

Appendix 2b (pages 2-19 of notice of intention to vary)

Contents

PROPOSED TENANCY AGREEMENT WITH CHANGES EXPLAINED

Tenancy agreement - secure tenancies

What you must do as a secure tenant

Use of the property

Rent

Violence and abuse

Antisocial behaviour

Nuisance

Harassment

Obtaining permission

The condition of the property

Access

Gardens and outside spaces

Communal areas

Parking and garages

Pets

Tenants' rights

Ending your tenancy

Responsibilities of the Council

Repairs and improvements

Consultation and information

Notices

Ending this agreement

APPENDIX - THE CURRENT TENANCY AGREEMENT

Proposed tenancy agreement with changes explained

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.

1 This is a new clause. It explains that the property must be your only or main home.

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

2 This is a variation (change) to clause A4. It has been reworded slightly to make it clearer.

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

3 This is a change to clause A4. It has been reworded slightly to make it clearer.

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

4 This new clause says that you must let us 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.

5 This new clause prohibits you or anyone staying in or visiting your home from blocking communal areas.

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.

6 This is a change to clause A4. It makes it clear that the property includes any garden, outside space and garage.

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.

7 This is a change to clause A2. It extends the clause by prohibiting use of the property for immoral purposes and gives examples.

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

8 This is a change to clause A11. It makes it clear that the clause refers to communal areas as well as your home. It also extends the clause to dangerous as well as inflammable material.

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

9 - 12 These new clauses say that you must get rid of rubbish appropriately and not leave litter or rubbish anywhere other than in the facilities provided. If you break any of these clauses, we could take legal action against you.

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.

13 This new clause prohibits you from blocking drains, pipes or gutters.

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.

14 This is a change to clause A14. It extends the requirement to agents as well as Council employees.

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.

15 This new clause says that you must allow Council officers or agents to photograph you and to keep your photograph on the Council's records as part of its tenant audit system, designed to help prevent and detect unauthorised subletting and fraud.

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.

16 This is a change to the previous clause A8. It makes it clear that if someone staying in or visiting your home causes the tenancy agreement to be broken, you must contact the Council, and take reasonable steps to stop him or her.

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.

17 This is a change to the previous clause A1. It explains that you must pay rent and other charges in advance, on or before each Monday unless you have written permission from the Council to pay at a different time (for example, by monthly direct debit).

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

18 This new clause explains that for joint tenants, each tenant is responsible for all of the rent and all of 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.

19 This new clause explains that you could lose your home if you do not pay your rent and other charges. You must contact us if you are having difficulty paying your rent.

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

20 This new clause explains that 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.

21 This new clause explains that if, as part of your tenancy agreement, you have to make payments (such as payments for damage), 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.

22 This is a change to the previous clause A15. It explains that you, or anyone staying in or visiting your home, must not assault, abuse or threaten any person in your home or in the local area. This includes, for example, postal employees.

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.

23 This is a change to the previous clause A16. It prohibits domestic violence and gives examples. It makes it clear that if you break this clause, the Council may take action against you to repossess your home.

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.

24 This is a change to clause A14. It prohibits assault, abuse or threats against Council staff, agents or people 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.

25 This is a new clause. It gives examples of some of the actions the Council may take to deal with harassment, nuisance, annoyance and other types of antisocial behaviour.

Nuisance

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

26 This is a new clause. It explains that 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.

27 This is a change to clause A2. It has been reworded to make it clearer.

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.

28 This is a change to the previous clause A2. It makes it clear that you, or anyone staying in or visiting your home must not do anything which is likely to cause a nuisance or annoyance.

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.

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.

29 This is a new clause. It gives examples of behaviour which is likely to cause nuisance and annoyance.

Harassment

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

30 This is a new clause. It explains that 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.

31 This is a change to the previous clause A3. It adds "any other reason" to the list of grounds for harassment that are prohibited.

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.

32 This is a new clause. It gives examples of harassment.

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.

33a This is a change to sub-clause A4 (i). It has been reworded it to make it clearer.

