

Appendix 1 – The current tenancy agreement

TENANCY AGREEMENT – SECURE TENANCIES

This is a Tenancy Agreement between the Tenant(s) and the London Borough of Haringey (“the Council”) concerning the letting of the property (the address is overleaf). Both parties to this Agreement have certain rights and obligations which are set out below. If you are a joint tenant, the term “tenant” refers to both tenants or all of them.

A. WHAT YOU MUST DO AS A SECURE TENANT

A1. Rent

Your rent and other charges are shown in your rent detail notification.
You must pay the rent and other charges regularly and promptly.

A2. Nuisance

The tenant or anyone who is living in the dwelling or their guests shall not cause nuisance or annoyance to neighbours in the dwelling or in any part of the communal parts or in the vicinity of the premises or use the dwelling or allow it to be used for illegal purposes. The tenant must not hold or permit to be held any party at the dwelling nor advertise or permit to be advertised any such party.

A3. Harassment

The tenant or any person on the premises whether permanently or temporarily must not at any time or in any place commit any acts which cause a nuisance, annoyance or disturbance which amount to harassment on the grounds of race, sex, sexual orientation, religious belief or disability of other local residents.

Harassment is interference with the peace or comfort of any person.

A4. Obtaining Permission

You must get written permission from the Council:

- I. If you want to use your home for trade or business or for any purpose other than a private dwelling. (This includes the garden and garage, if any. Consent will be refused if the trade or business is likely to cause nuisance or annoyance to others).
- II. Before making alterations.
- III. If you wish to exchange your tenancy.
- IV. Before sub-letting any part of the property
- V. The Council will not unreasonably withhold consent but may set conditions for (i) and (ii). If you do not comply with the conditions, the Council may withdraw its consent.

You may not sub-let or part with possession of the whole of your Council property.

A5. Maintaining the decorations

You are responsible for decorating the inside of your home as necessary unless you are elderly or have a disability.

A6. Maintaining the Garden

If you have a garden, you must maintain all garden space free from rubbish and in a tidy condition.

A7. Cleaning

You are responsible for cleaning the area outside your own front door. In blocks of flats or maisonettes, you are responsible for cleaning communal landings and passages adjacent to your flat or maisonette, unless this is the responsibility of a person employed by the Council.

A8. Other Members of Your Household. Sub-Tenants and Guests

In the following clauses 8-14, where these rules set out things you must do or must not do as a tenant, they also apply to other members of your household and to sub-tenants and your guests. If any sub-tenant or guest is doing something against these rules, you must take steps to remove them from your

home. If you do not do this, the Council can take action against you where a sub-tenant or guest has done something against the Conditions of Tenancy.

A9. Damage to the property

You must not cause damage to your property, the Council's fixtures and fittings, any furniture provided by the Council or any common parts.

You must also make sure that the Council's property does not deteriorate through neglect by you. You should notify the Council as soon as possible of any defect in the property.

You will be responsible for any repairs that are needed because of deliberate damage to your property (fair wear and tear is not deliberate damage).

A10. Parking and Garages

You must not park any private, heavy trade or commercial motor vehicle or caravan unless a garage or hard-standing is provided.

You must not park any vehicle in a position where it could obstruct emergency access or exit points or access to other parking spaces or garages, or which could cause inconvenience.

You must remove any unroadworthy vehicle belonging in your possession from shared access roads or other communal areas a Council estate within four weeks of a written request to do so from the Council. (Abandoned vehicles may be removed by the police, if on the public highway or on open land, or by the Council if they are on Council land).

A11. Inflammable Materials

You must not store quantities of inflammable materials or gas on the premises, other than may be reasonably required for domestic use.

A12. Pets

You must ensure that any domestic pet is kept under control.

If your flat or maisonette does not have its own garden for your exclusive use (this does not include communal gardens), you must not keep more than one dog or cat (but not one of each). You may keep an additional dog or cat which you owned at 1st April 1996, if you were a Council Tenant at that time.

