

## Thurrock Council - Terms and Conditions of Tenancy

By signing this tenancy agreement you are entering into a legally binding agreement with us.

This agreement tells you what we expect from you as our tenant and what you can expect from us as your landlord

### Definitions

#### The Property

Your home and any land for which you pay rent.

#### Tenant

The person(s) to whom we have granted the tenancy. If you have a joint tenancy, 'the tenant' includes all joint tenants named on page 1. Each joint tenant is wholly responsible for the entire Total Weekly Payment. This means that if one joint tenant does not pay their share, the other(s) will have to make up the difference.

#### Household

This includes anyone living in your home.

#### Communal Areas

These include shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading from or to your home, grassed, cultivated, drying and play areas, forecourts and other shared areas within estate or block boundaries. This list is not exhaustive.

#### Total Weekly Payment

Your weekly rent together with all other charges relating to your occupation of the Property (e.g. service charges, heating and water charges, rates, charges for the use of a shed or garage or television licences) which are set out on page 1 of this agreement, as varied from time to time in accordance with this agreement and our statutory powers.

#### Introductory Tenancy

An introductory tenancy will last for an initial 12 month period, but can be extended by us for a further 6 months if appropriate. We can bring the tenancy to an end by serving a notice of proceedings to end the introductory tenancy or extend for a further 6 months, at the end of the 12 month period the tenancy will automatically become secure.

#### Secure Tenancy

A secure tenancy gives you the right to stay in the Property. We can only bring this right to an end by obtaining a possession order from the Court, which will only be granted if we prove one of the grounds set out in the Housing Act 1985 (Schedule 2) and the Court thinks it is reasonable to make an order. We may seek a possession order if you break any of the terms and conditions of this tenancy. Your tenancy will only remain secure as long as you occupy the Property as your only or principal home. If you do not do this, the tenancy will continue but will be non-secure. We can then bring it to an end and regain possession of the Property much more easily.

#### Demoted tenancy

The Court can grant a demoted tenancy if it is satisfied that you have acted in a way which causes nuisance and annoyance to others or you have used the Property for an unlawful purpose. Your secure tenancy ends and is replaced with a demoted tenancy for a specified period.

With a demoted tenancy, you can be evicted more easily and you lose many of the rights of a secure tenant (for example, the right to sub-let part of the property, the right to assign and the right to make improvements).

**Notice of Seeking Possession** This is a legal notice which we have to serve if we want to bring your secure tenancy to an end. It will give you at least four weeks' notice that we intend to apply to Court for a possession order (except in cases based wholly or in part on nuisance/criminal activity or domestic violence) and it will inform you of our reasons (grounds) for doing so.

**Notice to Quit** If your tenancy ceases to be a secure tenancy otherwise than by a demotion order (e.g. because you are no longer occupying it as your only or principal home) we can bring it to an end by serving a Notice to Quit. This will give you at least four weeks' notice. When it expires, you will have no further right to remain in the property and will be treated as a trespasser.

**Section 128 Notice** If you have an introductory tenancy, we have to serve a s. 128 notice on you before we bring court proceedings to bring your tenancy to an end. It will inform you of our intention to bring proceedings and our reasons for doing so, and you will have a right to request a review of our decision. The Court has a very limited ability to refuse to make a possession order if we do bring proceedings.

**Section 143E Notice** This is the type of notice we will serve to bring your tenancy to an end if you have a demoted tenancy. It will inform you of our intention to bring proceedings and set out our reasons for doing so. It will also give you a right to request a review of the decision to seek possession. The Court has a very limited ability to refuse to make a possession order if we do bring proceedings.

**Possession order** An order made by the Court requiring you to move out of the Property by a specified date, and enabling the Council to ask a court bailiff to evict you if you do not leave. Sometimes the Court will grant a possession order which allows you to remain in the Property only as long as you comply with conditions.

## **SECTION 1 – GENERAL TERMS**

### **1.1. INTRODUCTORY TENANCY**

- 1.1.1. This agreement creates an introductory weekly periodic tenancy unless clause 1.2.1 applies.
- 1.1.2. The introductory tenancy will continue until 12 months after the tenancy was signed or commenced (whichever is later) unless we have served a notice of extension to extend the introductory tenancy period for a further 6 months, or issued you with Section 128 Notice (see 'Definitions' above).
- 1.1.3. Where we intend to extend the introductory tenancy period we will serve a notice of extension at least 8 weeks prior to the 12 months anniversary date. This will explain the reasons why we have taken this action. You will have the right to request a review of that decision; more information will be provided should this take place.
- 1.1.4. Where we intend to end the introductory tenancy we will serve a Section 128 Notice giving you at least 28 days notice of our intention to commence legal proceedings and the reasons why we have taken this action. You will have the right to request a review of that decision; more information will be provided should this take place.
- 1.1.5. Provided we have not taken steps to extend the introductory tenancy or issued you with a Section 128 Notice, this introductory tenancy will become a secure periodic tenancy on the first day after the 12 month anniversary of the signing or commencement of the tenancy (whichever is later).

