

Appendix 3 Final Proposed Tenancy Agreement

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Tenancy agreement – secure tenancies

This is a tenancy agreement between you the tenant(s) and (the London Borough of Haringey) (“the Council”), concerning the letting of the property described on pages 1 and 2.

You have a secure tenancy under the Housing Act 1985.

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 each tenant, or both or all of you.

WHAT YOU MUST DO AS A SECURE TENANT

Use of the property

1 You must use the property as your only or main home.

2 You must not sublet or give up the whole of the property to anyone.

3 You must not sub-let part of your home without the written the permission of the Council.

4 You must let the Council know if you will be away from home for more than a month.

5 You, or anyone staying in or visiting your home, must not keep belongings (including bicycles or mopeds) in any communal areas, such as landings, corridors, entrance halls and stairs. You, or anyone staying in or visiting your home, must not block any shared areas, including access routes.

6 You, or anyone staying in or visiting your home, must not run a business or carry out a trade without prior written permission from the Council. The property includes the garden, outside space and garage, if any are included in your tenancy.

7 You, or anyone staying in or visiting your home, must not use the property or let it be used for any immoral or illegal purpose. This includes selling, cultivating or storing drugs, keeping illegal or unlicensed firearms or weapons, prostitution or handling stolen goods.

8: You, or anyone staying in or visiting your home, must not keep any bottled gas or petrol in your home or in communal areas. You, or anyone staying in or visiting your home, must not keep quantities of paraffin or any other inflammable or dangerous material in your home or in shared areas, except those that are reasonably needed for normal domestic use.

9 You, or anyone staying in or visiting your home, must put rubbish in the chutes or bins provided.

10 If you have been provided with recycling bins, you or anyone staying in or visiting your home must use them appropriately.

11 You, or anyone staying in or visiting your home must get rid of bulky items (too large to fit in bins) by putting them in the designated areas (if there are any) or by making arrangements for them to be collected.

12 You, or anyone staying in or visiting your home, must use any shared areas and facilities in a reasonable way. You, or anyone staying in or visiting your home must not leave litter or rubbish in any part of the communal areas or on any part of the estate, if your home is on an estate.

13 You, or anyone staying in or visiting your home, must not block drains, pipes or gutters in your home or in the building where your home is situated.

14 You must comply with the reasonable requests of the Council's employees or agents relating to the use of your home and the Council's property, and must not hinder obstruct abuse, threaten or assault them in the performance of their duties.

15 You must allow Council officers or agents to take a photograph of you and to keep your photograph on our records as part of the Council's Tenant Audit System, designed to prevent and detect fraud. The Council will not pass on this photograph to anyone, except under data-protection law. For more information, see the Tenants' Charter.

16 You are responsible for every person staying in or visiting your home. If someone is causing this agreement to be broken, you must contact the Council and you must take reasonable steps to stop him or her. In some cases, reasonable steps may include asking that person to leave your home or getting a court order against him or her. If you do not do this, the Council can take legal action against you.

Rent

17 Your rent and other charges, such as water charges, are shown on page 1 of your tenancy agreement. You must pay the rent and other charges in advance on or before each Monday, unless you have written permission from the Council to do otherwise.

18 Each joint tenant is responsible for all of the rent and any arrears.

19 You could lose your home if you do not pay your rent and other charges. You must contact the Council if you have difficulty paying your rent. There are details of where to contact us in the Tenants' Charter.

20 You must pay any arrears or other charges relating to a previous tenancy if they are described in this agreement.

21 If you have to pay former tenancy arrears or other charges under this agreement, they will not be treated as rent but you must allow the Council to recover those payments when you pay your rent.

Violence and abuse

22 You, or anyone staying in or visiting your home, must not assault, abuse or threaten any person in or visiting your home or the locality of your home.

23 You or anyone staying in or visiting your home must not use or threaten domestic violence. This includes physical, sexual or psychological violence against or abuse of the tenant or any member of the

tenant's household. Such behaviour may result in the Council taking action to evict you from your home. This action can be taken even in the absence of a conviction.

24 You, or anyone staying in or visiting your home must not assault, threaten or abuse any Council staff, agents or persons sent by the Council.

Antisocial behaviour

25 If you or anyone staying with you or visiting you, breaks the terms of this agreement, the Council may decide to ask the court to evict you. We may take other action to deal with harassment, nuisance, annoyance and other types of anti-social behaviour. This may include applying to exclude you or your family members or visitors from your home or the locality. You can find details in the Tenants' Charter.

Nuisance

26 You are responsible for the behaviour of people staying in or visiting your home.

27 You must not hold or allow a party to be held at your home. You must not advertise or allow a party to be advertised at your home.

28 You, or anyone staying in or visiting your home, must not do anything which causes or is likely to cause a nuisance or annoyance to anyone staying in or visiting the locality of your home. The locality includes communal parts and parts of the estate if any and areas near your home.

