

Property

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The above property is held by a charity that is an exempt charity.

This agreement contains the conditions of your tenancy. You should read it carefully. If you do not understand this agreement or anything in it, you should ask somebody to explain it to you before you sign it. You could ask a solicitor, citizens advice bureau or an advice centre.

Assured Tenancy Agreement



business for neighbourhoods



INVESTOR IN PEOPLE

Whitefriars Housing a charitable, industrial and provident society

Assured Tenancy Agreement

This agreement

This document is an assured non-shorthold tenancy agreement under the Housing Act 1988. It runs from week to week. The agreement is between you and us. This is an important document. It sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.

We will explain it to you when you sign for your tenancy. You should read it before you sign it. If there is anything that you do not understand, please ask us. You can also get help from a solicitor, citizens' advice bureau or an advice centre.

Your responsibilities

If you do not meet your responsibilities under this agreement we may:

- take legal action against you, including action to end your tenancy; and
- charge you for any loss we suffer.

If we take legal action against you, we will ask the court to order you to pay our costs, including legal and administration costs along with VAT. We may also refuse or suspend a future application you make for a tenancy.

Our responsibilities

If we do not meet our responsibilities under this agreement, you should first complain to us in writing, giving details of what we have done wrong or have failed to do. If we fail to deal with your complaint or, in your view, we continue to fail to meet our responsibilities, you can get advice from a solicitor, advice centre or citizens advice bureau on what your legal rights are. You can also complain to the Housing Ombudsman Service at the following address.

Housing Ombudsman Service
81 Aldwych
London
WC2B 4HN

We must keep to any guidance the Housing Corporation issues on managing housing. The Housing Corporation's 'Charter for housing association applicants and residents' applies to this tenancy. You should have been given a copy of that charter with this agreement.

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Section A

Rent and Other Charges



A1 Your rent and other charges

You must pay the rent and all other charges every Monday unless it is a rent-free week. We will give you four rent-free weeks each year, unless you owe us rent. Each year, we will let you know which weeks are the rent-free weeks for that year.

If you want to pay your rent less often than each week, you must pay your rent for the period of time to come. For example, if you pay your rent every month, you must pay for the month to come.

A2 Household bills

You must pay all bills that apply to your home, including council tax, service charges, water charges, gas, electricity and any other costs (whether metered or not) you are responsible for.

A3 Changes in rent and other charges

We may increase your rent on the first Monday in April each year. We must give you at least four weeks' notice in writing of the new rent. The new rent must not be more than the amount the Rent Assessment Committee would have set if it had the authority to consider rent

increases under this tenancy agreement. However, to avoid any doubt, this clause does not give the Rent Assessment Committee the right to make decisions about your rent.

A4 Service charge

We will charge you for the services we provide. We will work this out based on:

- o the reasonable costs we have paid during previous years; or
- o estimates for what we will spend in the years to come.

We may change, add to or cancel any of the services we offer you as long as we consult you first.

We may set up a sinking fund to cover any unusually large cost we expect to come up in the next few years which the service charge account would normally pay for. If we set up a sinking fund, we will provide a statement each year showing:

- o the services the sinking fund pays for;
- o how much you have to pay towards the fund; and
- o how much we have in the fund.

A5 Housing Benefit

You may be entitled to Housing Benefit to meet the costs of your rent and any service charges or other charges you have to pay us. If you give permission to the relevant authority to pay Housing Benefit direct to us, we will add the amount of benefit we receive to your rent account when we receive it.

If you receive Housing Benefit and your circumstances change, you are responsible for telling the Housing Benefit department straight away. If you do not, you will be responsible for paying back any amount you have been overpaid or for covering any shortfall in your benefit.

A6 Supported housing

If your home is classed as 'supported housing', we will tell you this before you accept the tenancy. If you no longer need the support, we may ask the court to bring your tenancy to an end or provide you with other suitable accommodation.

A7 Missed payments and payments you have already made

When this agreement starts, if you have paid any money beforehand that relates to your home, we will credit this to your rent or service charge account. If you owe us rent or other charges, we will take this from your account.