### **1.2. SECURE TENANCY**

- 1.2.1. Where you were a secure tenant or an assured tenant of a registered social landlord immediately prior to the start date of this tenancy, and/or you are a sheltered housing tenant, then clauses 1.1.1 to 1.1.5 will not apply and this agreement creates a secure weekly periodic tenancy. Your tenancy will also become secure at the end the 12 month introductory tenancy, subject to any extension or possession proceedings, as set out in the section above.
- 1.2.2. Subject to clause 1.1 you will remain a secure periodic tenant so long as you occupy the Property as your only or principal home, you do not sub-let the whole of the Property or otherwise part with possession, and provided the Court does not grant a demoted tenancy.
- 1.2.3. We can only end your tenancy by obtaining a possession order from the Court on one of the grounds listed in Schedule 2 to the Housing Act 1985 (as amended or replaced from time to time). We will provide you with a complete copy of the grounds for possession if you ask us.
- 1.2.4. If you cease to occupy the property as your only or principal home, or if you sub-let the Property or otherwise part with possession, your tenancy will continue but will be non-secure. This means that we can terminate your tenancy by serving a Notice to Quit (see 'Definitions' above).
- 1.2.5. If you are a joint tenant, you will remain a secure periodic tenant so long as at least one joint tenant continues to occupy the Property as his/her only or principal home, even if you move out of the Property.

### **1.3. SERVICE OF NOTICES**

- 1.3.1. For the purposes of section 48 of the Landlord and Tenant Act 1987, our address for the receipt of legal notices and any other written communication arising from this agreement is Civic Offices, New Road, Grays, Thurrock, Essex RM17 6SL.
- 1.3.2. Any notice given by us will be deemed to have been properly served on you if addressed to you (or if you are joint tenants, to any one of you) at the Property and sent by first class post or delivered by hand to the property; or to your last known address if different. For the avoidance of doubt, section 196 of the Law of Property Act 1925 applies to this agreement.

### **1.4. RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.

### **1.5. OBTAINING OUR PERMISSION**

- 1.5.1. Where a clause in this agreement requires you to obtain our permission or consent, we will not refuse permission or consent unreasonably.
- 1.5.2. Where a clause in this agreement allows us to exercise our discretion in deciding what action to take, we agree that we will exercise our discretion reasonably and listen to any representations made by you.

### **1.6. DATA PROTECTION**

- 1.6.1. We will comply with the Data Protection Act 1998 and any replacement legislation, as amended from time to time.
- 1.6.2. We will allow you to inspect certain information which we hold about you and you can ask us to correct it or record your disagreement with the information we hold if you think it is wrong. We may charge you for providing copies of the information.
- 1.6.3. By signing this agreement, you agree that we can disclose personal information we hold about you to third parties if it is reasonable for us to do so in the course of our business as a provider of social housing. Examples of third parties that we may make disclosure to are other landlords, the police, other departments within the Thurrock Council or other Local Authorities, the Department for Work and Pensions and Support agencies. We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if otherwise permitted under the Data Protection Act 1998.

### **1.7. RIGHT OF SET-OFF**

If we are entitled to charge you costs or you are obliged to reimburse costs we have incurred under the terms of this agreement (for example where we have to do repairs or other work which you are responsible for, or where you owe us arrears of rent and/or other charges or court costs), we can set those costs against any money we owe you (for example by way of compensation for a breach by us of our obligations under this agreement, or where you are

entitled to a statutory payment such as a Home Loss or Disturbance Payment). This is what is called a right of set-off.

## **1.8. CHANGES TO THIS AGREEMENT**

Other than changes to the Total Weekly Payment, or if a new law changes the way this agreement works, the terms of this tenancy may be changed as set out in section 102 of the Housing Act 1985. This means we may change the terms of this agreement:

- By agreeing the changes with you; or
- By following the procedure set out in section 103 of the Housing Act 1985. This requires us to give you notice of proposed changes and give you a chance to comment on them. We will consider any comments you make before we vary the agreement in this way.

## **1.9. RIGHT TO CONSULTATION**

You have the right to be consulted before we make changes in matters of housing management and maintenance that are likely to have a substantial effect on you.

## **1.10. RIGHT TO INFORMATION**

You have the right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, rent setting, and our performance as a social landlord.

## **1.11. SUCCESSION RIGHTS**

### **All tenants**

1.11.1. Succession is where a tenant passes on his or her tenancy when they die.

1.11.2. A successor is someone who:

- Became a sole tenant on the death of their joint tenant; or
- Gained this tenancy as a result of a mutual exchange and was already a successor under their original tenancy; or
- Gained this tenancy as a result of a court order and the person ordered to transfer the tenancy was a successor; or
- Gained this tenancy by succession following the death of the previous tenant or under the will or intestacy of the previous tenant; or
- Gained this tenancy as someone who would have been entitled to succeed to the tenancy if the tenant had died.

1.11.3. If you were a joint tenant, upon your death the tenancy will pass to the surviving joint tenant(s). They will be treated as successors to the tenancy.

1.11.4. If you were a sole tenant, your tenancy may pass to someone else, as set out in the remainder of this section. However, regardless of what type of tenancy you have, there can only be one succession. Therefore, if you yourself were a successor as defined above, your tenancy will not pass to anyone else on your death.

- 1.11.5. If there is more than one person qualified to succeed to your tenancy, a spouse or civil partner (or a person who is to be treated as such) will always take precedence over another family member.

Where there is more than one person qualified to succeed with equal status, they must decide between themselves who the successor should be. If they cannot decide then we will be entitled to decide.

- 1.11.6. Succession will only be to a sole tenancy.

#### **Secure tenants only**

- 1.11.7. The law on succession rights is different depending on when your tenancy commenced:

If your tenancy commenced before 6<sup>th</sup> January 2014, when you die your tenancy will pass to your spouse or civil partner, provided that he/she was occupying the Property as his/her only or principal home at the time of your death. If you do not have a spouse or civil partner, the tenancy will pass to a member of your family who resided with you throughout the period of twelve months prior to your death.

