms for review of your circumstances, you will be required to have made arrangements to vacate the Property on that date.**

#### **Acceptance of the Tenancy Agreement**

As requested above, please sign and return the Tenancy Agreement to the Landlord with confirmation of your arrangements to pay the rent from the first date of the Tenancy Agreement.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

**We would ask you to note that keys to the Property cannot be released to you until the Tenancy Agreement has been signed and returned and rent payment arrangements have been made with the Landlord. If under any circumstances keys are provided and/or access obtained, the terms of the Tenancy Agreement enclosed will apply from the date of such keys being provided and/or access or your occupation of the Property and will be deemed to have been accepted.**

Yours sincerely

**For and on behalf of the Landlord**

## Your Tenancy

You are our tenant which means that you have a legal right to stay in your home for the fixed term of your tenancy (which is clearly indicated by the dates in your tenancy agreement, usually no more than 5 years) as long as you keep to the conditions of your tenancy. These conditions are set out in your tenancy agreement – a document we have to give you by law that all tenants must sign and accept at the start of their tenancy.

### What is a tenancy agreement?

Your tenancy agreement is a legal contract between you and us. It indicates the duration of your tenancy (usually five years) and includes a start date and an end date when the tenancy will expire. It also sets out your rights and responsibilities as a tenant and our obligations as your landlord. You have been given your own copy to keep. When you sign your tenancy agreement, you agree to keep to the rules that govern the way you live in your home which means that you have the following responsibilities;

- **Paying your rent** - You must pay your rent and any other associated charges on time. Your rent is payable weekly in advance every Monday. There are more details about your rent and how you can pay it on page 14.
- **Looking after your home** - It is your responsibility to take good care of your home and to prevent anyone else from damaging it. We will charge you for any deliberate damage or vandalism carried out to your property. You must keep the inside of your home clean and well decorated. You must not make any changes to the structure and services (e.g. electricity, gas, oil or water supply) of the property, or put up sheds or any form of fence or outbuilding without first asking in writing for permission to do so. You are also responsible for keeping your garden and the outside of your property clean and tidy and free from rubbish. A full explanation of who is responsible for repairs and maintenance can be found on page 17 and is also contained in your tenancy agreement in full. If you are unsure as to your obligations, you should always first check the terms of your tenancy agreement, particularly clause 2 in relation to your covenants as Tenant, and the Regulations in the Schedule at the back.
- **Using your home** - We have let the property to you for you (and where applicable your immediate family) to live in and you should only use it for that purpose. You **do not** have a right to run a business from your home, but we may consider granting you permission to use the property in limited circumstances if you are self-employed or a sole trader, for example an electrician or a child minder. You must ask our permission **before** you set up your business and we will consider all requests. Examples of when we might refuse requests are if we think the business could disturb your neighbours, cause nuisance, or be unlawful. You also **do not** have the right to keep pets or other animals at the property, but we may consider granting you permission to keep a pet where the type, size and occupation of the property is considered suitable. **You must always ask for our permission before you acquire a pet.**
- **Nuisance and harassment** - Everyone has a right to peacefully enjoy life in their own way as long as they do not have a negative effect on the life of people living around them. You must not cause a nuisance or annoyance, or any kind of deliberate harassment to the people living around you. You are also responsible for the behaviour of people who live with you or are visiting you. There is more information about nuisance and harassment on page 23, and attention is drawn to the requirements in the tenancy agreement which require you to adhere

to certain covenants and regulations to prevent nuisance and harassment occurring in your neighbourhood and on the property.

- **Access to your home** - We will sometimes have to carry out repairs and servicing in your home and will need access to do this work. In these circumstances you must allow the workmen into your home. In most cases, unless it is an emergency, you will have been notified in advance of our need to access your home. Authorised officers must also be allowed to enter and inspect the condition of your property at reasonable pre-arranged times. Any person who calls at your home on our behalf will carry official identification which you should ask to see.
- **Looking after shared areas** - If you live in a block where there are shared areas, we expect you and the other tenants to keep these areas clean and tidy. For your own safety, please make sure that you keep shared areas free from rubbish and obstructions. Please be aware that under current legislation you are not permitted to smoke in shared areas inside the property such as entrance halls and stairwells and you could be prosecuted if you do so.
- **Car parking** - You and your family must only park your car, or any other vehicle, next to your home on a public road, in a proper parking area or on your drive. Remember, most spaces are not allocated to specific properties and you may need to come to an agreement with your neighbours on parking. **You must not park on grassed areas, footpaths, verges or open spaces.** Please park considerately and do not block access for emergency services. Only vehicles in regular use should occupy parking spaces. Please do not park untaxed or unlicensed vehicles, large commercial vehicles, caravans, motorhomes, boats or trailers in the spaces. These may be removed if causing an obstruction or nuisance, and the owners charged.

When you sign a tenancy agreement, you immediately have legal rights and responsibilities. If you keep to these, you can usually keep your home for the full duration of your tenancy, but there are some exceptional circumstances where we might need to transfer your tenancy to another property.

Your tenancy usually lasts for five years. During the tenancy term, we cannot end your tenancy unless:

- You break one or more conditions of your tenancy
- We need your home for another reason, for example, clearance for redevelopment; or
- We get a court order for possession

All tenants are monitored during their tenancy to make sure that they act responsibly and follow the conditions of the tenancy agreement. During your tenancy, housing officers may visit you to make sure that there are no problems. If there are, they will take action to sort them out quickly and it is in your interests to ensure any problems with your tenancy or with the property are reported promptly, and responses given when requested.

