

# London Borough of Lambeth Tenancy Agreement

## SECTION A: INTRODUCTION TO YOUR TENANCY AGREEMENT

This is your tenancy agreement. It is a legally binding document which sets out your rights and responsibilities as one of our tenants. It has been produced by the Council and amended following consultation with tenants. The aim has been to produce a set of conditions which are clear and easy to understand.

It is an important legal document and should be kept in a safe place. This Tenancy Agreement defines your obligations and responsibilities as a tenant of Lambeth Council for the following types of tenancy:

- i. Introductory Tenancy
- ii. Secure Tenancy
- iii. Demoted Tenancy

**Please read this tenancy agreement carefully. If you do not understand any of the Conditions or you need more information, please contact your Housing Office, a solicitor, a Law Centre, the Citizens Advice Bureau, a Housing Advice Centre or Shelter for help.**

### **1. Definitions**

1.1 The following words and phrases have specific meanings when used in these tenancy conditions, unless the context requires otherwise:

- 'we', 'us', 'our' or 'the Council' means the London Borough of Lambeth or the Management Agent.
- 'You' or 'your' means the Tenant.
- 'Tenant' means the person/s or people to whom we have granted the Tenancy, or who have since been assigned or succeeded to the Tenancy.
- 'Introductory Tenant' and 'Introductory Tenancy', have the meanings given to them in the Housing Act 1996 (as amended from time to time).
- 'Secure Tenant' and 'Secure Tenancy' have the meanings given to them in the Housing Act 1985 (as amended from time to time).
- 'Demoted Tenancy' means a tenancy created when a court makes a Demotion Order against a Secure Tenant, as set out in the Housing Acts 1985 and 1996.
- 'Your Property', 'the Property' and 'your Home' mean the property to which the Tenancy relates.

- 'Anti-Social Behaviour' has the meaning set out in s153A of the Housing Act 1996 (as amended from time to time).
- 'Your Household' and 'the Household' means everyone living in your home.
- 'Communal Areas' means the shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading to or from the Property, grassed, cultivated, drying and play areas, forecourts and other shared areas within estate and block boundaries.
- 'Hazards' means anything that is potentially dangerous, flammable, combustible, unsafe etc.
- 'Other charges' means charges for heating, hot water and the use of a shed, garage or an allocated parking bay.
- 'Fixtures and Fittings' include:
  - Installations for supplying or using gas, electricity and water.
  - Basins, sinks, baths and toilets.
  - Pipes, ducts, tanks, wires, cables, switches, boilers and storage heaters.
  - Fixed wall, floor or ceiling coverings, other than carpet and laminate or wood flooring.
- The 'Housing Office' means the area housing offices, or equivalent, residents' management organisation offices (TMO/RMO) or Council's Customer Service Centres.

1.2 All expressions in the singular also carry the plural meaning, unless the context requires otherwise.

## **2 Your Tenancy**

2.1 By signing a tenancy agreement document you have agreed to enter into a legal contract with the Council. Unless the agreement says so, these tenancy conditions will apply until they are varied by the proper procedure or your tenancy comes to an end.

2.2 Your tenancy agreement document says who the tenants are. All tenants are equally responsible for complying with all of these tenancy conditions – even those who are no longer residing at the Property – until the Tenancy is brought to an end. See your handbook for further details.

2.3 You can get further copies of the tenancy agreement from your Housing Office or through the Council website [www.lambeth.gov.uk](http://www.lambeth.gov.uk).

2.4 There are three main types of tenancy which are covered by these tenancy conditions:

- *Introductory Tenancies*
- *Secure Tenancies*
- *Demoted Tenancies*

In addition, the terms of this agreement conditions apply in part to tenancies which have ceased to be Secure, or Introductory or Demoted Tenancies.

- 2.5 Which type of tenancy you have is decided by statutory rules. Tenants who have certain types of tenancy have certain statutory rights (such as the right of Secure Tenants to assign their tenancies in certain circumstances). This tenancy agreement is not intended to alter those statutory rules or change or extend those rights. Where there is any conflict between the statutory rules or rights and this tenancy agreement, the statute will prevail. If you are in any doubt you can ask your Housing Office. If you live in sheltered accommodation, some of the do not apply and there may be additional conditions that do apply. Please see your handbook for more details.
- 2.6 Some additional conditions may apply to particular properties, or types of properties, from time to time. These will form part of your tenancy agreement. If you are offered a property where such conditions apply you will be informed of these additional conditions before you sign your tenancy agreement. By signing a tenancy agreement you also agree to comply with these additional conditions and you acknowledge that they have been drawn to your attention.
- 2.7 If either party, Council or Tenant, breaks the terms of this tenancy agreement and we cannot solve the problem together, the other party may be able to go to court to deal with the matter. If you do not keep to your tenancy agreement you could lose your home.
- 2.8 In addition your Tenants' Handbook contains further explanation of your rights and responsibilities as a tenant.

### ***Changing this agreement***

- 2.9 The Housing Act 1985 sets out a consultation and notice procedure which we must use to alter this tenancy agreement. You can get more details of this from your Housing Office.

### ***Serving notices or letters***

- 2.10 You agree that any notice or letter that is addressed to you, has been properly services on you if it has been:
- posted or hand delivered to, or fixed to, your Property, or
  - handed to you in person, or
  - posted or hand-delivered to or fixed to your last known address
- 2.11 In addition the provisions of section 196 of the Law of Property Act 1925 (which provide for other forms of valid service) are incorporated into this tenancy agreement.

- 2.12 If you want to give us notice, you must write to the Executive Director of Housing, Regeneration and Environment via your housing office.