If your tenancy commenced on or after 6<sup>th</sup> January 2014, when you die your tenancy will pass to your spouse or civil partner, provided that he/she was occupying the Property as his/her only or principal home at the time of your death. A person who was living with you as if they were your spouse or civil partner will be treated as such. No other person is legally entitled to succeed to the tenancy; however we may, exercise our discretion to grant a tenancy (which may be in respect of a different property) to an adult child (biological offspring, stepchild or adopted child) or adult sibling who has lived with you throughout the 5 years prior to your death. More information will be provided about this if requested.

#### **Introductory and Demoted tenants**

- 1.11.8. If your tenancy is still an introductory tenancy, or if your tenancy has become a demoted tenancy by virtue of a Court order, the succession rights are as follows:

- If you were a successor as defined above, there cannot be another succession. The tenancy will cease to be an introductory or demoted tenancy on your death, but will not become secure. It will be a non-secure tenancy.
- In any other case, the tenancy will pass to your spouse or civil partner, or if you do not have one, to another member of your family who was occupying the Property as their only or principal home at the time of your death, and who had resided with you throughout the twelve months prior to your death. That person will succeed to the tenancy. In the case of succession to an introductory tenancy, the tenancy will continue to be an introductory tenancy until the end of the 12 month trial period or any extension. In the case of succession to a demoted tenancy, the tenancy will continue to be demoted until the end of the period specified by the Court in the demotion order.

#### **1.12. RIGHT TO BUY (SECURE TENANTS ONLY)**

Provided you continue to be a secure tenant you may have the right to buy the Property under the Housing Act 1996 and any subsequent legislation. We will provide full current details if you ask us.

**1.13. RIGHT TO EXCHANGE (SECURE TENANTS ONLY)**

Provided you continue to be a secure tenant, you have the right to exchange this tenancy by way of assignment with that of another secure or assured periodic tenant of a registered provider or a local authority subject to obtaining our prior written consent, which will only be withheld on specified grounds as set out in Schedule 3 of the Housing Act 1985 as amended from time to time.

**1.14 RIGHT TO ASSIGN**

You are not entitled to assign your tenancy to any other person, except in the following circumstances:

- We give our prior written consent for you to exchange with another tenant (see clause 1.13);
- In the case of secure and introductory tenants only; we give our prior written consent for you to assign the tenancy to a person who would qualify to succeed to the tenancy if you died;
- If the tenancy is assigned by virtue of a Court order.

**1.15 COMPLAINTS**

We have a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. We will provide details of the scheme at your request.

**SECTION 2 – PAYMENTS FOR THE PROPERTY****2.1. WEEKLY PAYMENTS**

2.1.1. The Total Weekly Payment (see 'Definitions' above) is due in advance on the Monday of each week. You must pay it in full and on time. You must not allow your account to fall into arrears.

2.1.2. Where services are provided as part of this agreement you will pay a service charge, which is included in the Total Weekly Payment. The services provided and their charges are shown on page 1 of this agreement. The service charge may include a sum payable towards a sinking fund, which allows us to collect an amount to cover any unusually heavy costs for services which may have to be paid in the future.

2.1.3. You agree to ensure that payments presented to us in respect of your total weekly payment are not returned to us unpaid for whatever reason. We reserve the right to recharge you for any expense we incur from our bank in respect of failed payments.

2.1.4. If you are in receipt of housing benefit, it is your responsibility to ensure that you pay any shortfall between the amount of benefit you receive and the Total Weekly Payment due. If you ask us we will advise you of the payments you need to make.

2.1.5. We will offer a number of payment methods which will be advertised on our website.

2.1.6. You agree to meet all outgoings applying to the Property including water charges, Council Tax and electric and other costs whether metered or billed.

## **2.2. CHANGES TO THE TOTAL WEEKLY PAYMENT**

- 2.2.1. We may increase or decrease the Total Weekly Payment (or any element of it) by giving you not less than four weeks notice in writing of the increase or decrease. The notice will specify the new basic rent and the date you have to start paying it.
- 2.2.2. We will usually increase the basic rent element of the Total Weekly Payment with effect from the first Monday in April each year, but we reserve the right to increase on another date. We can reduce the Total Weekly Payment at any time.
- 2.2.3. Any increase in the Total Weekly Payment shall be made in accordance with our procedures which will be publicised and made available to you if you ask for them.
- 2.2.4. We may, after consulting with you and any other tenants affected, increase, add to, remove, reduce or vary the services provided. This may include adding services where you have not previously paid a service charge at all. We will establish a procedure for consultation which will be publicised and made available to you if you ask for it.

## **2.3. PREVIOUS TENANCY AND PREVIOUS TENANCY ARREARS**

- 2.3.1. This clause applies where immediately prior to the grant of this tenancy you were a sole tenant in another property owned by us ('the previous tenancy'), and the previous tenancy had not already been terminated. It also applies, if this is a joint tenancy, where all of the present joint tenants (and only those persons) were also joint tenants in another property owned by us, and that previous tenancy had not already been terminated.
- 2.3.2. You (and the other joint tenants if applicable) hereby surrender, and we accept your surrender of, the previous tenancy with the intent that the previous tenancy will from the date of this agreement absolutely cease and determine. Nothing in this clause will prevent either party taking any legal action in respect of any breach of the terms of the previous tenancy.
- 2.3.3. If you owed us any rent or other charges under a previous tenancy held by you (and the other joint tenants, if applicable), those arrears are included as rent lawfully due under this agreement, save that you agree to repay those arrears in accordance with the repayment schedule you have agreed with us and not as set out in clause 2.2 above. You understand that if you (or the other joint tenants) breach the repayment schedule, we may bring possession proceedings against you.