Clause 29: Examples of behaviour which is likely to cause nuisance and annoyance are:

- banging doors, shouting and playing loud music;
- allowing family members to behave in an unruly way;
- putting graffiti on Council property; and
- using the property for illegal or immoral purposes, including prostitution and using and supplying any illegal substance.
- putting out food for squirrels, pigeons etc.

This is not a complete list. Please contact us if you are not sure about what behaviour causes nuisance and annoyance. Contact details are given in the Tenants' Charter.

Harassment

30 You are responsible for the behaviour of people staying in or visiting your home.

31 You, or anyone staying in or visiting your home must not harass any other person on the grounds of race, gender, sexual orientation, religious belief or disability or for any other reason. Harassment means interfering with the peace or comfort of any person.

32 Examples of harassment include:

- threats or acts of violence to other people;
- aggressive gestures;
- verbal abuse, such as name-calling; and
- making false complaints.

This is not a complete list. Please contact the Council if you are not sure about what behaviour causes nuisance and annoyance. There are contact details in the Tenants' Charter.

Obtaining permission

33 You must get advance written permission from the Council in the following circumstances:

33a If you want to use your home for trade or business, or for any purpose other than a private home. This includes the garden and garage if any. We will refuse permission if the trade or business is likely to cause nuisance or annoyance to other people.

33b: Before making alterations or improvements to the property or outside areas. This includes:

- removing any fixtures or fittings belonging to the Council (this includes kitchen or bathroom fittings)
- structural alterations such as removing walls or partitioning
- installing burglar-proofing equipment, such as steel doors, grill doors or window bars; and
- installing any permanent wall finishings, such as coverings that are glued or nailed to the walls (examples include and ceramic wall tiles);
- installing any permanent floor finishings, such as coverings that are glued or nailed to the floor (examples include laminated or wood flooring, and ceramic floor tiles);
- putting up any structure on the spaces outside your property, such as putting up sheds or fences or installing a satellite dish.

33c:

- from Day/ Month/ 2006, before installing a hard floor such as wood, laminate or ceramic tiles or exposing bare floorboards in the property. A requirement for permission is that you must install a high quality acoustic underlay of a grade approved by the Council.

33d If you want to keep a large item, such as a boat, in the garden.

33e If you wish to exchange your tenancy.

33f Before subletting any part of the property.

34 The Council will not refuse permission unless there is a good reason. We may give permission subject to certain conditions. If you do not comply with the conditions the permission will be withdrawn

35 You may also need planning and building regulation approval before you carry out improvements or alterations to your home. You will need to apply for this separately.

The condition of the property

36 You are responsible for day-to-day repairs, such as replacing bath plugs and light bulbs.

37 You are responsible for certain repairs inside your home, such as repairing internal doors, fixtures and fittings such as floor coverings (including tiling), kitchen cupboards, drawers, work surfaces, and curtain tracks and rails. This is not a complete list. See the Repairs Handbook for more information.

38 You are responsible for repairing your own fittings, fixtures and equipment.

39 You must keep the property and the area outside your own front door clean and tidy.

40 You are responsible for decorating inside the property.

41 If you do not carry out the repairs you are responsible for after the Council has asked you to, the Council may do the repairs and charge you.

42 You, or any person staying in or visiting your home, must not cause any damage to the property or any communal areas. This includes damage caused by neglect. It does not include damage caused by fair wear and tear.

43 You, or any person staying in or visiting your home, must not cause any damage to the fittings, fixtures, furniture and equipment which belong to the Council. This includes damage caused by neglect. It does not include damage caused by fair wear and tear.

44 If you, or anyone staying in or visiting your home, have caused damage to the property deliberately or by neglect, you must allow the Council to carry out work to put matters right and you must pay for it.

45 If any faults or damage (that the Council is responsible for repairing) occur to the property, you must report it to us as soon as is reasonably possible. We may charge you for any damage caused by you failing, without good reason, to report faults or damage.

46 You or any person staying in or visiting your home must not make any alterations or improvements to the property without written permission from the Council.

47 If you carry out alterations or improvements to the property or outside areas without written permission, the Council may carry out work to put it right and charge you for it.

48 You, or any person staying in or visiting your home, must not tamper with the gas or electricity supplies, or with the meters.

49 If you are over 60 or have a disability, you are entitled to certain additional repairs. We also aim to redecorate up to 3 three rooms in your home every six years. See the Repairs Handbook for more information.

Access

50 You must allow council workers, or people we have sent to your home, reasonable access to your home to inspect or carry out occupancy checks, repairs, maintenance including statutory gas maintenance, improvements, or other work. Such workers or agents will carry identification.