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

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

33b This is a change to A4 (ii). It makes it clear that you need prior written permission to carry out improvements as well as alterations to the property or outside areas. It gives examples of the types of alterations which you need permission from the Council to carry out.

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

33c This new clause says that you need permission from the Council in writing if you want to keep a large item, such as a boat, in the garden.

33d If you wish to exchange your tenancy.

33d This clause previously appeared as clause A4 (iii).

33e Before subletting any part of the property.

33e This is a change to clause A4. It has been reworded slightly to make it clearer.

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

34 This is a change to the conclusion to clause A4. It has been reworded slightly to make it clearer.

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.

35 This is a new clause. It explains that as well as permission from the Council in writing, you may also need planning and building regulation approval for improvements or alterations, and that 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.

36 This is a new clause. It explains that you are responsible for day-to-day repairs and gives examples.

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.

37 This is a new clause. It explains that you are responsible for certain repairs inside your home and gives examples.

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

38 This is a new clause. It explains that you are responsible for repairing your own fittings, fixtures and equipment, such as your own furniture and cooker.

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

39 This is a change to clause A7. It explains that you are responsible for keeping the inside of your home clean and tidy as well as the area outside your own front door.

40 You are responsible for decorating inside the property.

40 This is a change to clause A5. The reference to elderly and disabled people has been moved to clause 49.

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.

41 This new clause explains that if you do not carry out repairs you are responsible for, 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.

42 - 45 These clauses are a change to clause A9. They explain that you must not cause damage to Council property. The Council will charge you for damage that you cause. The Council may charge you for any damage caused by you failing, without good reason, to report faults or damage.

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 You must report to us any faults or damage to the property 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.

46 This is a change to the previous clause A4 (ii). It explains that you, or any person staying in or visiting your home, must get our permission in writing for improvements as well as alterations.

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.

47 This new clause explains that 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 (this may include removing your changes) 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.

48 This new clause explains that 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.

49 This is a change to clause A5. It explains that if you are elderly or disabled, you may be entitled to free help with repairs as well as decorating.

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, improvements or other work.

50 This is a change to clause A13. It explains that you have to give us reasonable access to carry out occupancy checks and other work (such as pest-control work), as well as inspections, repairs, maintenance and improvements.

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.

51 This new clause explains that you must allow us reasonable access to your home to inspect or carry out work to a 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.

Clauses 52 and 53 are a change to clause B (L).

Clause 52 explains that the Council will normally give you at least 24 hours' notice that we need to get into your home, unless we need access in response to a request from you. 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.

Clauses 52 and 53 are a change to clause B (L).

Clause 53 explains that the Council may force entry:

- **if you have had written notice but have still failed to give access. You will have to pay our reasonable costs of forced entry, including the costs of court proceedings.**
- **if we believe there is a risk of injury, damage to the property or area or immediate danger.**

Unless there is immediate danger (for example, a smell of gas), the Council will ask the court for an order before forcing entry.

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.

Clauses 54 and 55 are a change to clause A14. Clause 54 explains that as well as you, anyone staying in or visiting your home must meet any reasonable request made by council workers or people we have sent to inspect or carry out work. It gives examples.

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.

Clauses 54 and 55 are a change to clause A14. Clause 55 explains that as well as you, anyone staying in or visiting your home must not make it difficult for a council worker or agent to inspect your property or do work at your property, and must not threaten, assault or abuse them.

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.

56 This is a change to clause A6. It explains that as well as any garden, you must keep any outside space included in the property under your tenancy agreement free from rubbish, clean and tidy. It explains that if you have a garden, you must keep the grass short and weed any beds.

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.

57 This new clause says that you must get permission from the Council in writing before you put up any building, fence, wall or shed, or make any concrete path or hardstanding in the garden or on any outside space.

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.

58 This new clause prohibits you and any person staying in or visiting your home from dropping litter in or damaging any shared gardens or other spaces. It explains that you must not damage any shared 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.

59 This is a change to clause A9. It has been reworded to make it clearer.

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.

60 This is a change to clause A2. It gives examples of behaviour which might cause nuisance or annoyance in the communal areas.