## **SECTION 3 – REPAIRS, MAINTENANCE AND IMPROVEMENTS**

### **3.1. OUR RESPONSIBILITY**

- 3.1.1. We will keep in good repair the structure and exterior of the Property. Details regarding our responsibility can be found in our Repairs Policy
- 3.1.2. We will keep in good repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity. This includes:
- Basins, sinks, baths, toilets, flushing systems and waste pipes;
  - Electric wiring including sockets and switches;



- Gas pipes and water pipes;
- Water heaters;
- Fireplaces and fitted fires;
- Central heating installations.

- 3.1.3. We will keep the communal areas (see definition section) in reasonable repair.
- 3.1.4. We do not have any duty to carry out the above repairs until such time as you tell us that they need doing. You must notify us promptly if any repairs are needed to the Property or the communal area which are our responsibility.
- 3.1.5. We do not have any duty to carry out repairs which are necessary as a result of wilful damage or neglect by you, your household or your visitors.
- 3.1.6. You must allow us access to carry out the repair in accordance with clause 3.8 below.
- 3.1.7. If we fail to carry out the repair within a reasonable timeframe you may be entitled to have repairs which are our responsibility carried out by another contractor. We will provide information about this if you ask us.
- 3.1.8. You are responsible for moving furniture and lifting carpets to allow repairs to be done. If carpets have been lifted to carry out a repair you agree that we cannot be held responsible for any damage.

### **3.2. YOUR RESPONSIBILITY**

- 3.2.1. You must treat the inside of the Property and all internal fixtures and fittings and communal areas in a tenant-like manner and make good any damage caused by you, your household, visitors, or pets; with the exception of fair wear and tear.
- 3.2.2. Acting in a tenant-like manner means doing minor jobs around the home. Examples include replacing light bulbs, fluorescent tubes, fuses, sanitary fittings such as toilet seats, plugs and chains to baths, basin and sinks, and clearing minor blockages to drains or waste pipes caused by you or members of your household.
- 3.2.3. You must keep the interior of the Property in a good and clean condition and, subject to clause 3.2.4 below, to decorate all internal parts of the Property as often as is necessary to keep them in good decorative order.
- 3.2.4. You must obtain our written permission before removing the wallpaper in any part of the Property and to reimburse us for any reasonable expenditure we incur in carrying out repairs to the Property which have become necessary as a result of wallpaper being removed where permission has not been granted.
- 3.2.5. You must ensure that drains and waste pipes are not blocked by the disposal of unsuitable matter, for example cooking oil, fat, nappies and sanitary items and to report to us promptly any problems with the drains and waste pipes.
- 3.2.6. You agree to promptly repair to our satisfaction any damage caused to the Property or to our installations, fixtures and fittings or the communal areas by you, your household or your visitors (including broken windows).

- 3.2.7. If you fail to repair any damage you or others have caused and we have to carry out repairs, you must reimburse us for any reasonable costs we incur in carrying out those repairs; whether to the Property, the internal fixtures and fittings, the installations or to the communal areas, including the cost of cleaning any blockage to drains or waste pipes. We can invoice you for these costs in which case any failure to pay will be treated as a breach of this agreement.
- 3.2.8. You must replace locks and/or lost keys where you lose your keys or to reimburse us for such costs if you ask us to do this for you
- 3.2.9. You are responsible for the repair and maintenance of your own domestic equipment including supply from the connection point except where we have expressly agreed to take responsibility for repair and maintenance. This includes for example, cookers, washing machines, fridges, freezers, doorbells and all other fittings and appliances supplied by you.
- 3.2.10. Where damage is caused by burglary or attempted burglary and the incident is reported to the police and a crime number is obtained, then damage to the property will normally be repaired by us.
- 3.2.11. In cases of unreported burglary or attempted burglary or where repeated burglary may be a result of illegal or inappropriate tenant behaviour, we will have discretion to insist on a recharge being applied.

### **3.3. INSURANCE**

We are responsible for maintaining insurance for the structure of the Property to cover risks such as fire, flood etc. This responsibility does not cover replacing your personal belongings and you are advised to take out adequate contents insurance of your own.

### **3.4. GAS SAFETY INSPECTIONS**

We will comply with our statutory duty to check any gas fitting and the flues serving it in the Property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning.

### **3.5. TEMPORARY DECANT OF THE PROPERTY TO ALLOW WORKS**

- 3.5.1. Where we are required to, or consider it necessary to, carry out repairs, improvement or other works to the Property or the building or estate of which the Property forms part (whether under the terms of this agreement or otherwise) and they cannot reasonably be carried out while you remain in occupation of the Property then:
- In exchange for us providing alternative temporary accommodation you will vacate the Property for as long as is necessary for us to carry out the works; (This is known as a “decant”) and
  - Upon the works being completed (as to the date of which our decision will be final) you will vacate the temporary accommodation and reoccupy the Property.
- 3.5.2. Where a temporary decant is necessary as described in clause 3.5.1 above we will assist with the removal and storage of personal possessions, which are non essential during the decanted period. Some items may remain in the property as long as they do not interfere with any work being carried out. However we will not accept any liability or responsibility for any damage caused to items whilst they remain in the property.

3.5.3. During the temporary decant period you will remain a secure tenant of the Property.

### **3.6. REPOSSESSION DUE TO WORKS/DEMOLITION ETC.**

Where it becomes necessary to move you permanently, for example where the property is being refurbished or demolished, we will seek possession of the property and in so doing will ensure that suitable alternative accommodation is available. You will be made a direct offer of an alternative property or awarded a high priority to bid for an alternative property where this is provided for in the Housing Allocations Scheme (as amended from time to time).