If you leave your home to move into another home we own, we will have the right to use all payments you make to pay off any amounts you owe us under the tenancy you are leaving. If you have paid too much, we will add this to your account for your new tenancy.

A8 Other changes to this agreement

Apart from conditions that relate to your rent, service charge and other charges, we can only change the conditions of this agreement if:

- o you give us permission in writing; or
- o we consult you in line with our consultation process set out below.

If we consult you about a change, we will write to you setting out the change we want to make and the effect it would have on you.

We will then give you a reasonable amount of time, usually 28 days, to comment on the change and the effect it would have on you.

We will consider your comments and any comments made on your behalf.

We will give you our responses to your comments in writing and give you time to make further comments.

We will consider any further comments you have made.

Once we have considered all your comments, we will decide whether or not to change the conditions of your tenancy agreement. If we do decide to make the change, we will:

- o give you notice;
- o tell you why we made this decision;
- o give you information about the change and the effect it will have on you; and
- o tell you the date of the change.

We will make the change to your tenancy agreement on the date we have told you, unless you write to us before that date to tell us:

- o you want to end your tenancy on or before the date the change will take place; and
- o the date your tenancy will end.

Section B

Repairs and Improvements



B1 Repairs we are responsible for

We are responsible for maintaining the following.

- The structure and outside of your home including:
 - the roof;
 - outside walls;
 - outside doors;
 - floors;
 - window frames;
 - window sills;
 - drains, gutters and outside pipes; and
 - chimneys and chimney stacks (but we are not responsible for sweeping the chimneys).
- The inside walls, floors and ceilings, major plasterwork, skirting boards, doors and door frames (but we are not responsible for painting and decorating).
- Kitchen and bathroom fittings we have installed.
- Fixtures and fittings we have provided for water, gas, electricity, heating for rooms and water heating, including basins, sinks, baths and toilets.
- Any shared areas including shared entrance halls, door-entry systems, stairways, lifts, passageways and rubbish chutes, including any electrical wiring in those areas.
- Boundary walls and fences that we put up either before or after your tenancy started.
- Pathways (but not patio areas), steps and ramps leading to your home, if we provided them.
- Garages and outbuildings if we provided them.
- Maintaining and decorating the outside of your home and the shared areas when we think it is necessary.

We will carry out repairs within reasonable timescales.

B2 Specification of fixtures or fittings

We may, from time to time, provide fixtures or fittings that have different features to those provided. If any of these things need repairing or replacing in the future, we may remove them and replace them with something that meets our standard features.

We do not have a responsibility to replace lost, damaged or faulty fixtures or fittings or to replace them with fixtures or fittings of the same kind.

B3 Telling us about repairs we are responsible for

If you know about any repair or fault we are responsible for in your home or the shared areas, you must tell us as soon as you reasonably can.

B4 Criminal damage by other people

If anybody you are not responsible for under this agreement damages your home or our fixtures, fittings, furniture or belongings, you must tell the police and us straight away. If you do not do this, you may have to repair the damage or pay our costs of repairing it.

B5 Allowing us into your home

As long as we give you notice, you must allow our employees, contractors or anyone acting on our behalf into your home at reasonable hours of the day to carry out inspections or repairs to your home, a neighbouring property or shared areas. We will normally give you at least 24 hours' notice that we will be calling, unless it is an emergency repair.

You must allow our staff, agents or contractors into your home to carry out yearly checks on any appliances we own (for example, gas appliances).

If there is an emergency and we cannot get into your home, we may have to force our way in.

If we have to take legal action to enforce our right to enter your home, we will ask the court to order that you pay our legal costs.

If we cannot reasonably carry out necessary work to your home (whether this is repairs or improvements) with you and your household still in the property, you may have to move to temporary accommodation for as long as it takes to carry out the work. We will tell you when the work is finished, at which point you will have to move back into the property.

B6 Repairs you are responsible for

You are responsible for the following.