### **Access to information**

- 2.13 Details of our policy for allocating housing and housing transfers are available from your housing office and on the Council website at [www.lambeth.gov.uk](http://www.lambeth.gov.uk).
- 2.14 You have the right to see your personal records in accordance with the Access to Personal Files (Housing) Regulations 1989. You also have the right to see information in accordance with the Data Protection Act and the Freedom of Information Act, but we may charge a fee for this

### **Where to go for advice**

- 2.15 If you would like more information about your rights you should contact your housing office or any of the following:
- Housing Options & Advice Centre ( See details in the Tenants' Handbook)
  - A solicitor or local law centre
  - Citizens' Advice Bureau
  - Your local councillor (details of how to contact your local councillor are available from your housing office, the Council website, your local library or the Town Hall).
  - Your local residents' association.

### **Complaints**

- 2.16 If we do not meet our responsibilities under the tenancy agreement, you can do the following:
- Contact your housing office to make a complaint.
  - Use our complaints procedure (you can get details of complaints procedure from your housing office, or from the Council website).
  - Speak to your local councillor.

If you are dissatisfied with the Complaints Procedure, you can contact the Local Government Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the Complaints Procedure before getting involved.

- 2.17 In some circumstances you may be able to take us to court (a list of advice agencies is given in the Tenants' Handbook ).

## **Data Protection Act 1998**

- 2.18 The management of the Council's housing stock involves the processing of personal data of tenants, for example, for the purposes of allocation or determining a tenant's rights, and sometimes also of sensitive personal data such as ethnicity or gender. By signing this you will also be giving your consent to the legitimate processing of such data in accordance with the Data Protection Act 1998.
- 2.19 The data held by the Council in respect of your Tenancy will be used for cross-matching and cross-authority comparison purposes for the prevention and detection of fraud.

## **Photographs for all new tenants**

- 2.20 We will take photographs of all new tenants as and when they come in to sign their tenancy agreement or as soon as is reasonably practical thereafter. Where a sole tenancy changes to a joint tenancy, or there is a succession or assignment of a tenancy, the photograph of the new joint tenant / succeeding tenant will also be required. The photographs will be retained electronically and stored safely. We will not be disclosed to any third parties unless we are required to do so by law, and will be kept securely.
- 2.21 Photographs held will be used to help us identify people living in our properties without our permission and tenants who have sublet their homes illegally. They will solely be used for the prevention of fraud / criminal behaviour.
- 2.22 At some point in the future photographs of existing tenants may also be required in order to update our records. As mentioned above these photographs will be retained electronically, stored safely and will not be disclosed unlawfully to any third party.

## SECTION B: YOUR RIGHTS AND OBLIGATIONS

### YOUR RENT

#### **3** *Your duty to pay rent and other charges*

- 3.1 One of the most important responsibilities is to pay your rent and other charges. You **must pay** these a week in advance from the date your tenancy starts. You may be able to get help with paying your rent by claiming housing benefit. Your Housing Officer will help you to make a claim when you sign up.
- 3.2 You must pay your weekly rent on Monday each week for the week to come. The total payments you owe will include other charges as set out in your tenancy agreement
- 3.3 We set out the amount of rent that you must pay from the start of the Tenancy in your tenancy agreement document, as well as the amount of any other charges (which we treat as part of the rent) that you must pay - for example heating, hot water, and any water and sewerage charges we collect for the water company. You may also have a separate agreement for a particular service (for example a garage), which may require you to pay further charges a week in advance.
- 3.4 We are entitled to change the rent and other charges but must give you written notice before we do so. Details are set out in the Tenants' Handbook.
- 3.5 Any payments that you make to us will be applied firstly to any arrears owed to us and starting with the oldest arrears shown on the rent account, unless we expressly notify you otherwise in writing.
- 3.6 If you live in a property for which we supply heating and hot water and there is a supply failure during the agreed heating supply times, you can sometimes get a refund. Your handbook has more details about this.

### PROPERTY REPAIRS, MAINTENANCE, IMPROVEMENTS & ACCESS

You **must** tell us as soon as possible of any damage to the Property, or any repairs that are needed that are our responsibility. You should report this to your housing office.

#### **4.** *Your responsibility for repairs*

- 4.1 You are responsible for maintaining and replacing the entire inside of the Property except for those parts which these tenancy conditions or any statute specifies that we are responsible for. These are set out in Clause 5 below and you can see more details in your Tenants handbook.
- 4.2 You are responsible for repairing or replacing any fixtures or fittings if you have put them in without our written permission, or if we gave you written

permission but told you that we would not be responsible for repairing or replacing them.

- 4.3 You are also responsible for any repairs, or repairing or replacing any damage if the damage is caused deliberately or carelessly by you, your pet, a member of your household, your lodger, subtenant or a visitor to your Property or their pets. This also applies to damage caused to Communal Areas and/or other residents' homes by washing machine and dishwasher installations in your property.
- 4.4 If it is your responsibility to carry out a repair and you do not do it, we will tell you in writing of the repair and the time you should do it in. If you don't do the repair within this time, we can enter your Property, do the work and charge you for the work (including our administrative costs).

## **5 *Our responsibility for repairs***

- 5.1 We will maintain the structure and outside of your Property.
- 5.2 We will maintain your Property's drains, stack pipes, gutters and outside pipes.
- 5.3 We will keep in proper working order any fittings for supplying water, gas or electricity, toilet facilities and non-temporary space and water heating inside your Property which we provided, or that you have provided with our permission. If we decide the repair is not possible then we will replace the fittings.
- 5.4 For further details on our responsibilities concerning repairs, please see your handbook.

## **6 *Your responsibility for decorations***

- 6.1 You must keep the inside of your Property reasonably well decorated.

## **7 *Our responsibility for decorations***

- 7.1 We will decorate the outside of your Property and Communal Areas of flats and maisonettes from time to time. You can only decorate the outside of your Property with our written permission. When asking for permission you must give us a plan of how you wish to decorate.
- 7.2 We will also do any decorating which is needed because we have carried out repairs which are our responsibility, or improvements. If we decide to do so, we may give you a reasonable allowance to do it instead. This does not apply where the works were necessary because you had breached your tenancy obligations.
- 7.3 If you are elderly aged 70 and over, or have a disability or other special reasons, living alone, and there is no other member of your household or

family who can help, we will decorate a number of rooms in your home under a planned programme.