### **3.7. MAKING IMPROVEMENTS**

- 3.7.1. Provided you remain a secure tenant, you have certain rights to make improvements such as installing a new bathroom or kitchen. However, you may not make improvements, alterations and additions to the Property (including external decoration and additions to, or alterations to the installations, fixtures and fittings in the Property) without our written consent. You may also need other types of consent or permission (for example, planning permission or building regulations approval and relevant certificates e.g. electrical certificates).
- 3.7.2. At the end of your tenancy you must leave the improvements in place or reinstate the property to its original state before the improvements were made.
- 3.7.3. We will not unreasonably withhold consent but may make it conditional upon the work being carried out to a certain standard. In deciding whether to give consent we will consider matters including the safety of the Property for occupiers, any expenditure we may have to incur, and the impact on the value of the Property. Failure to seek our consent or to comply with our conditions will be a breach of your obligations under this tenancy.
- 3.7.4. You agree to reimburse us for any expenditure we incur in carrying out repairs to the Property as a result of your failing to obtain our consent or failing to carry out the works in accordance with our conditions or other statutory requirements.
- 3.7.5. At the end of your tenancy, you may have the right to be compensated for the costs of specified improvements you have carried out to the Property. If you ask us about this we will provide you with more information.

### **3.8. ACCESS AND HOME VISITS**

- 3.8.1. You agree to allow our employees, agents and contractors access to the Property at reasonable times to carry out a gas safety inspection, carry out a tenancy audit, inspect the condition of, or to carry out repairs or improvements or other works to, the Property, the installations, fixtures and fittings, the communal areas or adjoining property. You also agree to allow us access in order to show the Property to prospective tenants if you or we have taken steps to bring your tenancy to an end (for example, by serving a Notice to Quit or issuing possession proceedings).
- 3.8.2. We will normally give you at least 24 hours' notice if we require access and we will attempt to arrange a convenient appointment with you. However, immediate access may be required in an emergency. In the event of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to the Property. If we have to force entry to the Property, we will re-secure your home afterwards.

- 3.8.3. In the case of gas safety inspections, we will make written requests for access to your Property. However, if we are unable to gain access to your Property to carry out the inspection then we may be in breach of our statutory duties and your safety and the safety of others may be put at risk. In such circumstances we may take steps to end your tenancy due to breach of the above provisions, and/or we may seek an injunction from the Court to obtain access.
- 3.8.4. You agree to reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment or where you have failed to respond to a request for access. This may include the costs of forcing entry under clause 3.8.2.

## **SECTION 4 – TENANT BEHAVIOUR**

### **4.1. YOUR HOUSEHOLD AND VISITORS**

You are responsible for your behaviour as well as that of any joint tenant(s), all members of your household, any lodgers or sub-tenants and all visitors to the Property, including children. A breach of this agreement by any of those persons will be treated as a breach by you.

### **4.2. TENANCY FRAUD AND RELATED MATTERS**

- 4.2.1. You must not carry out or commit any fraud related to your occupation of the property. We take such matters extremely seriously and will take action if we discover that an incident of tenancy fraud has occurred, which may include criminal proceedings or seeking a possession order.
- 4.2.2. We may carry out additional checks and audits to enable us to prevent and detect tenancy fraud, which may include asking for identification documents, carrying out home visits and data sharing with other agencies.

Examples of tenancy fraud include, but are not limited to:

- Subletting the Property or any part of it, or assigning the tenancy, without our express permission (whether for profit or not);
- Selling the keys to the Property to others;
- Abandoning the Property;
- Not telling us the truth about your circumstances which induced us to grant you the tenancy;
- Using false documents/making false statements in applications to the Council's housing department (for example, applications for an exchange or in respect of the right to buy);
- Housing benefit and council tax fraud.

### **4.3. ANTI-SOCIAL BEHAVIOUR, NUISANCE AND ANNOYANCE**

- 4.3.1. This tenancy is granted to you in reliance on your promise to us that in respect of any previous accommodation occupied by you, whether provided by us or not, you, other occupiers of that accommodation or visitors to that previous accommodation have not been subject to court proceedings relating to anti-social behaviour, harassment or nuisance.

- 4.3.2. In so far as any such court proceedings have been started, you have declared them to us prior to you signing this Agreement. If we find out that you have not made full disclosure of any relevant information under this clause, this will be treated as a breach of this agreement and we may take steps to end the tenancy.
- 4.3.3. You, your household, lodgers, sub-tenants and your visitors must not to do anything in the Property or in the locality which causes or may cause a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the locality, or to any of our tenants, agents, employees or contractors.
- 4.3.4. Examples of things which cause nuisance, annoyance and inconvenience include, but are not limited to, the following:
- Violence (actual or threatened) or other threatening or abusive behaviour including harassment, intimidation or bullying, domestic abuse or violence, forced marriage and honour based abuse.
  - Hate-related incidents (i.e. those based on race, sexual orientation, gender, disability, religion, or age).
  - Drug or alcohol abuse (including being drunk so as to cause a nuisance) or drug dealing, production, cultivation or storage (by 'drugs' we mean substances which are controlled under the Misuse of Drugs Act 1971 or any other legislation).
  - Other criminal activity in the Property or the locality.
  - Creating noise in the Property or the locality at a level which is intrusive or annoying to others, for example by playing loud music, having the television on at a loud volume, singing loudly, arguing and shouting, swearing, slamming doors, doing DIY at unsociable times or for prolonged periods.
  - Becoming a member of a gang. By 'gang', we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is *"a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern"*.
  - Vandalism, graffiti or damaging property.
  - Displaying offensive notices or advertisements.
  - Dumping rubbish or discarding litter in the communal areas, or throwing things out of windows or over balconies.
  - Allowing dogs to bark and foul in the Property or the communal areas.
  - Failing to properly control your children, for example by allowing them to throw stones or play ball games in undesignated areas.
  - Breaking communal security (for example by providing keys to non-residents or allowing strangers into the communal areas).
  - Making false or malicious complaints to us about neighbours.
  - Abusing, assaulting, threatening, harassing or obstructing our employees, contractors, agents, or Council members in person, by telephone, in writing or in any other way while they are carrying out their job, whether at the Property or elsewhere (e.g. our offices).
- 4.3.5. We take complaints of anti-social behaviour seriously and we will always investigate complaints made to us in accordance with any policy which we may publish from time to time.
- 4.3.6. If you, your household or your visitors behave in an anti-social manner, we may take steps against you which may include:
- Asking you to sign an acceptable behaviour contract/agreement