## **What happens when my tenancy agreement is due to end?**

About twelve months before your tenancy is due to end you will be sent a letter reminding you about the fixed term of your tenancy and the expiry date. About six months (but no less than three months) before your tenancy is due to end your financial and household circumstances will be reviewed by the Housing office who will carry out a review which starts with a Review Form which you must complete and return within a certain time. Depending on your circumstances, as set out below, your tenancy may or may not be replaced with a new tenancy, which will usually be for a further five year period. Please note that if you do not return the information requested, or return it late, you will not normally be offered a new tenancy and should make arrangements to vacate the property on the expiry of the fixed term indicated in your tenancy agreement.

Where **you continue to meet the eligibility criteria for public sector housing**, then a new tenancy will be granted for a further five years, provided that you do not have a history or regular breaches of your tenancy terms such as non-payment of rent or antisocial behaviour. **In these circumstances you will not be offered a new tenancy.**

If at the time of the assessment, **the property you are occupying is no longer suitable for your housing need**, e.g. you are occupying a large family property and your household size has significantly reduced, **the new tenancy may be offered for a more suitable property**, instead of the existing property.

**Regardless of whether you remain eligible for public sector housing in terms of your income**, if you are known to have acquired significant assets which would allow you to meet your own housing need, e.g. you have inherited a property or a substantial sum of money, DOI Housing can also decide not to grant you a new tenancy.

**You should note that if the information you provide for the purpose of the Review of eligibility is found to be untrue or is deliberately or carelessly misleading, this could result in your tenancy not being renewed or terminated, and could also result in your prosecution under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.**

Where circumstances have changed, and **you no longer meet the eligibility criteria for public sector housing**, then subject to your particular circumstances and income, your tenancy will either;

- end in line with the original agreement term with no new tenancy granted and you will be expected to leave the property; or
- be replaced by a new fixed term tenancy, usually for a further five years, but you will be expected to pay more rent than you did before. You may also be expected to downsize if you no longer need the type of property you are currently occupying.

**Summary of circumstances where the Landlord would not grant a new tenancy or would offer a new tenancy on different terms.**

<b>YOUR* CHANGE OF CIRCUMSTANCE</b>	<b>LANDLORD ACTION</b>
<i>Your income (including your partner/spouse where applicable) significantly exceeds the income criteria for eligibility for public sector housing. This is where your income is now £60,000 or above.</i>	A new tenancy <b>will not</b> be offered on expiry and the <b>you will be expected to leave the property</b> (unless there are particular circumstances which may warrant you retaining the tenancy but this will be at the full market rental rate).
<i>You applied as a single person and now have a spouse/partner and your combined income significantly exceeds the income criteria for eligibility for public sector housing. This is where your income is now £60,000 or above.</i>	A new tenancy <b>will not</b> be offered on expiry and <b>you will be expected to leave the property</b> (unless there are particular circumstances which may warrant you retaining the tenancy but this will be at the full market rental rate).
<i>You (or your spouse/partner where applicable) have assets which would allow you to meet your own housing need e.g. you have inherited a property or substantial sum of money etc.</i>	A new tenancy <b>will not</b> be offered on expiry and <b>you will be expected to leave the property</b>

<i>You have a regular history during your previous two year tenancy of non-payment of rent or other serious tenancy breach such as anti-social behaviour</i>	A new tenancy <b>will not</b> be offered on expiry; and you will be expected to leave the property; or, <b>in exceptional circumstances</b> you <b>may</b> be offered a temporary 6 to 12 month 'licence to occupy' to allow you additional time to demonstrate that you can be a responsible tenant.
<i>Your income (including your partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing by less than 10%</i>	You <b>may</b> be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 60% of the market rent.
<i>You applied as a single person and you now have a spouse/partner and your combined income exceeds the income criteria for eligibility for public sector housing by less than 10%</i>	You <b>may</b> be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 60% of the market rent.
<i>Your income (including your partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing by more than 10% but is below £60,000</i>	You <b>may</b> be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 80% of the market rent. This is referred to as <b>mid rent</b>
<i>You applied as a single person and you now have a spouse/partner and your combined income exceeds the income criteria for eligibility for public sector housing by more than 10% but is below £60,000</i>	You <b>may</b> be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 80% of the market rent. This is referred to as <b>mid rent</b>
<i>The size of your household has changed</i>	Subject to your level of income, as above, you <b>may</b> be offered a new tenancy for a more suitable property e.g. you may be required to downsize.  <i>If the size of your household has changed and the Landlord requires you to downsize but a suitable property is not available at that time, you may be offered a temporary 'licence to occupy' agreement for 6 to 12 months until a suitable property is identified.</i>

## Do new tenants have the same terms and conditions as established tenants?

No, during the first 12 months that you first hold a public sector tenancy you **cannot**

- Exchange homes with any other tenant, or
- Take in lodgers

## What will you do if I do not keep to my tenancy agreement?

The term of your tenancy is set out in your tenancy agreement and is indicated by the start and end dates. If you break the terms and conditions of your tenancy, we will contact you and tell you what

you need to do to put things right. If you continue to break your tenancy conditions, we may take legal action to end your tenancy early.