## **8 Your responsibility for cleaning**

- 8.1 You must keep your Property clean and tidy. If it becomes infested with pests or vermin because of your failure to keep it clean we will charge you for the cost of disinfecting it and any other costs of cleaning your Property.
- 8.2 You must keep any garden, yard, window box or balcony that forms part of your Property tidy and free of rubbish.
- 8.3 If you live in a self-contained flat in a street property with a shared entrance or hallway, you and the other tenants of that street property are responsible for keeping the shared entrance or hallway clean and tidy.
- 8.4 If you live in a block of flats with a balcony entry in front of your flat, you are responsible for keeping the doorwell in front of your flat clean, tidy and clear of obstructions.
- 8.5 You must not block, obstruct, create or leave any hazard on landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other communal area or wedge open fire door or security door if you live in a building with communal facilities
- 8.6 The council may from time to time publish regulations in respect of recycling household and/or bulk waste. You must keep to the rules of that scheme and in the event you do not we may impose a penalty charge, or take such other action we think appropriate which may include a charge for removing and disposing of the waste.

## **9 Our responsibility for cleaning**

- 9.1 We will arrange to clean the Communal Areas (other than those that you are obliged to clean, as set out in the previous section).
- 9.2 We will remove and dispose of any personal belongings left in the communal areas that block, obstruct or are hazardous and recharge the cost to the person responsible.

## **10 Our responsibilities for communal areas and lift maintenance**

- 10.1 We will take all reasonable steps to keep all lifts in working order.
- 10.2 We will make sure that grassed areas of estates are mown and any flower beds, hedges and trees on the estate are kept tidy and free of rubbish.
- 10.3 We will take all reasonable steps to keep all communal lighting, entry-call systems, communal aerials and domestic refuse facilities in good repair.

**For details on target response times, contact your housing office.**

## **11 Gardens and fences**

- 11.1 If you have a garden, you must keep it reasonably tidy. If you fail to keep it reasonably tidy, we may require you to tidy your garden, or we may decide to do the work for you and to charge you for it. You are also responsible for keeping trees and hedges within your garden pruned and trimmed back so they do not cause an obstruction or nuisance to others. You must not cut down, remove, relocate, plant or significantly alter any tree in your property unless we have given you our written permission in advance. Remember that many trees on estates are council property, and many are also legally protected through Tree Preservation Orders (TPOs), so it is important to check first before any work takes place.
- 11.2 You must get our written permission before you put up a shed, porch, fence or any similar structure in your garden. If we give you permission, you must then maintain and look after the structure.

## **12 Insurance**

- 12.1 We will insure the structure of the building against certain risks, together with our fixtures and fittings, but we are unable to insure your fixtures, furniture or possessions.
- 12.2 Where the damage to a tenant's home is caused by a fault within the Council's responsibility / ability to keep certain items in good repair (e.g. hidden pipes under a bath), and if it is proven that the damage was caused by no fault / neglect of the tenant, the council will repair and redecorate all affected areas.

## **13 Our right to enter your Property**

- 13.1 You must let our officers, contractors or management agents enter your Property to:
- (a) inspect or survey your Property or adjoining property for any reason;
  - (b) carry out any repairs, gas servicing, treatment, modernisation or improvements; or safety inspections.
  - (c) deal with any other matter for which we are responsible including inspecting the condition of your property and ascertaining who is living there.
  - (d) To ensure compliance with the conditions of this agreement and health and safety regulations
  - (e) To carry out emergency work.
- 13.2 You can allow our officers or agents to enter your Property at any time without notice if it is convenient for you. You must let our officers or agents enter your

Property if we give you at least 24 hours' written notice and ensure that an adult is present.

- 13.3 If you do not let us in to your Property after we have given you proper notice we may force entry and charge you for any costs, any damage or financial or other loss caused by the delay.
- 13.4 Our officers or agents may also enter your Property without giving notice if, they believe that you or others are at risk or that the Property or any other property may be damaged if they do not enter. We will do our best to contact you before we force entry to your Property. If there is no-one in the Property to let us in we will make sure that your Property is secure after we have carried out our inspection or any work we have to do.
- 13.5 Where it is reasonably necessary for the Property to be empty for us to carry out any works you must give us access by moving into temporary accommodation. We will provide you with temporary accommodation which is reasonably suitable to your needs (Note that this may not be accommodation which is equivalent to your Property if a different kind of property is reasonably suitable for your needs).

## **14 Alterations and improvements**

- 14.1 You must not alter the structure or outside of the Property or the building in which it stands in any way without our written permission. For example, you must not fix a security grille to your external doors or windows or put up a satellite dish, aerial or other telecommunications equipment to the exterior of the building. This rule also applies to garages, greenhouses, sheds, pigeon lofts, parking spaces, driveways and walls.
- 14.2 You must not install laminate floor covering or sanded floor boards in the Property, other than:
  - (a) on the ground floor; and then
  - (b) only if there is no-one living beneath you,without first obtaining written permission from the Council.
- 14.3 Any existing laminate flooring and sanded floorboards can remain only if there are no complaints from the neighbours or a nuisance to others living in adjacent properties. If there are complaints then we would have to ask you to remove the floor covering in the Property or take measures to minimise noise being transmitted to adjacent properties.
- 14.4 The Council recognises that there may be circumstances where carpet and additives in alternative floor coverings may exacerbate some health conditions. Council will develop mitigating policies and procedures to reduce any adverse impact on tenants under such circumstances.
- 14.5 You must not make any alteration to the Property such as remove any internal walls or take out any other part of the building which is in breach of any

planning or building control regulation, whether you have sought and obtained our permission or not. If you do carry out any improvements or changes to your Property or add any fixtures or fittings without our permission, or in breach of any planning or building control regulation, we may require you to put back the Property to its original condition, or we may do this and charge you the cost of doing so and of rectifying any damage that may have been caused to the Property or the building in which it stands\*.