- Seeking an anti-social behaviour injunction from the Court;
- Seeking an anti-social behaviour order from the Court;
- Seeking a court order granting a demoted tenancy (see definition section);
- Seeking a possession order from the Court.

4.3.7. If we obtain any of the Court orders mentioned, we will ask the Court to order you to pay our legal costs.

#### **4.4. PETS**

4.4.1. If your tenancy commenced before 6<sup>th</sup> January 2014, clauses 4.4.2. and 4.4.3. do not apply to you and any pets kept in your property as of 6<sup>th</sup> January 2014. For the avoidance of doubt, the clauses in this section will apply to all tenants who wish to acquire new pets after 6<sup>th</sup> January 2014.

4.4.2. You must obtain our permission in writing before keeping any animal, bird or reptile at the Property. The grant or refusal of permission is within our discretion and, if granted, may be subject to conditions and may be withdrawn at any time if we consider that the animal, bird or reptile is causing a nuisance, damaging the Property or is being mistreated by you or any member of your household or visitor. We will give reasonable notice to you giving our reasons for withdrawal of permission.

4.4.3. Permission will not normally be given to keep a dog (other than a guide dog, hearing dog or other service dog) if the Property is a flat or maisonette without the sole use of, and direct access to, a garden.

4.4.4. Any dog kept in the Property must be micro chipped regardless of when the dog was acquired.

4.4.5. We will not give permission to keep breeds of dogs which are prohibited under the Dangerous Dogs Act or any subsequent legislation.

4.4.6. Dogs must be kept on a lead in communal areas.

### **SECTION 5 – USE OF THE PROPERTY**

#### **5.1. QUIET ENJOYMENT**

5.1.1. We will give you exclusive possession of the Property at the commencement of the tenancy, which you will enjoy throughout its duration.

5.1.2. We will not interrupt or interfere with your right to peacefully occupy the Property, except where access is required (in accordance with clause 3.8 above). Where access is required, we will give reasonable notice, except in cases of emergency.

#### **5.2. OCCUPATION OF THE PROPERTY**

5.2.1. You agree to take possession of the Property at the commencement of the tenancy as your only or principal home and not to assign your tenancy without our permission, part with possession of the Property, or sub-let the whole.

- 5.2.2. If your tenancy is a secure tenancy, it will cease to be secure if you cease to occupy the Property as your only or principal home, or otherwise part with possession or sublet the whole of it (or sub-let part and then the remainder). We may then serve a Notice to Quit (see 'Definitions').
- 5.2.3. You must not leave the Property for more than a single period of 28 days without informing us in advance and providing details of who can provide access to the Property during the period of absence should it be required by us.
- 5.2.4. You must also tell us when you anticipate returning to the Property and the reason for your absence. If you do not inform us, we may treat you as having parted with possession of the Property and lost your secure tenancy, and we may take action to repossess the Property.

### **5.3. USE OF PROPERTY**

- 5.3.1. You agree to use the Property for residential purposes as your only or principal home.
- 5.3.2. You must use the Property in a responsible and reasonable manner and not to use the Property, or allow it to be used, for any illegal, criminal, improper or immoral purposes. Examples of illegal or immoral purposes include:
- storing or distributing racist or illegal pornographic material;
  - storing or sale of stolen goods;
  - using illegal drugs or supplying drugs to others;
  - using the Property as a haven for those committing crime and/or anti-social behaviour in the locality.
- 5.3.3. You must not operate a business from the Property without our prior written consent. Any decision made will include an explanation or terms of the agreement. Any consent that we give as your landlord does not relieve you of the need to obtain any other necessary consent (e.g. planning permission).

### **5.4. OVERCROWDING**

The maximum occupancy of the Property is shown on page 1 of this agreement. You must not allow more people than this to reside at the property.

### **5.5. LODGERS AND SUB-LETTING**

- 5.5.1. Whilst you are an introductory or demoted tenant you are not allowed to take in a lodger or sublet any part of the Property
- 5.5.2. Provided you continue to be a secure tenant, you may take in a lodger. However, you must tell us the name, age and sex of the intended lodger and what part of the Property they will live in.
- 5.5.3. Provided you remain a secure tenant, you have a right to sub-let part of the Property. However, if you wish to do this, you must first obtain our consent in writing. We will not withhold consent unreasonably. We will refuse consent if it would lead to the maximum occupancy of the property being exceeded.
- 5.5.4. You are not allowed to grant a sub-tenancy or part with possession of the whole of the Property. Nor may you grant a sub-tenancy of part of the property and then the remainder. If

you do so, your tenancy will cease to be secure and we may take steps to evict you. Your right to this tenancy and the below market rent payable by you is dependent on this and each and every time you pay rent you represent to us that you have complied with this clause.