This can lead to:

- Getting an injunction, which is a court order requiring you to stick to the terms of your tenancy. This is used mainly against tenants who cause unreasonable annoyance to others in the neighbourhood, such as by causing excessive noise, abuse, threats, violence, racial intimidation or harassment etc.
- Seeking to take back your home. In this case we will:
  - Warn you in writing that we plan to take legal action against you;
  - Serve you with a Notice to Quit or Notice before Forfeiture if you fail to rectify the issue or for example to pay your rent or cease the conduct which is in breach.
  - Apply to court for a Possession Order. If the court grants the order we can then seek a warrant for your eviction. This would mean that you would have to leave your home and would not be allowed back into your home.

When your tenancy is due to expire at the end of the five year term then, **regardless of whether you remain eligible for public sector housing, if you have a history during your tenancy of not paying your rent promptly or other major tenancy breaches such as anti-social behaviour then your tenancy will not be renewed.**

## **We will always give you every chance to put things right to avoid court action**

### **When can you ask for possession of my home?**

Your tenancy lasts for five years. The dates that your tenancy starts and finishes are clearly set out at the beginning of your tenancy agreement. Your tenancy ends on the date your tenancy agreement says that it does. **When your tenancy ends, DOI Housing does not have to grant you a new tenancy in accordance with its Access and Eligibility policy which is approved by Tynwald.**

If your tenancy is not renewed because you no longer qualify for public sector housing or because you have not complied with the conditions of your tenancy previously (i.e. by not paying the rent or breaching some other regulation of the tenancy agreement), then you will be required to leave the property and give back the keys on or before the date that your tenancy ends.

If you do not leave the property at the end of your tenancy or we want the property back for another reason, we will ask the court for an order for you to leave by a certain date. When we ask for possession of the property, we have to tell the court why we require you to leave the property.

- If this is because you no longer qualify for a tenancy agreement, then your agreement has expired and the policy means that the Commissioners will not grant another tenancy.
- If there is a breach of your tenancy agreement (see the list below), we have to prove to a court that you have broken the terms and conditions of your tenancy and/or that removing you from the property permanently is a reasonable action to take.
- In some circumstances, we may need to tell the court that both of these things have happened (i.e. that the tenancy has expired and cannot be renewed, and that you have committed a breach of the tenancy resulting in us asking for a possession order).

This legal process begins with a Notice to Quit (or Notice before Forfeiture) and ultimately will lead to us asking for a Possession Order (for us to take the property back) from the Court.

The following list provides some of the reasons why we could ask for a Possession Order.

1	IF YOU DO NOT PAY THE RENT
2	If you break any other condition of your tenancy agreement, this could include a refusal to vacate the property at the end of your tenancy.
3	If you, or anyone living with or visiting you, annoy or cause a nuisance to your neighbours
4	If the condition of your home has deteriorated through your neglect or activities
5	If you knowingly gave false information or withhold relevant information to get your home
6	If you are convicted for allowing your home to be used for immoral or illegal purposes

If you do any of the things listed above, we do not have to offer you another place to live if you are made homeless. In the cases below we must show that we have reasonable grounds for possession, and in these cases we would generally offer you a suitable alternative place to live for the remainder of the term of your tenancy.

7	If you refuse to leave your temporary home when building or modernisation work on your own home is completed
8	If your home is so overcrowded that you are breaking the law
9	If we want you to leave while we carry out major work on your home, which we cannot reasonably do while you live there
10	If your home has been designed or adapted for people with special needs, or for someone who is elderly or disabled, who are no longer living there and we need the home for someone who needs these facilities

**This is just a brief summary of the main reasons that we might apply for a possession order. If you receive a Notice to Quit or Notice before Forfeiture, you should get your own legal advice.**

We may also ask you to transfer from a large house to a smaller home if your family becomes smaller and we need these facilities for someone else and the terms of the policy require that you do so in co-operation with us.

## **What is the difference between a 'joint' and a 'sole' tenancy?**

You are a sole tenant if only one tenant is named on the tenancy agreement. If two or more people are named on the tenancy agreement then you have a joint tenancy. Joint tenants each have all the rights and responsibilities set out in the tenancy agreement – even if one leaves. If one joint tenant formally ends the tenancy the tenancy comes to an end, even if the other joint tenant/s did not know about it.

Generally, we will permit established couples to be joint tenants when they start their tenancy if they both qualify for housing. In exceptional circumstances we may consider joint tenancies with other close relatives, for example parent and child, brothers or sisters.

## **Can I add my spouse or partner or remove them from my tenancy?**

If your spouse or partner qualifies for housing on the Isle of Man then DOI Housing would normally allow them to be added to your tenancy. To have your spouse/partner added to your tenancy you must put your request in writing to the Housing Manager.

If your tenancy is held jointly with your spouse/partner you can request, in writing, that one of the tenants is removed from the tenancy but the tenant who is to be removed must also agree to this as they have equal rights to the tenancy. If there are rent arrears or other outstanding issues DOI Housing may refuse to amend the tenancy agreement until the arrears or issues have been resolved as both tenants have equal responsibility for them.

If you wish to change your tenancy to reflect joint or sole names, please put your request in writing to the Housing Manager.

### **Can I pass my tenancy to my partner, or to anyone else, when I die?**

When a tenant dies, DOI Housing may allow the tenancy to continue in the name of a surviving husband, wife, or partner, so long as they qualify for housing, where there is adequate evidence that the relationship is an established one and his or her main home is with the tenant at the time. This is known as 'succeeding' to the tenancy. However this will not apply if the tenancy has already passed in this way e.g. from a previous spouse or partner. Any person who believes that they have a right to a tenancy in these circumstances must contact us within three months of the death of their spouse or partner. Otherwise, we will allow a reasonable time for the property to be cleared and vacated, following the death of the tenant, as would be the case in any private sector rented or owned property.