51 You must allow council workers, or people we have sent, reasonable access to your home to facilitate inspection or work to any property next to or near your home.

52 The Council will give you reasonable notice that it requires access into your home. Normally, this will not be less than 24 hours' written notice unless we need access in response to a request from you in which case it may be less. In an emergency, we may not be able to give you notice.

53 If you have had at least 24 hours' written notice that the Council requires access but you have failed to let us in, we may force entry. The Council will normally ask the court for an order before forcing entry. The Council will only force entry without a court order and /or without giving you notice in an emergency. For example, if believes there is a risk of injury or damage to the property or areas around the property or imminent danger. You must pay the reasonable costs of forced entry including the reasonable costs of court proceedings if they are necessary.

54 You, or anyone staying in or visiting your home, must comply with any reasonable request made by a council worker or someone sent by the Council relating to the property. For example, you may be required to move furniture or floor coverings.

55 You, or anyone staying in or visiting your home must not make it difficult for a council worker or someone we have sent to inspect your property or do work at your property, and you must not threaten, assault or abuse him or her.

Gardens and outside spaces

56 If a garden or other outside space is included in the property under this agreement, you are responsible for maintaining it. You must keep the grass short and weed any beds. You must keep any outside space free from rubbish, clean and tidy.

57 You must not put up any building, fence, wall or shed, or build any concrete path or hardstanding in the garden or on any outside space without written permission from the Council.

58 You, and any person staying in or visiting your home must not drop litter in or damage any communal gardens or other spaces. You must not damage any communal lawns or plants.

Communal areas

59 You, or any person staying in or visiting your home, must not cause any damage to any communal areas.

60 You, or any person staying in or visiting your home, must not do anything which might cause nuisance or annoyance in the communal areas. This includes leaving litter or making the communal areas dirty or untidy.

61 You, or any person staying in or visiting your home, must follow any rules and regulations imposed by the Council or its agents to manage the communal areas or the estate (if your home is on an estate).

Parking and garages

62 You, or anyone staying in or visiting your home, must only park any car, caravan or any other vehicle:

- in a garage;
- in a space made by the Council for you to park; or
- on a hardstanding which you have permission to park on.

63 You, or anyone staying in or visiting your home, must not park any vehicle in a position where it could block emergency access or exit points or access to other parking spaces or garages, or which could cause inconvenience.

64: You must get written permission from the Council before you, or anyone staying in or visiting your home, parks any heavy goods vehicle or any caravan or motor home on the property or on any hardstanding, communal space or Council land.

65 : You must not park any untaxed vehicle on Council land. If you have a Statutory Off Road Notification (SORN) for a vehicle, you must get written permission from the Council before you park it on Council land. Permission will only be granted in exceptional circumstances.

66 You must not park an unroadworthy or illegal vehicle (such as a stolen vehicle) on the land or roads around your home. For more information see the Tenants' Charter.

67 You must remove any unroadworthy vehicle belonging to you, or anyone staying in or visiting your home, from shared access roads or other shared areas or the estate (if you live on an estate) Abandoned vehicles will be removed.

68 If you have an Estate Car Parking Scheme on your estate, you must follow its rules. For more information, see the Tenants' Charter.

69 You, or anyone staying in or visiting your home, must not carry out major repairs to vehicles on the land around your home or on the road without written permission from the Council.

Pets

70: If you, or anyone staying in or visiting your home, have a pet, you or anyone staying in or visiting your home must keep it under control and not allow it to cause nuisance or annoyance to anyone in the locality of your home, or damage the property or communal areas. For example, if your pet fouls the communal areas, roads or other areas around your home you must remove any faeces and dispose of it appropriately. If your pet fouls or urinates in the communal areas you must clean the affected area.

71 If the pet is a dog, you or anyone staying in or visiting your home must:

- (a) comply with the requirements of the Dangerous Dogs Act 1991;
- (b) keep the dog on a lead in the communal areas and while on any part of the estate (if your home is on an estate) including the roads; and
- (c) not allow the dog to enter any areas of a council housing estate which are fenced play-areas or are marked as dog-free areas.

72 If your flat or maisonette does not have its own garden for you to use (this does not include shared gardens), you must not keep more than one dog or cat (not both). You may keep an extra dog or cat which you owned at 1 April 1996 if you were a council tenant at that time.

Tenants' rights

73 You have the right to live in your home. The Council will not interfere with your peaceful enjoyment of your home unless you break this agreement or unless the Council gets an order from the court.

74 You, and anyone staying in or visiting your home, may have to put up with some disturbance in your home or in communal areas if the Council or someone we have sent has to carry out work to your home while you are still living there. We will only cause reasonable disturbance. You, and anyone staying with you, may have to leave your home if we need to do major work which we cannot reasonably do while you are in the property. See the Tenants' Charter for more information.