- Replacing lost, stolen or damaged keys or fobs
- Glass
- Cleaning windows
- Decorating the inside of your home
- Any damage you (or people living with you or visiting you or your pets) cause deliberately, by accident, by misusing your home or by being careless
- Maintaining your garden, including trees, hedges and fences
- Repairing and maintaining fixtures, fittings and appliances you have provided
- Cleaning chimneys
- TV aerials and satellite dishes (except for systems which are provided for more than one household to use)

You must carry out small repairs to your home, such as:

- o repairing small cracks in, or damage to, plasterwork;
- o repairing and replacing toilet seats;
- o replacing doorbells, light bulbs, fluorescent tubes and starters;
- o replacing batteries for smoke alarms or carbon-monoxide detectors;
- o repairing or replacing clothes posts, lines and props;
- o replacing plugs and chains to sinks and baths;
- o repairing any damage caused while fitting your appliances;
- o altering doors;
- o tightening screws or other fasteners to items such as door handles, toilet seats and gate fasteners;
- o clearing rubbish from your garden; and
- o treating insects and pests, such as ants and mice.

We may decide to leave things in your home that are different from or more than what we provide as standard. You can find a list of these things, if there are any, in schedule 2 of this agreement. These things may have different features from our standard ones. If you agree to keep them, you are responsible for maintaining these once you move into your home.

B7 Insurance

We will not insure the contents of your home. You should insure:

- your personal belongings, including decorations;
- our fixtures, fittings, furniture and belongings against accidental damage; and

- yourself against any responsibility you may have to neighbours or other people.

B8 Smoke alarms, and carbon-monoxide detectors

If you have any smoke alarms or carbon-monoxide detectors, you must test these every month. If any of these run on batteries, you must replace the batteries when necessary.

B9 Decorating inside your home

You must maintain the standard of the decoration inside your home to at least the condition it was in when you moved in, or after you decorated if we gave you a decoration allowance or other help.

B10 Responsibility for damaged or missing items

You are responsible for repairs that are necessary because you (or people living with or visiting you, or your pets) have neglected, misused or damaged any part of your home (including our fixtures, fittings and furniture) or the shared areas. You are not responsible for repairs needed because of fair wear and tear.

You will normally have to arrange and pay for repairing any damage. We may agree to carry out the work if you pay us our reasonable costs first, including legal and administration costs along with VAT.

In exceptional circumstances (for example, if damage puts anybody's health and safety at risk or if your home is not secure), we may carry out the necessary work and charge you our

reasonable costs, including administration costs along with VAT.

You (and people living with or visiting you) must not damage, sell, lend, remove or get rid of any of our fixtures, fittings, furniture and so on from your home.

If we (or the police or any other agency) damage your home, our fixtures, fittings, furniture or belongings or the shared areas because we needed to get into your home because of something you (or someone living with you or visiting you) have done, you must arrange for the damage to be repaired as soon as possible.

B11 Improvements

Apart from small improvements (for example, putting up coat hooks or shelves), you are not allowed to change or add to your home without getting our permission in writing (and building regulations approval and planning permission if appropriate) first. For example, you must get our permission if you want to:

- o change the layout of any part of your home (such as removing part of a wall or chimney breast);
- o add a conservatory;
- o add to or make any changes to the equipment and systems relating to your gas, electricity and water supplies and drainage;
- o put up a wireless or TV aerial, satellite dish or similar equipment;
- o replace kitchen or bathroom fittings;
- o lay wood or laminate flooring;

- o make major changes to your garden (for example, carrying out an excavation, adding a pond, patio or a hardstanding); and
- o cut down any trees or remove any walls or hedges.

If you carry out any work without our permission, we may:

- o tell you to put right any damage;
- o ask you to put your home back to the condition it was in before you did the work; or
- o carry out the work needed and charge you the full cost.

B12 The Right to Repair Scheme

Under the Right to Repair Scheme, you may be entitled to compensation from us if we do not do certain repairs when we say we will.

B13 Right to compensation

You may be entitled to compensation at the end of your tenancy for improvements that you have carried out to your home with our permission. We will pay you compensation as set out in law.

Section C

Living in and using your home



C1 Living in your home

We will let you move into your home at the start of your tenancy.

We will not enter your home unless we need to (see paragraph B5) or you have broken the conditions of this agreement.