### **Can I pass my tenancy to my partner, or to anyone else, at any other time?**

There are two other situations that may enable you to pass your tenancy on to someone else. Before you can do these you must get our permission in writing.

You can pass on your tenancy if:

- You exchange your home with someone else (with the permission of the Landlord/s and after the first year of tenancy)
- You have a court order ordering you to do so (as sometimes happens in divorce)

### **I am having relationship difficulties/getting divorced – what will happen to my tenancy?**

Only the courts can decide matters regarding separation, divorce and custody, and you should get legal advice about this. Nevertheless, your housing officer can advise you about both you and your partners housing rights, and things to consider regarding the tenancy.

#### **Separation**

If you and your partner propose to separate and you are both named on the joint tenancy, the partner leaving the property must give up their tenancy. If you do not do this, you will both remain liable for the rent and/or any other issues that may arise in respect of the property.

To surrender your tenancy you will need to write in to the Housing Manager. In order to have your name removed from the tenancy you will have to agree to pay at least half of any arrears that may be outstanding at that time. This is only a brief summary and if you are unsure as to your rights or obligations you must take legal advice.

## Am I allowed to sublet or take in lodgers?

Subletting is where you rent out your home to someone else. If you sublet your home you will have broken the terms of your tenancy agreement and we will take steps to take possession of your home. However, subject to certain conditions and provided that you have sufficient space, you are usually allowed to take in lodgers once you have been a tenant for 12 months or longer, but you must always get our written permission before you do so.

A lodger is considered to be any person other than a spouse/partner or dependent child/children who takes up residence at the address (over and above any reasonable temporary visit). This definition of lodger applies to adult children who may have originally been part of the household but have subsequently left home and have established their own household elsewhere prior to their return to the address, but does not include adult children who are away from home solely as a consequence of service in the Armed Forces or the Crown or full time education i.e. College or University.

A lodger charge is currently £xx.xx per week (this will increase every year in April and you will be informed of any increase), and this cost will be added to your rent for each lodger staying in your home.

You are allowed to have guests or visitors on a short term basis i.e. no longer than 4 weeks, and registration for TT Homestay may be permitted subject to our written consent **in advance** for each period of Homestay activity. **Please note, you must remain in occupation of your property during this activity.** That is, you may have a Homestay guest/s stay with you in your home (subject to our written permission) but **you cannot vacate the property and sublet your home in any circumstances.** This is a breach of your tenancy agreement.

## Appendix D: LETTER 2 – STANDARD WARNING (12 MONTHS)

Dear [Tenant name]

### Reminder: Expiry of Fixed Term Tenancy

When you entered into your Tenancy Agreement it was for fixed period of five years. We wish to advise you that your existing tenancy will expire in [month] 2019, as such we would like to inform you that we will be carrying out a review of your current circumstances approximately 6 months prior to your tenancy expiring.

To determine if you continue to meet the eligibility criteria for Public Sector Housing you will be required to complete a Review Form and as part of this review you will be required to provide certain information about your assets, liabilities, and income to confirm your eligibility. You should note it is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976 to make false representation or provide false information for the purposes of obtaining public sector housing.

The purpose of this letter is to remind you of the terms of your Tenancy Agreement and whilst you do not have to do anything now, you should be aware that when you are sent the Review Form, you should complete and return it as soon as possible. If you do not return the information this may result in you becoming ineligible for a new Tenancy Agreement without any further reference to you.

Depending on your household and financial circumstances at the time of the review, one of the following outcomes will be determined within 28 days of receipt of the Review Form:-

1. That you are eligible for an offer of a new Tenancy Agreement at the Property on the same terms;
2. That you are eligible for an offer of a new Tenancy Agreement at the Property, ~~but~~ subject to increased rent due to a change in your financial circumstances;
3. That you are not eligible for an offer of a new Tenancy Agreement in respect of the Property, because of a change in circumstances which mean that you are eligible to either downsize to a smaller property, or upsize to a larger property;
4. That you are not eligible for an offer of a new Tenancy Agreement at the Property ~~or~~ due to a change in circumstances as you no longer satisfy the eligibility criteria;
5. That you are not eligible for an offer of a new Tenancy Agreement at the Property or other property on the grounds of your tenancy history i.e. non-payment of rent, arrears, or antisocial behaviour, or other breach of the Tenancy Agreement, or failure to provide the completed Review Form and supporting evidence to the satisfaction of the Landlord.

If your tenancy is renewed, this will normally be for a further five year period. However it should be noted that your Landlord retains the right to grant a shorter, or amended, tenancy period, due to either poor compliance or change in circumstance in respect of your existing tenancy. In the event your tenancy is not renewed you will be expected to vacate your property in accordance with terms of the existing Tenancy Agreement.

If you would like to discuss this matter further, please do not hesitate to call this office on [redacted], to make an appointment with a Housing Officer.

## Appendix E: LETTER 3 – TENANCY REVIEW (6 months prior to expiry)

Dear [Tenant name]

Re: **TENANCY REVIEW**

**Property: [Property Address], Isle of Man (“the Property”)**

**Tenancy Agreement dated [ ] (“the Tenancy Agreement”)**

**Landlord: [Department/Local Authority] (“the Landlord”)**

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that the same was for a fixed term of five years.