75 If the Council is responsible for repairs, you have the right to have the repairs done within a reasonable period of time. You might be able to get compensation if we do not do some repairs on time. See the Repairs Handbook for details.

76 You have the right to carry out certain home improvements of your own if you have written permission from the Council before starting work. See the Tenants' Charter for more information.

77 You have the right to take in lodgers. A lodger is a person who lives with you as part of your household and shares the same facilities. See the Tenants' Charter for more information.

78 You have the right to sub-let part (but not all) of your home if you have written permission from the Council in advance.

79 You have the right to apply to exchange with another Council tenant or a tenant of certain other landlords (such as some housing associations). You need written permission from the Council before you exchange. We will only allow the exchange if you meet certain conditions. See the Tenants' Charter for details.

80 You have the right to use the complaints procedures of the Council and/or its agents if you have any complaint which falls within those procedures. See the Tenants' Charter for details.

81 You have the right to transfer your tenancy to someone else, but only if the conditions set out in the Tenants' Charter apply.

82 You have the right to be consulted about any proposed changes to this agreement, other than changes to rent or other charges.

83 You have the right to receive a copy of the Tenants' Charter and Repairs Handbook.

Ending your tenancy

84 If you want to end your tenancy you must give the Council four weeks' notice in writing. The notice that you give must end on a Monday.

85 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 alterations or improvements made by the Council; and
- c any alterations or improvements you have made, if you had written permission from the Council to make them.

86 If, when you leave, the property is damaged, you have carried out unauthorised alterations or improvements, or the Council's fixtures and fittings are missing or damaged, you must pay the Council's reasonable costs of repair or replacement costs.

87 Before you leave you must clear out all your furniture and belongings, and leave the property clean and tidy. You must not allow anyone to stay in the property at the end of your tenancy. If you leave any belongings in the property, we will treat them as being abandoned and dispose of them as we see fit.

88 You must give all keys to the Council including those for any store shed, controlled-entry system or garage. If you do not give up the keys you must pay the Council's reasonable charges of changing the locks and getting new keys.

89 If you do not leave your property clean you must pay the Council's reasonable costs of cleaning it.

90 When you leave, you must give the Council a forwarding address. This information will be kept in line with data-protection law. For more information about this, see the Tenants' Charter.

RESPONSIBILITIES OF THE COUNCIL

Repairs and improvements

91 The Council must keep the structure and outside of the property (including drains, gutters and outside pipes) in repair.

92 The Council must keep in repair and proper working order its installations for space heating, water heating, drainage and sanitation and for the supply of water, gas and electricity.

93 The Council is responsible for decorating the outside of the property and communal areas inside the property every five years.

94 The Council must take reasonable care to keep common entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and other common areas in reasonable repair. The Council must take reasonable steps to keep those areas reasonably clean.

95 The Council is not responsible for:

- a repairing fixtures and fittings that do not belong to the Council or for repairing your own appliances that use the water, gas or electricity supplies; or
- b work which is caused by you, or anyone staying in or visiting your home, failing to act responsibly in your home.

Consultation and information

96 The Council must ask your views about its housing plans if they substantially affect you, for example, modernisation or improvement work planned for your home or your area.

97 The Council must consult you about any planned changes to the tenancy agreement, except for any changes to the rent or service charge.

98 The Council must give you four weeks' notice in writing of any changes to this tenancy agreement.

99 The Council must give you four weeks' notice in writing of any changes to your rent. We must give you one week's notice of any changes to service charges.

Notices

100 If you need to contact the Council you should consult your Tenants' Charter for details.

101 If you need to send a notice or any court documents to the Council, you may send it to: The Head of Housing, London Borough of Haringey, Apex House, 820 Seven Sisters Road, London. N15 5PQ. The Council is required to give you this address under section 48 of the Landlord and Tenant Act 1987.

102 The Council may send you any formal notice under this tenancy or under any law by delivering it to the property or by sending it to you by first-class post, addressed to you at the property.

Ending this agreement

103 This agreement will come to an end if the court makes an order for you to give up your home. The Council may ask the court for an order to evict you if there are legal grounds for an eviction.

For example, the Council may ask the court for an order to evict you if:

- a you do not pay your rent, or persistently pay it late, or you break any part of this agreement;
- b you, or anyone staying in or visiting your home, do anything which causes or is likely to cause a nuisance or annoyance to anyone staying in or visiting the locality of your home;
- c you, or anyone staying in or visiting your home, use it for illegal or immoral purposes; or
- d you, or anyone staying in or visiting your home, are convicted of an arrestable offence in the locality.

This is not a complete list, and there may be other reasons for making an order for possession.

104 If you are no longer a secure tenant, for example because the property is no longer your only or main home, or because you have sublet the whole of the property, the Council may end this agreement by giving you four weeks' notice in writing.