- 5.5.5. In accordance with clause 4.1, you will remain responsible for the conduct of any lodger or sub-tenant.

## **5.6. PROHIBITION ON HAVING AN INTEREST IN OTHER PROPERTY**

- 5.6.1. If your tenancy commenced before 6<sup>th</sup> January 2014, clauses 5.6.2. does not apply to you in relation to any property or interest in land you had on 6<sup>th</sup> January 2014. For the avoidance of doubt, the clauses in this section will apply to all tenants who acquire any new property, or interest in land on or after 6<sup>th</sup> January 2014.
- 5.6.2. Throughout the duration of your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy.
- 5.6.3. If you inherit a property after the commencement of your tenancy, clause 5.6.2 will only be broken once you have owned the inherited property for more than 12 months.
- 5.6.4. In deciding whether to take any action in respect of a breach of clause 5.6.2 we will take into consideration:
- whether the property is fit to live in;
  - whether you have acquired the property for a holiday home only and whether it is suitable for that purpose;
  - whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances;
  - whether it would be reasonable in all circumstances for you to sell the property.

## **5.7. FLOORING**

- 5.7.1. You agree to install (if not already installed) and maintain to all floors in the Property which are situated above another flat or maisonette, an appropriate noise attenuating floor covering such as carpet and underlay in sitting rooms, bedrooms, hallways and on stairs; and linoleum in kitchens, bathrooms and WCs, unless we provide you with written consent to do otherwise.
- 5.7.2. In most situations, we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering.

## **5.8. SATELLITE DISHES**

- 5.8.1. You must not affix a satellite dish to any part of the interior or exterior of the Property or communal areas without our prior written permission. The grant or refusal of permission is within our discretion and, if granted, may be subject to conditions and may be withdrawn at any time on reasonable notice to you giving our reasons for withdrawal of permission.
- 5.8.2. You agree to reimburse us for any expenditure we incur in carrying out repairs as a result of damage caused to the Property or communal areas by the installation of satellite dishes.



## **5.9. VENTILATION AND SMOKING**

- 5.9.1. You must ensure that all rooms in the Property are kept properly ventilated by opening windows and using any other specific ventilation means provided at the Property e.g. fans, extractors, expel air appliances etc.
- 5.9.2. Smoking is permitted in the Property and any attached garden. You are not allowed to smoke or allow any member of your household or visitor to smoke, in any communal areas.
- 5.9.3. For the purpose of this agreement, smoking is defined as the burning of any type of cigarette, pipe or cigar, or the consumption of any other product which contains tobacco or similar substance, including vapour cigarettes.
- 5.9.4. You must refrain from smoking, or allowing any other person to smoke, in the Property for a minimum period of 30 minutes prior to any pre-arranged visit to the Property by any of our staff or contractors and during any such visit.

## **5.10. GARDENS, BALCONIES AND COMMUNAL AREAS**

- 5.10.1. If you have the use, whether shared or sole use, of any garden, balcony or communal area inside or outside the Property, then, unless you pay a service charge for us to maintain those areas, you must ensure they are kept in a clean and tidy condition. This includes the regular cutting of grass, weeding of borders, maintenance of trees and keeping the areas free from rubbish or other sources of nuisance e.g. dog fouling.
- 5.10.2. If a garden which is your responsibility becomes overgrown or cluttered so as to cause a nuisance and there is no good reason why you cannot clear and tidy the garden, we may, after writing to you first giving you an opportunity to do the work, clear the garden and recharge you the reasonable costs of having to do so.
- 5.10.3. You must not use balconies or any communal areas to store anything and you must not obstruct communal areas.
- 5.10.4. You must not keep mopeds, motorbikes, bicycles, or other items which might cause an obstruction, in the communal areas and you must not jam open doors in the communal areas or allow members of your household or visitors to do so.
- 5.10.5. You must obtain our written permission before removing or planting trees, hedges, or bushes or removing or erecting fences, walls, boundary features or other garden structures or installing a fishpond. If you break this condition, we may require you to return the garden to its original state or, if you fail to do so within a reasonable time, do the work ourselves and recharge you the reasonable costs of doing so. Any fencing erected by you with our prior written permission must be maintained by you to a reasonable standard.
- 5.10.6. You agree to use the dustbins or other methods of refuse disposal provided. For large items, you should make arrangements for disposal yourself. Any hazardous items (such as glass, asbestos, medicines or hypodermic syringes) must be disposed of safely.
- 5.10.7. You must not dump rubbish in the communal areas or in the locality of the Property or allow rubbish to cause an obstruction or risk causing unsanitary or unhygienic conditions.

- 5.10.8. If you identify a health and safety hazard in any communal area, such as an exposed electrical wire, spillage or trip hazard, you agree to report this to us immediately.
- 5.10.9. You must not install, or allow to be installed, any temporary fixtures to communal areas such as trampolines, swimming pools, bouncy castles or slides.

#### **5.11. INFESTATION**

- 5.11.1. You must take reasonable steps to avoid doing anything which encourages an infestation of insects, pests or vermin in the Property or in the communal areas. Throwing scraps of food out of windows into gardens can lead to infestations and must be avoided.
- 5.11.2. Where an infestation arises as a direct result of you failing to take reasonable steps we may recharge you the reasonable costs of any de-infestation treatment which may be necessary.