### **Review of Tenancy**

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord’s housing stock. We enclose a Review Form requesting certain information about your assets, liabilities, and income, which you should complete and return within 28 days, together with supporting evidence where appropriate. You should note that if the information you provide is found to be deliberately careless or misleading or false it will prejudice the granting or retention of any tenancy, and may constitute an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

### **Result of Review**

As you will recall, the Tenancy Agreement was for a fixed period of five years, which period expires on [ ]. Following the review being carried out by the Landlord (which is subject to your completion and return of the Review Form), one of the following results will be determined, within 28 days of receipt of the Review Form:-

1. That you are eligible for an offer of a new Tenancy Agreement at the Property on the same terms;
2. That you are eligible for an offer of a new Tenancy Agreement at the Property but subject to increased rent due to a change in your financial circumstances;
3. That you are not eligible for an offer of a new Tenancy Agreement in respect of the Property, because of a change in circumstances which mean that you are eligible for either a smaller or larger property in the alternative;
4. That you are not eligible for an offer of a new Tenancy Agreement at the Property or at all due to a change in circumstances meaning that you no longer satisfy the eligibility criteria;
5. That you are not eligible for an offer of a new Tenancy Agreement at the Property or other property on the grounds of your tenancy history i.e. non-payment of rent, arrears, or anti-social behaviour, or other breach of the Tenancy Agreement, or failure to provide the Review Questionnaire and supporting evidence to the satisfaction of the Landlord.

**Note: If you do not return the Review Form, the Landlord may determine that you are ineligible for a new Tenancy Agreement without any further reference to you.**

### **New Tenancy Arrangements**

If you are eligible for a new Tenancy Agreement, the Landlord will send you a new offer of tenancy, including a new Tenancy Agreement, usually at least 3 months prior to the expiry of your existing Tenancy Agreement depending upon when you return your Review Questionnaire. If the new Tenancy Agreement has a change in terms (i.e. increased or decreased rent), this will be notified to you in a written notice accompanying the new Tenancy Agreement).

**Note: You must adhere to the requirements to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement.**

If you do not wish to accept the offer of the new Tenancy Agreement because you wish to make alternative housing arrangements, then you do not have to return anything to the Landlord but it would be helpful if you could indicate if you do not wish to take up the offer of tenancy so that it can be offered to another person on the waiting list as soon as possible.

### **Expiry of Tenancy Agreement**

If you are notified that your Tenancy Agreement will expire and will not be renewed, you are advised to make immediate arrangements to:-

1. Ensure that the Property is in good order and tenatable condition on expiry of the five year term;
2. Remove your belongings and tenant furniture from the Property in good time, or at the latest on the day of the expiry of the Tenancy Agreement;
3. Ensure that you have all keys to the Property to hand ready to deliver up to the Landlord on the day of expiry of the Tenancy Agreement.

You may also be contacted by the Landlord to arrange for inspection prior to the expiry of the Tenancy Agreement with a view to the Landlord carrying out works to the Property prior to re-letting the same, in accordance with the provisions of the Tenancy Agreement.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

Yours sincerely

**For and on behalf of the Landlord**

**Appendix F: Review Form**

**Braddan Parish Commissioners**

**Review Form**

Date:		Ref:	
-------	--	------	--

**Personal Details**

**Person 1:**

**Person 2 (Spouse or Partner):**

Name:		Name:	
Address:		Address:	
Date of Birth:		Date of Birth:	
Tel:		Tel:	

If any of the above details are incorrect, please amend or advise in the space below:

--

**WEEKLY INCOME: Please enclose:**

- 1. Last 3 payslips and/or benefit slips**
- 2. Previous two years of audited accounts or tax returns (if self-employed)**
- 3. Photographic ID (passport, driving licence or 60+ card).**

**Note: If we do not receive this information and the enclosures we cannot assess your eligibility for public sector housing and your fixed term tenancy will expire and will not be renewed.**

<b>Weekly Income</b>	<b>You</b>	<b>Your spouse/partner</b>	
Basic Wage			
Regular Overtime			
Pension (widows or retirement)			
Benefits (Social Security etc.)			
Other income ( <i>please specify</i> )			
<b>Savings</b>		<b>YES</b>	<b>NO</b>
Do you or your spouse/partner have savings in excess of £30,000?			
<i>(Savings includes shares, premium bonds, debentures, money on loan to another person or a trust fund, and also includes the proceeds of sale of property whether solely or jointly owned)</i>			
<b>Property Ownership</b>		<b>YES</b>	<b>NO</b>
Do you or your spouse/partner own or have a financial interest in a property or land?			
Address of property/land			
Current value of property/land	£		

**OTHER PERSONS REQUIRING HOUSING WITH YOU**

<b>Children (pre-school &amp; in full time education)</b>				
Surname	First Name	Date of Birth	Male/ Female	Relationship to you
<b>Any other person requiring housing with you</b>				
	Name:		Name:	
	Relationship:		Relationship:	
Basic Wage				
Regular Overtime				
Pensions				
Benefits				
Other Income				

*(Please specify the relationship e.g. son/daughter, relative, lodger, etc. and continue in a separate sheet if necessary)*

Do you or any member of your family suffer from a disability or medical condition or special need which necessitates a particular type of location or accommodation?	<b>YES</b>	<b>NO</b>

*If YES, please complete the Special Housing Needs Self-Assessment form available from the Housing Office – please ask.*

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THE DECLARATION**

Allocation of properties is undertaken using eligibility criteria common to all Housing Authorities on the Island. You must let us know of any significant change in your circumstances. Failure to do so may result in any offer of tenancy being withdrawn, or no offer being made.