C2 Moving in

You must move into your home at the start of the tenancy.

You must not sell, give away or transfer your home.

You must not sublet any part of your home (rent it out to somebody else) unless you get our permission in writing first.

C3 Lodgers

You must not take in any lodger unless you get our permission in writing first.

C4 Overcrowding

You must not allow your home to become overcrowded.

Your home is overcrowded if the number of people living at your home means a male and female over 12 years old (unless they are adults living together as partners) will have to share the same room.

C5 Using your home

You must use your home as your only or main home. You must not use it for any business unless you get our permission in writing first.

You must get our permission before you display any notice or sign which can be seen from outside your home and which advertises any profession, trade or business or any goods or services.

If you have a joint tenancy, at least one of you must live in your home as your (or their) only or main home.

You must not use or keep any dangerous goods (or goods that catch fire easily, including paraffin or bottled gas) in your home or the shared areas, apart from goods needed for general household use.

With your neighbours, you must keep any shared areas and gardens clean and tidy and free from rubbish and obstructions.

You must use any shared facilities for the things they are designed for and make sure you do not damage them or cause harm to other people when they use them.

C6 Animals and pets

You must not keep any animal at the property which we feel is unsuitable. Your housing office will tell you whether an animal is unsuitable.

If you keep any animal or pet in your home, you must keep it under control at all times so that it does not annoy (and is not likely to annoy) other people in the local area, any of our tenants, agents, employees or contractors, or anyone else acting on our behalf.

You must not keep any dog which is or could be dangerous, or any animal covered by the terms of the Dangerous Wild Animals Act 1976.

C7 Gardens

You must not allow your garden to become a nuisance or an annoyance to other people living or working in the local area. You must maintain any trees, hedges and shrubs and not allow them to grow above a reasonable height or block any footpath.

You must keep your garden free from rubbish, abandoned household items and

appliances, unroadworthy and untaxed vehicles and items such as vehicle parts, including tyres.

C8 House rules (if this applies)

If you are living in supported housing (such as a sheltered-housing scheme) and house rules apply to where you live, these are for the benefit of everyone living with you and you must follow the rules at all times.

You will be given copies of the house rules, if they apply to you, when you sign this agreement.

We may change the house rules from time to time. We will discuss any new house rules with you before they are introduced and take reasonable account of your views.

We will fix an up-to-date copy to the noticeboard in your home.

These house rules form part of this agreement. If you break them, we may take action through the courts against you to enforce them or to force you to leave.

C9 Being away from your home

If you expect to be away from your home for more than a month, you must tell us in writing and beforehand if possible. In case there is an emergency, please give us your contact details and details of someone else who can act on your behalf.

Section D

How you should behave under your tenancy



D1 Nuisance and antisocial behaviour

We will not accept behaviour which annoys (or is likely to annoy or upset) other people. This behaviour includes:

- o too much noise, such as loud music, which can be heard outside your home and which may disturb other people;
- o violence, or threatening violence, towards anyone;
- o harassment, intimidation and abuse;
- o damage to property;
- o keeping or using illegal drugs, either for yourself or to give or sell to somebody else;
- o keeping dangerous items (such as chemicals, gases, fuels and poisons) at your home (other than reasonable amounts of these kinds of items needed for normal domestic purposes);
- o interfering with any property that belongs to a gas, electricity, water or phone company or a supplier of other similar services;

- o using your home to carry out illegal or immoral activities;
- o breaking safety rules, such as allowing people who do not have permission to enter through security doors;
- o making false complaints about:
 - anybody else in the local area or in your home; or
 - any of our tenants, agents, employees, or contractors or anyone acting on our behalf; and
- o displaying any notice, sign or advertisement in or on your home that causes or is likely to cause offence.

You are responsible for the behaviour of every person (including children) living in or visiting your home. You are also responsible for the behaviour of your pets. You are responsible for them in your home, in shared areas and in the local area your home is in.

You, anyone living with or visiting you, or your pets must not:

- annoy, disturb, frighten, injure or offend:
 - other people in the area your home is in; or
 - our tenants, agents, employees, contractors or anyone acting on our behalf; or
- behave in a way that is likely to do so.