#### **5.12. VEHICLES AND MOBILITY SCOOTERS**

- 5.12.1. You agree not to block any estate road, local roadways, garages or other vehicular access and to keep them and car parking spaces whether communal or not, clear of un-roadworthy, unlicensed, untaxed, uninsured vehicles and other obstructions.
- 5.12.2. You agree not to carry out repairs to any motor vehicle which will take more than one day, at or around the Property (including in any garden, or on any hard standing), nor to do so on any estate road, vehicular access road or parking space in the locality.
- 5.12.3. Major car repairs such as engine replacement, brake and panel replacement and body spraying are strictly prohibited.
- 5.12.4. You agree not to park a caravan, trailer or boat in any garden, forecourt, driveway, parking space whether communal or not, or on any estate road or vehicular access road in the locality without our prior written consent.
- 5.12.5. You agree to comply with any parking schemes in place on the estate where the Property is situated.
- 5.12.6. Abandoned vehicles and vehicles parked in unauthorised areas, or otherwise than in compliance with any parking scheme, may be immobilised or removed by us and we will seek to recover the costs of removal from the owner.
- 5.12.7. You must not store a mobility scooter at the Property unless you obtain our permission first. Permission will only be granted if there is a safe space to charge and store the scooter and it does not pose a health and safety risk. Our decision will be made in writing explaining the reason for any refusal.

#### **5.13. PARAFFIN AND GAS AND OTHER DANGEROUS ITEMS**

- 5.13.1. You must not use any paraffin or liquid gas stove or heater, or store any inflammable substances at the Property, except normal household items, which you must store in a safe place as advised by the instructions for their use.

- 5.13.2. You must not keep at the Property any type of firearm or ammunition unless you have a relevant permit and unless we give permission in writing. Any such permission may later be withdrawn by us.

## **SECTION 6 – THE END OF THE TENANCY**

### **6.1. ENDING THE TENANCY**

- 6.1.1. If, whilst you are an introductory tenant, there is a need to bring the tenancy to an end, i.e. as a result of rent arrears or anti-social behaviour, we will serve a section 128 Notice on you ('see 'Definitions' above). This will provide you with 28 days notice of our intention to bring possession proceedings and you will have a right to seek a review of that decision. Further information regarding the review process will be provided to you in the event that it becomes necessary.
- 6.1.2. As long as you remain a secure periodic tenant, we cannot end your tenancy without obtaining a possession order from the Court and enforcing that order. We will first serve you with a Notice Seeking Possession (see 'Definitions' above).
- 6.1.3. If you cease to be a secure tenant (for example, if you cease to occupy the property as your only or principal home), and provided your tenancy has not been demoted, we can bring your tenancy to an end by simply serving a Notice to Quit (see 'Definitions' above). We do not have to give any reasons for doing so.
- 6.1.4. If your tenancy has become a demoted tenancy, we may bring it to an end by serving you with a Section 143E Notice (see 'Definitions' above) and applying to the Court for a possession order. You will have a right to seek a review of that decision. Further information regarding the review process will be provided to you in the event that it becomes necessary.
- 6.1.5. If you wish to bring this tenancy to an end, you must give us at least four weeks' notice in writing (a 'Notice to Quit'). The notice must specify a date on which your tenancy will end, which must be the Sunday after the expiry of four weeks from the date of the notice. If you vacate the property without giving proper notice you will remain liable for the Total Weekly Payment.
- 6.1.6. If this is a joint tenancy it will be ended if any joint tenant gives us a Tenant's Notice to Quit, regardless of whether the other joint tenant(s) agree.

### **6.2. DEATH OF THE TENANT**

- 6.2.1. Where you or a joint tenant die, your next of kin, executor or other family member should advise us of the death as soon as possible.
- 6.2.2. When you die, someone else might be entitled to take on the tenancy. This is called 'succession'. This is explained in clause 1.11 above, and we will provide further information and advice if you ask for it.
- 6.2.3. When we receive notification of death we will discuss the arrangements for returning the property with the next of kin or executor. One weeks' rent free period will be agreed to allow the next of kin or executor time to clear the property. More time may be agreed if required, but the rent would then be due from the deceased's estate.

- 6.2.4. Where there are no succession rights, we will usually serve a Notice to Quit on the executor. Where there is no executor, the notice will be served on the Public Trustee.

### **6.3. MOVING OUT OF THE PROPERTY**

- 6.3.1. At the end of the tenancy you must give us vacant possession and return all the keys and any access cards/fobs etc. You must secure the Property when you leave.
- 6.3.2. When you move out, you must remove all furniture belonging to you, personal possessions and rubbish. You must leave the Property, communal areas and our fixtures and fittings in good condition and repair and in a clean and hygienic condition having regard to their condition at the start of the tenancy.
- 6.3.3. You must reimburse us for any expenditure we incur in putting the Property, communal areas and fixtures and fittings in good tenable condition, if their poor condition is due to the misuse, neglect or actions of you, other occupiers in the Property or your visitors.
- 6.3.4. We accept no responsibility for anything left at the Property by you.
- 6.3.5. If you fail to remove all your property and possessions from the Property at the end of the tenancy, we will remove the items and place them in storage. We will take reasonable steps to contact you regarding your property and possessions and to arrange for you to collect them. However, we hereby give you notice that any possessions left in the Property must be collected within one month from the date you vacate. If you fail to collect your items within that period, we will take ownership of them under section 41 of the Local Government (Miscellaneous Provisions) Act 1982 and we may then sell or dispose of those items as we see fit.
- 6.3.6. You must reimburse us for any reasonable expenditure we incur in the removal and /or storage of any items left at the Property or in the communal areas by you at the end of the tenancy.