**DECLARATION**

To the best of my/our knowledge and belief, the information provided in this form is correct and complete. I/we understand that if any information provided by me/us is found to be deliberately or carelessly misleading or false it will prejudice the granting or retention of any tenancy and may constitute an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

I/we have no objection to the Landlord making any necessary enquiries to check that any information contained within this document is correct.

I/we authorise the Assessor of Income Tax to disclose particulars of my/our income to the Landlord.

Signature		Date	
Second signatory if joint		Date	

Government Office  
Bucks Road  
DOUGLAS  
IM1 3TX

**Income Tax authorisation**

**To be completed by individual being reviewed**

Full name .....

Date of birth .....

Full name of Spouse/Partner .....

Date of birth .....

Address .....

.....

Tax reference no .....

.....

I hereby authorise you to approach the Income Tax Division for verification of my/our income.

Date ..... Signature .....

Signature .....

---

**TO BE COMPLETED BY BRADDAN PARISH COMMISSIONERS**

The above named person is being reviewed for eligibility for Public sector Housing and I should be grateful if you would provide me with the relevant details overleaf in respect of the persons Income Tax status.

Date..... Signature.....

**Braddan Commissioners' Housing**

TAX REF NO ..... NAME (s) .....

**1. Total Gross Income in year ended 5<sup>th</sup> April 20.....**

(including where relevant the gross income of his/her spouse/partner in the above year)

£

Applicant

£

Spouse/Partner

Date ..... Signature: .....

**Income Tax Division**

## Appendix G: First Time Buyer Information

### First Time Buyer Assistance – Shared Equity

The Department of Infrastructure can provide assistance to eligible First Time Buyers by providing a loan of up to 30% of the purchase price in exchange for a share of the property.



There are two Schemes providing this assistance in two ways:

**1) ‘First Home Fixed’** – this Scheme applies to new "approved" first time buyer and buy-back properties, which are on developments undertaken by the Department or private developers. These properties are allocated directly by the Department to applicants who are on the Register of First Time Buyers and are sold at a discounted price. Eligibility criteria for the ‘First Home Fixed’ Scheme focus on those on lower incomes who are most in need of assistance.

If you meet the criteria below and wish to be considered for “approved” first time buyer properties you must apply to the First Time Buyer Register (see contact details overleaf). The number of properties available for allocation through this route in any year is limited, and being on the Register does not guarantee you will be offered a property in the area of your choice.

Eligible Persons	Maximum Annual Income	Eligible Dwelling Type (Subject to need)	Maximum Purchase Price (Discounted)
Single Persons	£30,000	Apartment 2 bedroom house	Up to £140,000 Up to £150,000
Couples - no children	£40,000	Apartment 2 bedroom house	Up to £140,000 Up to £150,000
Single or couple with 1 or more children	£50,000	2 or 3 bedroom house	Up to £160,000

‘Approved’ properties are sold at a discounted rate below their market value. The Department’s equity share will include half of the difference between the market rate of the property at the time of purchase and the discounted purchase price paid by you.

The value of the property will be fixed at the purchase price for five years and if sold within this period it must first be offered back to the Department at this fixed price. However, after five years the property can be sold on the open market at the current market rate, provided that you repay the Department’s Equity Share and any outstanding interest.

2) **‘First Home Choice’** – this Scheme applies to properties purchased on the open market, and allows higher levels of income and purchase prices to enable greater flexibility in purchasing properties on the Open Market.

Eligible Persons	Maximum Annual Income	Eligible Dwelling Type (Subject to need)	Maximum Purchase Price
Single Persons	£35,000	Apartments 2 bedroom house	Up to £165,000
Couples - no children	£55,000	Apartments 2 or 3 bedroom house	Up to £175,000
Single or couple with 1 or more children	£60,000	2, 3 or 4 bedroom house	Up to £190,000

Under this Scheme the purchaser finds a property of their choice via an estate agent. The purchase price in the eligibility criteria relates to the actual purchase price paid which may be lower than the price the property is on the market for, and so allows some room for negotiation with the vendor. Properties bought under this Scheme can be sold at any time provided that you repay the Department’s equity share and any interest due.

### General terms and conditions

**Access to the Schemes is subject to residency qualification** of 5 years, and the applicant must be a current resident at time of application. **Applicants must not have owned a property before, on Island or anywhere else.**

Applicants are **required to provide a minimum deposit of 5% of the purchase price**, as a condition of the Department providing assistance.

**The property must be your home** – you cannot live elsewhere or rent the property out whilst the Department’s assistance is still outstanding.

The assistance provided under both the Schemes is in the form of an equity loan, to a maximum of 30% of the purchase price, with which the Department purchases an equity share of the property.

The loan is held as a legal charge against the property for the lifetime of your ownership of the property. The loan is interest free for the first 2 years after which interest becomes payable every year at an initial rate of 1%, increasing each subsequent year by 1% to a maximum equivalent to Bank of England Base Rate plus 5% (whichever is the lowest).

Subject to certain terms and conditions you can buy out the Department’s equity share in total or in part, after 5 years in the case of the First Home Fixed Scheme, and at any time for purchases made under the open market First Home Choice Scheme.