- 14.6 We will not be responsible for any damage that is caused whilst removing anything you have installed without our permission.

## **15 Recharges**

- 15.1 In addition to specific clauses mentioned here, there are other occasions where the council will recharge for costs incurred. Please see your Tenants' Handbook for more details.

## **YOUR USE OF THE PROPERTY**

**Your obligations as a Tenant apply to you, and anyone else living or visiting your Home. We will also hold you responsible for any breach of these tenancy conditions by any persons living with you or visiting your Home.**

### **16 *Your use and occupation of the Property***

- 16.1 You must live at your Property as your only or principal home.
- 16.2 You can only carry out a business or trade from your Property if you get our written permission first. This will only be given if you can work from your Property without causing a nuisance to anyone else or break any planning or use regulations. It may be withdrawn if, having granted permission, the business or trade causes a nuisance or you break any planning or use regulations\*.
- 16.3 If you are going to be away from your Property for more than 8 weeks, you must let us know in writing. If you do not do so we will normally assume that you have abandoned the Property.
- 16.4 If you are going to be away from the Property for more than 6 months we will normally assume that you no longer wish to occupy the Property as your only or principal home. You may wish to discuss the circumstances of this with us if this is not the case.
- 16.5 If you do not return to the Property after the date you told us you would be returning, we will assume that you have abandoned the Property. You must contact the housing office at least once a month if you are away from your Property for a long time.

---

\* **NOTE: As well as obtaining our written permission for any alteration or business use of your Property you should always check whether or not planning, building control or other permissions are needed. You can get more advice about these from Lambeth's Planning Department**

- 16.6 If you go away without telling us and we discover someone else living in the Property, we will assume that you have sublet the Property or parted with possession of it and may take legal action to end your Tenancy.
- 16.7 We will not usually accept rent from anyone other than you unless we have agreed to this in advance. If we do accept a payment made by someone other than the Tenant it is accepted only on the basis that it is paid on the Tenant's behalf.
- 16.8 While you are a tenant you must inform us if you acquire any legal or beneficial interest in any other residential property. If we discover that you have a legal or beneficial interest in another property we will assume that that is your principal home unless you show us that this is not the case.

## **17 Your right to have sub-tenants or lodgers**

- 17.1 You can take in lodgers if this does not cause the Property to become overcrowded.
- 17.2 If you are a Secure Tenant (but not if you are an Introductory or Demoted Tenant) you can sublet part of your Property, but only if you have our written permission first. If you sub-let part of your Property you must not allow this to cause the Property to become overcrowded.
- 17.3 You cannot sublet the whole of your Property. If you do so, you will lose your status as a Secure, Introductory or Demoted Tenant and we will take action straight away to end the Tenancy and evict you.

## **18 Changes in your Household**

- 18.1 You must notify us in writing within 4 weeks of any long-term change in the people who are living in the Property. Please see your Tenants' Handbook for further details.

## **19 Assignment, Exchange & Succession**

- 19.1 'Assignment' is where you transfer your Tenancy to someone else. 'Succession' is where a tenancy passes to someone else when the tenant has died. 'Exchange' is where you swap your Property with another of our tenants, or a tenant of another local authority, housing association or certain other bodies.
- 19.2 Assignment, Succession and Exchange can only take place under the limited circumstances permitted by the Housing Act 1985 and (in the case of Exchange) with our written permission which we can only withhold in certain specified circumstances. Your rights will also depend on whether you are a Secure, Introductory or Demoted Tenant. You may also require the written permission of any other landlord involved.

- 19.3 Details of the circumstances in which Assignment, Succession & Exchange can take place, and the circumstances in which we can withhold permission are set out in the Tenants' Handbook.

## **20 Pets**

- 20.1 You may keep a dog if your property is suitable and you have written permission from your housing office. If permission is given, it will be on condition that the dog is micro chipped and relevant owner details recorded and kept up to date. The dog must not cause any damage to your home or cause nuisance, danger or harm to any other person in or around the locality. You are allowed to keep assistance dogs for either yourself or members of your household.
- 20.2 Permission will not be granted for dogs covered by the Dangerous Dogs Act, such as pit bull terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro or any other especially dangerous dogs.
- 20.3 You may keep a cat, small caged pets or fish in small aquarium.
- 20.4 Except in a very exceptional case we would never grant permission to have more than 2 dogs and we will not give permission if we think your home is unsuitable for your pet, or would cause a nuisance or danger to any other person. Permission to have domestic pets may be withdrawn at any time. You are not allowed sell pets from your property or in and around the locality.
- 20.5 Your households' or visitors' pets must not be allowed to foul the inside of your Property or any Communal Areas. Under the Control of Dogs Order (1992) a dog must wear a collar and tag giving the owner's name / address at all times while in public and must be kept on a lead at all times when walking on estates. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your Household, a lodger, sub-tenant or visitor.

## **ILLEGAL AND ANTI- SOCIAL BEHAVIOUR**

In this section:

- (1) The term 'Property' includes the Communal Areas.
- (2) The 'Locality' is the general area in which the Property sits.
- (3) Where these tenancy conditions require you not to do anything, you must also not permit any of your Household or any visitor to do so.
- (4) If any joint tenant, or member of your Household or any visitor does any act which is forbidden by these tenancy conditions you (or in the case of joint tenants, all of you) will be held responsible for that act as if you had yourself done that act.

## **21 Your duty not to let the Property be used for illegal activities**

- 21.1 You must not use your Property, or permit it to be used, for an illegal purpose or activity.
- 21.2 You must not carry out any illegal activity in the Locality.