You must comply with the requirements of the Dangerous Dogs Act 1991.

Dogs must be kept on a lead whilst on estate roads or in any other part of the communal parts of any housing estate.

Dogs must not be allowed to foul pavements or verges of estate roads or any part of the communal parts of any Council housing estate.

Dogs must not be allowed to enter any fenced play-areas of any Council housing estate.

A13. Giving Access

You must allow reasonable access to officers or agents of the Council to enter the premises to inspect the state of repair or to carry out repairs, maintenance or improvements to the premises or to adjoining premises.

A14. Council Employees.

You must comply with the reasonable request of the Council's employees relating to the use of the premises and the Council's property, and must not hinder, obstruct, abuse, threaten or assault them in the performance of the duties.

A15. Abuse and Violence.

The Tenant or anyone who is living in the dwelling of their guest must not abuse, threaten or assault any neighbour, local resident or their guests, in the dwelling or in the vicinity of the dwelling.

A16. Violence in the Home.

The Tenant or anyone who is living in the dwelling must not commit, cause or threaten violence against a member of the tenant's household which would justify that person leaving the dwelling.

A17. Ending a Tenancy

You must give four weeks' notice in writing to the Council if you want to leave.

You must leave the Council's fixtures and fittings in the same state as they were at the beginning of the tenancy except for:

- (a) Fair wear and tear.
- (b) Any improvements made by the Council.
- (c) Any improvements made by you if you.

Before you leave you must clear out all your furniture and possessions and leave the property clean and tidy. Any belongings left in the property will be treated as abandoned and the Council may dispose of them as it thinks fit. You must give all keys to your local housing office, including those for any storeroom, controlled entry system or garage.

B. RESPONSIBILITIES OF THE COUNCIL

The Council is responsible for:

- B (a) Keeping the structure and exterior of the property in good repair, including gutters, drains and external pipes.
- B (b) Keeping in good repair and proper working order the Council's installations for space heating, water heating, draining and sanitation, and for the supply of water, gas and electricity.
- B (c) In the case of flats, taking reasonable care to keep common entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and other common parts in reasonable repair.
- B (d) Carrying out those repairs which are the Council's responsibility within the current time limits.
- B (e) Making reasonable arrangements to keep tidy all external communal spaces and communal hedges on its housing estates.
- B (f) Decorating the exterior and communal parts of the interior every five years.

These obligations are subject to the Council's right to make good and charge the tenant for wilful damage or neglect caused to the premises and communal amenities where provided.

The Council shall:

- B (g) Enquire into the reasons for failure to pay the rent and other charges due, and shall take all reasonable steps to provide financial counselling before going to Court to recover money owed.
- B (h) Provide information on Council policy on transfers and rehousing.
- B (i) Ensure that tenants receive the current edition of the Tenants' Charter.
- B (j) Give tenants 4 weeks' prior notice before increasing the net rent; 1 weeks' prior notice before increasing the district heating charge.
- B (k) Consult tenants on any proposed alteration in tenancy conditions and give 4 weeks' notice of any alteration.
- B (L) Give 24 hours' notice in writing of any visit to the premises to inspect, if a repair or inspection is being carried out other than in response to a request from the tenant. As an exception to this, an employee or agent of the Council may enter without notice if there is an emergency which might result in personal injury or damage to the tenant's home or to neighbouring properties.
- B (m) Give tenants 4 weeks' prior notice to quit in writing if the tenancy ceases to be secure tenancy and the Council wishes to terminate the tenancy.

In accordance with Section 48 Landlord and Tenant Act 1987, notice is hereby given that the address at which notices (including notices in proceedings) may be served by you as tenant on your landlord is: The Director of Housing, Apex House, 820 Seven Sisters Road, London N15 5PQ.

Any notice required and authorised by or under this tenancy or under any enactment to be given to or served on the tenant by the Council may be so given or served by delivering it to the tenant, or by leaving it addressed to the tenant at the property, or by sending it by first class post addressed to the tenant at the property.