The purchase of a home is a major decision and is likely to require your largest ever financial commitment. Buying a property involves not just monthly mortgage and interest repayments, but also rates, insurance, repairs. **Before considering home ownership you should seek advice from a professional mortgage/financial adviser.**

The information provided above is for guidance purposes only and is not intended to offer a full interpretation of the Shared Equity Purchase Assistance (First Home Choice) Scheme 2014 & Shared Equity Purchase Assistance (First Home Fixed) Scheme 2014 (as amended).

If you are interested in either Scheme and would like more information, please contact the Customer Service Team on Tel. 685955 or visit the website [www.gov.im/categories/home-and-neighbourhood/affordable-housing/first-time-buyers/](http://www.gov.im/categories/home-and-neighbourhood/affordable-housing/first-time-buyers/)

## Appendix H: LETTER 4 – (Option 1) GRANT OF NEW TENANCY FOLLOWING REVIEW

Date

Name(s) and Address

Dear [ ]

Re: **OFFER OF NEW TENANCY**

**Property: [Property address], Isle of Man (“the Property”)**

**Tenancy Agreement dated [ ] (“the Tenancy Agreement”)**

**Landlord: [Department/Commissioners] (“the Landlord”)**

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that this was for the fixed term of five years. **Your existing Tenancy Agreement will expire on [ ]**.

### **Review of Tenancy**

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord’s housing stock. Following a review of your circumstances, we confirm that you are eligible for an offer of a new Tenancy at the Property on the same terms.

### **Offer of Tenancy**

We enclose two copies of your new Tenancy Agreement with this letter. Should you wish to accept the tenancy of the Property which is strictly subject to the acceptance of the terms of the tenancy set out in the Tenancy Agreement, you must do the following:-

1. Sign one copy of the Tenancy Agreement and return it by post or hand delivery to the Landlord at the above address;
2. Contact the Landlord to arrange payment of rent in accordance with the Landlord’s preferred method/s of payment.

**Note: You must adhere to the requirements in this letter to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement as set out in this letter.**

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

### **Terms and Conditions**

We draw your attention specifically to the term of the new Tenancy Agreement which is for a fixed period of five years. This is subject to notice which can be given by either party in certain

circumstances. The other terms of the Tenancy are set out in the Tenancy Agreement which you should familiarise yourself with. By signature and return of the Tenancy Agreement and/or by taking up occupation of the Property you will be deemed to have accepted the Terms and Conditions of the Tenancy.

The Tenant Handbook which is available from the Housing Office sets out the Landlord's policy with regard to the grant of all tenancies with further guidance. This includes the requirement to review your circumstances, in order for the Landlord to determine whether you will be eligible for a grant of a new tenancy either on the same terms, or different terms dependent upon your circumstances.

### **Termination of Tenancy Agreement**

Please note that in certain circumstances a new tenancy may not be offered following expiry of the five year term of the Tenancy Agreement. The Tenant Handbook also covers the criteria you must fulfil in order to remain eligible for an offer of a new tenancy, and the requirement to provide the Landlord with the information they require to complete any review.

The Landlord will contact you by letter not usually less than 6 months prior to the expiry of your Tenancy Agreement to remind you of the expiry date, and any new grant of tenancy or review of circumstances, details of which are also included in the Tenant Handbook.

**Please note: The Tenancy Agreement will expire at the end of five years. If no new tenancy is agreed, or if you fail to return the relevant forms for review of your circumstances, you will be required to have made arrangements to vacate the Property on that date.**

### **Acceptance of the Tenancy Agreement**

As requested above, please sign and return the Tenancy Agreement to the Landlord with confirmation of your arrangements to pay the rent from the first date of the Tenancy Agreement (if different).

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

**We would ask you to note that the Property will not be allocated to you to occupy following the expiry of your existing Tenancy Agreement, unless and until the new Tenancy Agreement has been signed and returned and rent payment arrangements have been made or confirmed with the Landlord. If under any circumstances occupation continues, the terms of the Tenancy Agreement enclosed will apply from the date of expiry of the former Tenancy Agreement and will be deemed to have been accepted.**

Yours sincerely

**For and on behalf of the Landlord**

**Appendix I: LETTER 5 – (Option 2) GRANT OF NEW TENANCY FOLLOWING REVIEW ON NEW TERMS (including Offer Letter)**

Date

Name(s) and Address

Dear [Tenant Name]

**Re: OFFER OF NEW TENANCY ON NEW TERMS**

**Property: [Property Address], Isle of Man (“the Property”)**

**Tenancy Agreement dated [ ] (“the Tenancy Agreement”)**

**Landlord: [Department/Commissioners] (“the Landlord”)**

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that this was for the fixed term of five years. **Your existing Tenancy Agreement will expire on [ ]**.

**Review of Tenancy**

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord’s housing stock. Following a review of your circumstances, we confirm that you are eligible for an offer of a new Tenancy subject to a variation of those terms.

You are eligible for an offer of a new Tenancy subject to:

[ ] A change of property to [address of new property] which is suitable for your housing needs as identified in the review; [and]

[ ] a change in the rent to be paid, either due to a change of property, or change in financial circumstances.

An Offer Letter is enclosed with this letter in respect of a New Tenancy Agreement. Please note:-

[ ] This Tenancy Agreement is a new Tenancy Agreement for a fixed term of five years on terms otherwise identical to the prior Tenancy Agreement. The rent payable will be [ ] per week.