## **22 Your duty not to cause nuisance or harass others**

- 22.1 You may not put anything in the Communal Areas that is likely to cause a nuisance, annoyance or danger to anyone. This includes washing, personal belongings and household rubbish not left inside the bins provided. We will charge you for the cost of clearing anything left by you or your household or visitors which is likely to cause a nuisance, annoyance or danger to anyone.
- 22.2 You must ensure that you have adequate floor coverings to stop or reasonably minimise noise being transmitted to adjacent properties. You must ensure that only curtains or proper window dressings are used at windows. You must not cover the walls in fabric or other materials so as to significantly impede the exposure of the walls to air.
- 22.3 You must not do anything which is, or which is intended to, or which is likely to be a nuisance or danger to other people, or which causes damage to our property or the property of our tenants and lessees, their families, lodgers or visitors. For example, you must not:
- (i) play any music or use a radio, television or other equipment in a way which is intended or is likely to annoy any other person;*
  - (ii) allow your dog, or a dog brought into your Property by someone living with you or visiting your Property, to bark in a way which is likely to annoy any other person or to foul the Communal Areas or the Locality;*
  - (iii) put up any sign, notice or advert (except a temporary notice of reasonable size about elections or community events) without our written permission;*
  - (iv) block any Communal Area, either by standing or sitting there or by leaving gas cylinders and other hazardous items, rubbish, prams, bicycles or other objects there;*
  - (v) damage any part of the Property or the Communal Areas;*
  - (vi) throw rubbish or anything from a window or balcony, or anywhere in the estate or Locality;*
  - (vii) feed pigeons or other pests;*
  - (viii) unreasonably rev engines or use noisy machinery or tools;*
  - (ix) damage, deface or write graffiti in the Communal Areas or Locality;*
  - (x) remove wheel clamps fitted by us or our contractors;*
  - (xi) interfere with security and safety equipment;*
  - (xii) tamper with gas or electric supplies or with the meters;*

- (xiii) park illegally or contrary to any directions or notice issued by us, or in any way that may hinder the collection of refuse or emergency vehicles or without reasonable consideration for other road-users;*
  - (xiv) undertake any activity which produces poisonous fumes;*
  - (xv) leave oil or car parts on estates, or in garages or parking areas;*
  - (xvi) leave hypodermic needles or syringes in the Locality, or dispose of them anywhere except in a designated "sharps" bin.*
- 22.4 You must not be violent, abusive or threatening towards any other person in the Property or the Locality or allow members of your household or invited visitors to do so.
- 22.5 You must not be violent, abusive or threatening towards any officers, representatives or contractors or allow members of your household or invited visitors to do this.
- 22.6 You must not be violent, abusive or threatening towards or discriminate against anyone who also has a right to be in the Property or Locality, because of their race, sex, sexuality, age, religious belief or disability. And you must not allow members of your household or invited visitors to do this.
- 22.7 You must comply with any regulations which we impose from time to time concerning parking of vehicles and any other matters relating to the Property or estate.
- 22.8 You must not keep any firearm, shotgun, or air-powered weapon (for example, an air rifle) in the Property without appropriate firearms or shotgun certification required by any legislation and (whether any certification is required) not without the Council's written permission. If you are permitted to keep such an item, you must ensure that it is secure and you must comply with any legal requirements or any conditions of our permission at all times.
- 22.9 You must not discharge any firearm, shotgun, rifle, air weapon in the Property or in the Locality.

## **23 Risk of fire, flood and other damage**

- 23.1 You must not do anything which increases the risk of fire, flood or damage to your Property, or that might affect our insurance against these risks or make us responsible for damage or annoyance.
- 23.2 You must not keep flammable material, liquids or gases in the Property (other than may be reasonably required for domestic use) or do anything (including holding a barbeque), which might cause a fire, flood or other damage to the Property.
- 23.3 You are not allowed to use a barbeque or patio heater on or directly underneath balconies. You may have a barbeque in your garden provided it is safe to do so and does not cause a nuisance to your neighbours.

- 23.4 If you live in a flat or maisonette you are not allowed to keep or use liquid petroleum gas other than that in disposable containers such as aerosols which comply with the current British Standard for disposable cylinders and which have a maximum capacity of 1 litre. The number of such cylinders must be limited to that reasonable for domestic use.
- 23.5 You must not store dangerous or hazardous substances in the Communal Areas or the Locality.

## **26     *Parking and vehicles repairs***

- 26.1 You must not park any vehicles on our land unless they are roadworthy, taxed and insured, unless you can provide a valid acknowledgment of a Statutory Off Road Notice (SORN) issued by the DVLA for the period. A copy of the SORN must be visible on the vehicle and vehicles with a SORN must not be parked on our land for more than six months. After six months a vehicle with a SORN will be considered to be abandoned.
- 26.2 You must not abandon any vehicle on our land. Any abandoned vehicles may be removed and disposed of.
- 26.3 You must not park anywhere on our land except in areas signposted for parking and which is made available for you to use. We may require you to pay to park on our land. If there is a local parking regulation in force, you must keep to the rules of that scheme.
- 26.4 If we discover a vehicle parked in an area which is not signposted for parking, or parked other than in accordance with any local parking regulation or without the appropriate fee having been paid we may have it wheel clamped or towed away. You will have to pay a fine to get your vehicle back, if it has not by then been destroyed or disposed of.
- 26.5 You must get our written permission to park a caravan, boat, or trailer on our land or on any part of your garden or yard.
- 26.6 You must also get our permission to park a commercial vehicle on our land, or on any part of your garden or yard, if it is more than 16 feet (4.8 metres) long, or more than 6 foot (1.83 metres) wide, or more than 6 foot 6 inches (2 metres) high.
- 26.7 You must not carry out major repairs including engine changes, body part replacements and paint spraying, to any vehicle at the Property or on our land. You may carry out routine maintenance such as the changing of tyres, plugs or oil, providing that this does not cause a hazard or nuisance or annoyance. In particular when changing oil you must not allow it to foul roadways or paths. You must not pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins. You will be responsible for cost of remedying any damage caused to the Property or Communal Areas as a result of vehicle repairs and maintenance that you have carried out.