You, anyone living with you, or your visitors must not:

- use your home, or allow it to be used, for illegal or immoral purposes;
- use or threaten violence towards anyone else living in your home or towards anyone else living or working in or visiting the local area; or
- do anything which may break current building regulations, planning regulations or planning permission.

We may take action to end your tenancy and force you to leave your home if you (or anyone living with you, or your visitors) are convicted of a crime committed at your home or in the local area.

D2 Health and safety

The health and safety of all tenants, visitors, agents, employees, contractors and anyone acting on our behalf is extremely important. We will not accept any violent or aggressive behaviour towards these people.

If you act in a way that puts or is likely to put their health and safety in danger, we may take legal action through the courts to stop you doing this or support other agencies to take that action.

D3 Noise

You, anyone living with or visiting you, or your pets must not create a noise that disturbs, or is likely to disturb, other people in the local area.

D4 Harassment

You, or anyone living with or visiting you, must not harass anybody because of their race, colour, religion, age, lifestyle, sex, sexuality or disability. This includes intimidating, or doing anything that is likely to offend:

- other people in the local area;
- any of our tenants, agents, employees or contractors; or
- anyone acting on our behalf.

D5 Domestic violence and abuse

You, or anyone living with or visiting you, must not use or threaten violence towards anyone else living in your home

D6 Roads, vehicle access and parking

You, and anyone living with you or visiting you, must not do any of the following on land that belongs to us.

- Block local roads and other access for vehicles
- Park untaxed or unroadworthy vehicles in parking spaces or on roads, or block these areas with anything else
- Use driveways, shared areas or car parks to carry out repairs to vehicles or do any work that annoys or is likely to annoy anyone in the local area
- Park any vehicles at your home, apart from on a hardstanding area with a lowered kerb or access road

- o Park in any space set aside for disabled people, unless you are a registered disabled person and display a valid disability-parking permit
- o Park or keep a caravan, boat, trailer or high-sided or large vehicle at your home or within the local area if it is likely to cause a nuisance or annoy other people
- o Park in any other space reserved for anyone else, unless they have given you their permission beforehand

D7 Smoking

You must not smoke in shared areas inside the building.

Section E

Consultation and information



E1 Consulting you

We will ask your views about any of our plans that have a major effect on you.

E2 Information

If you ask, we will give you information about our policies including the following.

- o Antisocial behaviour and managing your estate
- o Customer involvement
- o Equality and diversity
- o Repairs we are responsible for and the timescales for carrying them out
- o Complaints and compensation
- o Lettings
- o Collecting rent and money we are owed

E3 Data protection and seeing information we hold about you

We will keep to the Data Protection Act 1998. If you pay our reasonable fee, we will allow you to see personal information about you that you are entitled to look at. We will allow you to see other personal information we hold about you (or people who live with you) that relates to your tenancy. However, we cannot let you see confidential information that somebody else has given us. We will allow you to correct any information that is wrong and we will keep a record in writing if you disagree with any of the information we have about you.

Section F

Other tenants' rights



F1 Right to exchange

If you get our permission in writing, you can swap your home with another tenant of ours or another registered social landlord or local authority, as long as you meet our reasonable conditions and any other landlord involved gives their permission in writing. We will not unreasonably delay or refuse giving you our permission.

F2 Passing on your tenancy to your partner if you die

When you die (as long as you did not inherit your tenancy from somebody else), your tenancy will automatically pass to your husband, wife, civil partner or person living with you as your partner (including a same-sex partner) if that person lives in your home as their only or main home when you die.

F3 Passing on your tenancy to a member of your family

When you die (as long as you did not inherit your tenancy from somebody

else), if there is nobody who your tenancy would pass to automatically under condition F2, we will allow a member of your family to take over your tenancy if they meet the qualifying conditions set out in law.

If more than one person has a claim to take over your tenancy, and they cannot agree whose claim we should consider, we will choose who to give your tenancy to.

F4 Preserved Right to Buy

If your tenancy transferred to us from Coventry City Council in September 2000 and you have been our tenant continuously since that time, you may have the right to buy your home (depending on certain conditions).