[ ] This Tenancy Agreement is a new Tenancy Agreement for a fixed term of five years which is offered in respect of a property more suitable for your needs, namely [*insert address*]. If you do not wish to enter into a tenancy of this property, you should make arrangements to vacate your existing Property in line with the terms of your current Tenancy Agreement as previously advised. If you do wish to accept the offer of the new property, please carry out the instructions in the attached letter and contact the Landlord to arrange a mutually convenient

time and date to transfer from your existing property to the new property. **Please note: This date must be on or before the expiry of your existing tenancy.**

**Note: You must adhere to the requirements to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement as set out in the offer letter.**

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

Yours sincerely

**For and on behalf of the Landlord**

**Enc. Offer Letter**

-----

**Offer Letter**

Date

Name(s) and Address

Dear [ ]

Re: **OFFER OF NEW TENANCY**

**Property: [Property address], Isle of Man ("the Property")**

**Tenancy Agreement dated [ ] ("the Tenancy Agreement")**

**Landlord: [Department/Commissioners] ("the Landlord")**

**Offer of Tenancy**

We enclose two copies of your new Tenancy Agreement with this letter. Should you wish to accept the tenancy of the Property which is strictly subject to the acceptance of the terms of the tenancy set out in the Tenancy Agreement, you must do the following:-

1. Sign one copy of the Tenancy Agreement and return it by post or hand delivery to the Landlord at the above address;
2. Contact the Landlord to arrange payment of rent in accordance with the Landlord's preferred method/s of payment.

**Note: You must adhere to the requirements in this letter to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement as set out in this letter.**

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

### **Terms and Conditions**

We draw your attention specifically to the term of the new Tenancy Agreement which is for a fixed period of five years. This is subject to notice which can be given by either party in certain circumstances. The other terms of the Tenancy are set out in the Tenancy Agreement which you should familiarise yourself with. By signature and return of the Tenancy Agreement and/or by taking up occupation of the Property you will be deemed to have accepted the Terms and Conditions of the Tenancy.

The Tenant Handbook which is available from the Housing Office sets out the Landlord's policy with regard to the grant of all tenancies with further guidance. This includes the requirement to review your circumstances, in order for the Landlord to determine whether you will be eligible for a grant of a new tenancy either on the same terms, or different terms dependent upon your circumstances.

### **Termination of Tenancy Agreement**

Please note that in certain circumstances a new tenancy may not be offered following expiry of the five year term of the Tenancy Agreement. The Tenant Handbook also covers the criteria you must fulfil in order to remain eligible for an offer of a new tenancy, and the requirement to provide the Landlord with the information they require to complete any review.

The Landlord will contact you by letter not usually less than 6 months prior to the expiry of your Tenancy Agreement to remind you of the expiry date, and any new grant of tenancy or review of circumstances, details of which are also included in the Tenant Handbook.

**Please note: The Tenancy Agreement will expire at the end of five years. If no new tenancy is agreed, or if you fail to return the relevant forms for review of your circumstances, you will be required to have made arrangements to vacate the Property on that date.**

### **Acceptance of the Tenancy Agreement**

As requested above, please sign and return the Tenancy Agreement to the Landlord with confirmation of your arrangements to pay the rent from the first date of the Tenancy Agreement (if different).

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

**We would ask you to note that the Property will not be allocated to you to occupy following the expiry of your existing Tenancy Agreement, unless and until the new Tenancy Agreement has been signed and returned and rent payment arrangements have been made or confirmed with the Landlord. If under any circumstances occupation continues, the terms of the Tenancy Agreement enclosed will apply from the date of expiry of the former Tenancy Agreement and will be deemed to have been accepted.**

Yours sincerely

**For and on behalf of the Landlord**

**Appendix J: LETTER 6 – (Option 3) TERMINATION OF TENANCY FOLLOWING REVIEW AND NO RE-GRANT OR RENEWAL**

Date

Name(s) and Address

Dear [Tenant Name]

**Re: EXPIRY OF TENANCY**

**Property: [Property Address], Isle of Man (“the Property”)**

**Tenancy Agreement dated [ ] (“the Tenancy Agreement”)**

**Landlord: [Department/Commissioners] (“the Landlord”)**

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that this was for the fixed term of five years. **Your existing Tenancy Agreement will expire on [ ]**.

**Review of Tenancy**

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord’s housing stock. Following a review of your circumstances, we confirm that you are **not eligible** for an offer of a new Tenancy at the Property.

You are not eligible for an offer of a new Tenancy at the Property due to [a change in circumstances (financial or otherwise) meaning that you no longer satisfy the eligibility criteria] [and] [the grounds of your tenancy history, namely [non-payment of rent/anti-social behaviour/other breach of the Tenancy Agreement/bye law breach].

We have previously confirmed to you that upon the end date of the tenancy agreement, the agreement will automatically expire. As you are not eligible for the grant of any new tenancy, and in line with the previous offer, tenancy agreement, policy, handbook and prior correspondence, you are advised to make immediate arrangements to:

1. Ensure that the Property is in good order and tenantable condition in accordance with your tenancy agreement;
2. Remove your belongings and furniture from the Property in good time, or at the latest by 12 noon on the [ ] being the date of expiry of the Tenancy Agreement;
3. Ensure that you have all keys to the Property to hand ready to deliver up to the Landlord on the date you vacate the Property.

As with previous reminders, you may also be contacted by the Landlord to arrange for inspection prior to the expiry of the Tenancy Agreement with a view to the Landlord carrying out works to the Property prior to re-letting the same, in accordance with the provisions of the Tenancy Agreement. If you have any queries or difficulties in vacating the Property, please contact the Landlord urgently to advise.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

Yours sincerely

**For and on behalf of the Landlord**