## **SECTION C: ENDING YOUR TENANCY**

### **27 Your Right to end your Tenancy**

- 27.1 If you want to end your Tenancy, unless we agree something else in writing you must give us at least four weeks written notice and this must be delivered to your local housing office. The period of written notice that you give must end on a Monday.
- 27.2 Notice given by one joint tenant will end the Tenancy for all joint tenants. If you are a joint tenant we strongly recommend that you tell all the other joint tenant(s) if you are serving a notice.

### **28 *Our power to end your tenancy (Secure Tenancies Only)***

- 28.1 As a Secure Tenant you have the right to stay in your Property. We cannot evict you from the Property unless the court grants us an order for possession which will require you to leave your home on a specific date.
- 28.2 Before we start court proceedings we must serve on you a 'Notice of Intention to Seek Possession'. The notice will tell you why we want to end your tenancy and when we will be entitled to start court proceedings. We may only ask the court to end your Tenancy for one (or more) of the grounds set out in schedule 2 of the Housing Act 1985. A detailed summary of grounds is set out in the Tenants Handbook. They include:
- (1) You have not paid the rent;
  - (2) You have broken any of the other tenancy conditions;
  - (3) Your partner has left home because of your violence or threats of violence against them, or against a member of their family residing with them, and they are unlikely to return;
  - (4) You, a member of your household or a visitor to your home has caused a nuisance, or annoyed any one;
  - (5) You or a member of your household or visitor to your home has been convicted of using your home, or allowing it to be used, for illegal purposes, or has committed an arrestable offence in or near your home;
  - (6) The condition of the Property, or any of the Communal Areas, has worsened because of any actions, neglect or fault of you or anyone living with you;
  - (7) You or anyone acting together with you or for you has lied to help you get a tenancy;
  - (8) You are only living in the Property because we are doing work to your home, and your home is now ready for you to move back into;

- (9) You have paid someone to exchange homes with you;
- (10) You have committed an offence by overcrowding your Property;
- (11) We are planning soon to demolish or rebuild your Property or to carry out work which we cannot do unless the Property is empty;
- (12) The Property falls within an area which is subject to a redevelopment scheme;
- (13) Your Property is specially adapted for a physically disabled person, or is part of a group used for persons with special needs, there is no longer such a person living there, and we require the Property for such a person;
- (14) You have succeeded to the tenancy and you are not husband or wife or civil partner of the deceased former tenant, and the Property is bigger than you need;
- (15) Your tenancy was granted in connection with your work and your behaviour is deemed improper or unsuitable for your position.

28.3 In some cases we are required to offer you 'Suitable Alternative Accommodation' before we obtain a court order. The Tenants' Handbook Explains what this means.

## **29 *Our power to end your tenancy (Introductory & Demoted Tenancies)***

- 29.1 If, during an Introductory Period or Demoted Period, you break any of the tenancy conditions, or if we have some other good reason, we may take action to end your Tenancy. We must serve a notice upon you setting out the reasons that we intend to terminate your Tenancy called a 'Notice of Proceedings for Possession'.
- 29.2 The Notice of Proceedings for Possession which we send to you must explain why we want to evict you, your right to request a review of our decision within 14 days of the notice being served upon you, and where you can get legal help and advice about it.
- 29.3 Details of the review procedure are set out in the Tenancy Handbook. If you do not seek a review or the decision to terminate your Tenancy is upheld by the reviewing officer, we can then seek an order from the court and the court must make an order ending the Tenancy.

## **30 *Our power to end your tenancy (other tenancies)***

- 30.1 If the tenancy has ceased to be a Secure, Introductory or Demoted Tenancy (for example because the Property is no longer your only or principal home or because you have sublet it) we can bring the tenancy to an end by giving at least 4 weeks' written notice ending on a Monday.

30.2 Your obligations in this agreement continue to apply until your Tenancy is brought to an end even if you leave the Property. The following rights (which apply to some kinds of tenancy) do not apply to tenancies that are not Secure, Introductory or Demoted Tenancies:

- (1) The right to sublet part of your Property with permission, or to take in a lodger;
- (2) The right to assign your Tenancy;
- (3) The right to buy your Property;
- (4) The right to exchange your Property;
- (5) Although our obligations to repair your Property continue, the Right to Repair Scheme (which permits tenants in some circumstances to nominate another contractor) do not apply.

### **31 Your responsibility when your Tenancy ends**

- 31.1 You will continue to be charged rent until you or we validly end your Tenancy. At the end of the Tenancy you will continue to be liable for any arrears that have not been cleared.
- 31.2 When your Tenancy ends you must give us back possession of your Property by leaving it vacant and returning the keys to your housing office.
- 31.3 When you leave your Property you must clear out all your belongings and any rubbish and leave the Property and its fixtures and fittings in as good a state as they were at the beginning of your Tenancy (allowing for fair wear and tear and any failure by us to do repairs).
- 31.4 We will inspect the Property at the end of your Tenancy. We will charge you for any repairs, cleaning, rubbish removal which we consider are your responsibility and for any damage caused before you have left the Property vacant and returned the keys to us. We may also charge you a sum equivalent to the lost rent while we carry out repairs if the condition of the Property prevents us from re-letting it because you did not carry out your responsibilities before returning the Property to us.
- 31.5 If you do not return all your keys when you leave the Property we will charge you the cost of replacing any locks, and the rent for the period until we have changed the locks.
- 31.6 If you are transferring to another one of our properties and fail to pay all outstanding charges we may withdraw your offer of a transfer to an alternative home.