We can tell you what those conditions are and whether you meet them or not. Or, you can get advice from a solicitor, an advice centre or a citizens advice bureau.

Section G

Ending your tenancy and leaving your home



G1 Ending this agreement

We may end this agreement for any of the reasons listed in schedule 2 to the Housing Act 1988. We do this by asking the court to give us an order to force you to leave your home. We will normally give you notice in writing that we are planning to do this, but we can ask the court for permission to not give notice or to reduce the amount of notice needed if appropriate.

If you stop using your home as your only or main home, your tenancy will no longer be an assured tenancy and we may end it by giving you four weeks' notice in writing.

G2 Ending the tenancy

If you want to end your tenancy, you must give us at least four weeks' notice in writing. The notice must end on a Sunday.

You must move out of your home and return all your keys to us on or before the date that your notice ends. If you return the keys after this time, you must pay any losses we suffer as a result (such as loss of rent). If we have to fit new locks and keys, we will charge you the cost of this work.

When your tenancy ends, you must pay us any rent, service charge or other charges that you owe.

G3 Moving out

When you move out, you must do **all** of the following.

- o Make sure everybody living with you leaves your home and remove everything you own from the property, shared areas and garden, including all rubbish.
- o Return all keys to us.

- o Leave your home and garden, and our fixtures and fittings, in at least as good a condition as they were in at the start of your tenancy. We will take fair wear and tear into account.

If you do not do these things, we may charge you our costs for bringing your home up to the necessary standard.

We are not responsible for anything you leave at your home at the end of your tenancy. We will sell or otherwise get rid of anything that is left.

By signing this agreement, you agree that if you leave behind any belongings, you have given them to us and we can sell or get rid of them in a way we think is appropriate.

We do not have to return your belongings to you or give you any money we get from selling them.

If the belongings you left in your home were not yours, and we sell or get rid of them, you will be responsible for the cost of replacing them.

Section H

General information



H1 Enforcing this agreement

The Contracts (Rights of Third Parties) Act 1999 does not apply to this tenancy. This means that other people cannot enforce any rights or responsibilities under the tenancy.

If you break the conditions of this agreement and we do not take action immediately, this will not stop us taking action when appropriate in the future.

The action that we may take includes:

- o carrying out necessary work ourselves and charging you our reasonable costs;
- o asking the court to make an injunction order against you (or anyone living at or visiting your home);
- o asking the court to demote your tenancy (that is, make it less secure and easier to evict you);
- o asking the court to end your tenancy;
- o applying to the court for an antisocial behaviour order.

If we take legal action against you, we will ask the court to order you to pay our costs, including legal and administration costs and VAT.

H2 Notices

If we want to give you notice (including notices of legal action we are taking against you), we will do this by:

- a handing it to you or your joint tenant;
- b leaving it at the last address we have for you;
- c fixing it to your front door or another part of your home where it can be easily seen;
- d posting it through your letterbox; or
- e sending it to your home by first-class post or recorded delivery.

H3 Giving you permission

If you need to get our permission under this agreement, we will not unreasonably refuse or delay it. We may ask you to meet certain conditions as part of giving our permission.

Our Housing Offices

9 Little Park Street,
City Centre, Coventry
☎ 024 7676 7111

29-31 Riley Square,
Bell Green, Coventry
☎ 024 7670 8400

192 Torrington Avenue,
Coventry
☎ 024 7649 6700

St James Lane,
Willenhall, Coventry
☎ 024 7651 6700

Need help in your own language?

French

Pour vous assister en votre
propre langue

Polish

Wymagają Państwo
pomocy w swoim języku?

Kurdish

بۆیارمه تیدان به زمانی خووت

Urdu

اردو - آپ کی اپنی زبان میں مدد

Farsi

برای کمک به زبانتان

Arabic

لمساعدتكم في لغتكم

☎ 024 7676 7000

Whitefriars Housing

9 Little Park Street, Coventry, CV1 2UR

Web www.whitefriarshousing.co.uk Email info@whitefriarshousing.co.uk

a charitable, industrial and provident society