### **32 'Use and Occupation Charges' and other sums owed to us.**

- 32.1 If you enter or remain in a property after a tenancy has ended, or before a tenancy has been granted to you, we are entitled to damages for your 'use and occupation' of the property. We may send you statements which show the damages that we are demanding for your 'use and occupation', which are sometimes known as 'Use and Occupation Charges'. These are not the same as rent.
- 32 We will use any sums that you pay to us in the following order (unless we agree otherwise in writing:
- (1) Any Rent or Other Charges shown on your rent account, starting with the oldest first; then
  - (2) Any Use and Occupation Charges to which we are entitled, starting with the oldest first; then
  - (3) any other amount that you owe us, for example the cost of any repairs, decorating, or cleaning which were your responsibility but which you did not carry out before returning the Property to us.

### **33 After your Tenancy has ended.**

- 33.1 However, if your Tenancy is brought to an end, and even if we agree to let you remain in the Property after it has ended, you will no longer be a tenant from that point.
- 33.2 If your Secure Tenancy has been ended by a court order (either on a specified date or because you have failed to comply with a condition of a suspended or postponed order) you may, in certain circumstances, be able to apply to court to revive your tenancy.

### **34 New Tenancies**

- 34.1 We will not grant a tenancy to any person (whether or not they have previously been a tenant) except by entering into a written, signed tenancy agreement with that person(s). No other action by us is intended to grant you or any other person(s) a new tenancy.
- 34.2 Before a tenancy agreement has been entered into and a tenancy has started, or after your Tenancy has come to an end:
- (1) If we refer to you in any document as a 'tenant' this does not mean that we are granting you (or anyone else) a new tenancy or licence.
  - (2) If we refer to any obligation on you to pay 'rent', we are referring to your obligation to compensate us for your 'use and occupation' of the property. We will seek to recover from you an amount equivalent to the rent set by the Council for that property for this time;
  - (3) If we send you a notice which refers to an alteration of the 'rent' (and/or

Occupation Charges which make up part of the 'rent') you should treat this as notice of the amount that we will demand from you as Use and Occupation Charges whilst you continue to remain in that property, and as notice of the amount of rent which will be charged in the future if we ever grant you a new tenancy, or in relation to your old tenancy of that property if it is ever revived.

- (4) If we serve on you a notice referring to the alteration of our tenancy conditions, you should treat this as a notice of the tenancy conditions which would apply to a tenancy in the future if we ever grant you a new tenancy, or to your old tenancy if it is ever revived.

## **SECTION D: CHECKLIST OF DOS AND DON'TS**

**This is not a complete list of what you should and should not do. However, you must sign to commit yourself to this checklist. It forms part of your conditions of tenancy. If you do not sign it we will withdraw your offer of accommodation.**

I agree to do the following:

TO PAY all my rent on time in advance.

NOT to harass, or let my family or friends harass anyone.

NOT to commit or permit any criminal act at or near the Property.

NOT to damage the Property and to return it to the Council in a good state when I leave.

Where I have a garden, TO KEEP it tidy.

TO DISPOSE of my rubbish in the appropriate bins provided.

TO BE RESPONSIBLE for the good behaviour of my family, friends and visitors in my home, on the estate and local areas.

TO ENSURE that any pets the Council has given me permission to have are kept in order and do not make a mess, bark or any other way cause a nuisance, or damage my home or other homes in the vicinity or any part of the estate I live on.

TO ABIDE BY the parking scheme on my estate and ensure that any vehicle used by me or my household is taxed and insured, unless I produce a valid DVLA acknowledgement of a Statutory Off Road Notice (SORN), for the period which will not exceed 6 months.

I understand and agree to the conditions listed above and that if I break this agreement the Council has the right to take action to evict me from my home.

Signed:

Print name:

Address:

Date:

Witnessed by:

## APPENDIX 2 – Summary of feedback and Council’s response

Area	Our proposed response
1. Too much detail / not enough detail	<p>A large number of the requests for more detail are answered in the handbooks. In any event it is not reasonable for a tenancy agreement to cover all eventualities.</p> <p>Many residents found the sheer amount of paperwork to read through overwhelming. By providing a dedicated phone line and workshops, we were able to talk through with those who found the detail too much to read</p>
2. Concerned over the request for photographs	<p>This is the topic which has generated the most response – tenants are concerned that this represents a ‘big brother’ society and are worried about data security. 19 written responses were against the introduction of photographs, particularly for existing tenants. Interestingly 8 tenants wrote in support of the proposal. Clause to be amended to explain the benefit of photos in tackling tenancy fraud and carrying out audits, and include wording that their photos will be kept safe.</p>
3. Delivery of letters / notices by normal post	<p>9 respondents raised this concern. This is standard practise, an existing term and we suggest that this clause remains – the risk of lost post is outweighed by the cost of recorded delivery.</p> <p>2 respondents have pointed out that at the start of the document we refer to tenants giving notice by writing to the Chief Executive at the Town Hall. Later, we refer to giving notice to quit at your local housing office. This is now consistently ‘your local housing office’; there can be delays in post travelling from the town hall to the correct office to action.</p>
4. Tenants should not be responsible for the actions of others	<p>We would disagree with this view – without the council being able to hold the tenant to account to actions of visitors / household it would be very difficult to tackle anti-social behaviour. Some respondents raised the question of women suffering domestic violence, in all cases the council would act in a fair and reasonable way</p>
5. 24 hours notice isn’t enough for entry	<p>This is not a new clause and has been in place for at least 20 years. Not something which would be used unreasonably, and is as set out in s54 Housing Act 1985.</p>
6. Various comments about leaks and the council taking responsibility for insurance	<p>No, tenants need to insure their own possessions. The council does have a relatively cheap deal for tenants through Farr Insurance.</p>
7. What sort of tenancy do I	<p>This is covered in the tenants handbook</p>

Area	Our proposed response
have?	
8. Please provide two months notice to change the rent	No, the requirements are set out in law, in s103 Housing Act 1985
9. 'Reasonably' suitable property for a temporary decant	Several residents have a view that this alternative accommodation should be equivalent. We would disagree, schedule 2, pt 4 of the Housing Act requires reasonably suitable alternative accommodation..
10. I'm keeping with my old agreement thanks, don't want to sign this new one	By law the council is allowed to vary the terms of its agreement with residents, provided the correct procedure is followed. All tenants will be bound by the new clauses (we do not need the new conditions to be resigned). Any tenant who does not agree to the changes has the option to move out.
11. Where's the handbook?	A new handbook is being developed alongside the development of the new conditions.
12. External decorations – the date should be specified	Unable to specify this date as varies from property to property.
13. It is unreasonable that the council does not keep to its side of the agreement, particularly on repairs, and within repairs particularly decent homes.	The Council's obligations to maintain and repair can be enforced through the court. There is no statutory obligation to improve.
14. It isn't fair that these conditions do not apply to leaseholders.	This was raised by 10 respondents. There was a particularly negative perception against leasehold properties which are sub-let. Leaseholders, and whoever lives there, are bound by the terms of their leases which includes clauses on ASB, noise etc. We will also be adding stipulations to the estate leases to bring them up to date with new provisions in the tenancy agreement on dogs etc.
15. Dogs. Various comment, generally supportive. View was that the council doesn't tackle dog issues effectively.	Clause stays as it is.
16. Firearms – what's the point in these clauses, if it's illegal anyway. Why should the council refuse permission the police have already given.	We don't want guns on estates at all. Many shooting incidents have occurred in the past with guns that have been properly licensed.
17. Garden Fences – more details on responsibilities needed	It varies from fence to fence. It is not possible to be more specific here.
18. BBQs – should be allowed	The text around BBQs is a little confusing. To be made clearer to say that they are allowed as long as in a suitable position.

Area	Our proposed response
19. Rights to a refund of heating and hot water charges. Clause should not have been removed	Clause to be put back.
20. Numbering system is confusing	Agree, numbering has been changed.
21. Data Protection – similar to the photograph comments	Generally no change required, in covering letter can assure residents that we don't sell this information etc. As pointed out by one respondent, the reference to the now defunct Audit Commission does need to be removed.
22. You should have included the original tenancy agreement for people to refer to	Generally people should have a copy tucked away somewhere at home. There would have been a cost associated with printing 25,000 additional copies, also we didn't want to overwhelm people with too much paperwork
23. Laminate flooring	Less comments on this than expected – perhaps residents with laminate flooring installed would be afraid of identifying themselves. Some comments that laminate flooring is better than what tenants are initially given; others that with proper insulation laminate flooring is fine. Concerns about who would pay for its replacement. On balance the current proposal is fine.
24. Can you be more prescriptive of timings around making noise? After 9 o'clock?	There is a risk that if you specify a time people will feel it is appropriate to make noise, doing repairs etc. up until that time, when they may not have done so otherwise. Better that people act 'reasonably' depending on those living around them.
25. Internal decorations – tenants who are unable to carry out the work	The council has a decorations programme for those who are over 70 or have a disability or other special reason, and are unable to carry out the repairs themselves.
26. The phrase 'if someone has annoyed you' is too vague. Too easy to evict people.	This is a standard phrase used in tenancy agreement.  All evictions must be sanctioned by the courts – eviction notices will not be granted unless it is reasonable to do so.
27. Satellite dishes and similar	Several comments to the effect that dishes are ubiquitous and have been around for a very long time. This is true, but especially with the digital switch over there may be a time in the future where the council wishes to be more proactive about dishes, which do detract from the aesthetics of an area. Can also be planning issues, and problems with cladding and removal / repositioning of dishes. As such the clause should remain.
28. Security grills should be	As a fire risk this clause needs to stay. The latest

Area	Our proposed response
allowed to remain, as people live in a high crime area.	guidance from the fire brigade is that they can stay provided they meet certain specifications. Can be considered on a case by case basis– for instance someone who is partially sighted and concerned over safety. The current terms allow for this discretion; just living in a perceived high crime area would not be a suitable reason.
29. Sheltered housing needs a more detailed explanation in the tenancy agreement	Sheltered housing is covered by the tenancy handbook, not required in tenancy conditions.. Exact requirements may vary from scheme to scheme, but easy for residents to get information from their wardens.
30. People concerned around losing their home if there is redevelopment	We have to provide reasonably suitable alternative accommodation but this isn't something which needs to go into the agreement as the law says we have to.
31. Joint tenancies – not fair that one party can end it for the other	This is as defined in law. The council does act reasonably in considering what should happen to the remaining tenant. There is a section in the handbook which explains all of this, including adding someone to the tenancy.
32. Letting us know if you're going away for 8 weeks or more we should have to tell the council / can't go away for more than 6 months.	It is important that we do not consider that the property has been abandoned. Trying to arrange gas servicing for instance could be difficult. As in all cases, the council needs to act reasonably.
33. Confused about succession	This is included in detail in the tenants handbook
34. Permission for running a business from home – what if it's already established? Distinction should be made for different types of business.	Provided there is no nuisance being caused, there is no reason this would be refused. Point understood, but to be assessed on a case by case basis, would be difficult to put specifics into the tenancy agreement.
35. How should we tell you when going away?	By contacting your housing office in writing.
36. Table of contents should be added for conditions and handbook	Considered, agree with for handbook, not for conditions.
37. Parking – can residents be given an individual numbered space	Parking on housing estates is to be reviewed, but not an area for the tenancy conditions
38. Various comments around difficulties some tenants have with gardening	Needs to remain as tenants responsibility
39. Should be a mention that not allowed to defecate in lifts / throw rubbish from windows	Already covered through other clauses; no need to be that specific, obviously not allowed

<b>Area</b>	<b>Our proposed response</b>
40. We shouldn't need to get separate planning permission once given permission from another part of the council.	Yes, housing officer and planning officers have different expertise and responsibilities.
41. What about other more unusual animals including livestock?	There is not currently an issue here and not necessary to specify.