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).
61 This new clause explains that you or any person staying in or visiting your home must keep to our rules about the communal areas of the estate, for example by not playing ball games in areas where they are not allowed.

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.

62 This is a change to clause A10. It explains that you, or anyone staying in or visiting your home, may only park a vehicle in the areas listed. It adds 'space made by the Council for you to park' to the list.

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.

63 This is a change to clause A10. It has been reworded slightly to make it clearer.

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

64 This is a new clause which explains that you must get permission from the Council in writing before you or anyone staying in or visiting your home parks a heavy trade or commercial vehicle, caravan or motor home on the property or on any outside space, hardstanding or communal space.

65 You must not park any untaxed vehicle on Council land. This applies even if you have a Statutory Off Road Notification (SORN) for the vehicle.

65 This new clause explains that you must not park an untaxed vehicle on Council land, even if you have a Statutory off Road Notification for it.

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.

66 This is a new clause which explains that you must not park an illegal or unroadworthy vehicle on the land or roads around your home.

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.

67 This is a change to clause A10. The Council will no longer give you four weeks' notice to remove any unroadworthy vehicle.

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

68 This new clause says that you must follow the rules of any Estate Car Parking Scheme on your estate.

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.

69 This new clause prohibits you or anyone staying in or visiting your home, from carrying out major repairs to vehicles on the land around your home or on the road, unless you have permission from the Council in writing.

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, you must not let your pet foul the communal areas, roads or other areas around your home.

70 This is a change to clause A12. It explains that as well as you, anyone staying in or visiting your home who has a pet must keep it under control. It explains that pets must not be allowed to cause nuisance, annoyance or damage, and an example is given.

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.

71 a This sub-clause previously appeared in clause A12.

71 b This is a change to clause A12. It has been reworded slightly to make it clearer.

71 c This is a change to clause A12. It explains that as well as fenced play areas, you must not allow a dog to enter any areas of a council housing estate which 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.

72 This is a change to clause A12. It has been reworded slightly to make it clearer.

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.

73 This new clause explains that 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 we get an order from the court (see clause 103 below).

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.

74 This new clause explains that you may have to put up with reasonable disturbance if works need to be done your home or the communal areas. If we need to do major work which cannot reasonably be done while you are living in the property, you and anyone staying with you may have to leave your home. See the Tenants' Charter for more information on this.

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.

75 This new clause explains that if the Council is responsible for repairs, you have the right to have the repairs done within a reasonable period of time, and you may be able to get compensation if some repairs are not done on time.

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.

76 This new clause explains that you have the right to carry out certain home improvements of your own if you have permission in writing before you start work.

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.

77 This new clause explains that you have the right to take in lodgers and explains what a lodger is.

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.

78 This new clause explains that you have the right to sublet part (but not all) of your home if you have written permission from the Council beforehand.

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.

79 This new clause explains that you have the right to apply for an exchange. This may be with a Council tenant or a tenant of certain other landlords (such as some housing associations). You need our permission in writing before you exchange. We will only allow the exchange if you meet certain conditions. (See the Tenants' Charter).

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.

80 This new clause explains that you have the right to use the complaints procedures of the Council or its agents, such as Homes for Haringey, if you have any complaint which falls within the procedure. 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.

81 This new clause explains that you have the right to transfer your tenancy to someone else 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.

82 This new clause explains that you have the right to be consulted about any proposed changes to your tenancy agreement, other than changes to rent or other charges. (See clause 99 below regarding the notice that we will give you of changes to your rent and service charges).

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

83 This new clause explains that 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.

84 This is a change to clause A17. You must give four weeks' notice in writing to the Council if you want to end your tenancy. The new clause explains that this 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.

85 This is a change to clause A17. The Council must have authorised any improvements that you made during your tenancy.

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.

86 This new clause explains that if the property is damaged when you leave, or you have carried out unauthorised alterations, or our fixtures and fittings are missing or damaged, you must pay the Council's reasonable 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.

87 This is a change to clause A17. It now includes an explanation that you must not allow anyone to stay in the property at the end of your tenancy.

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.

88 This is a change to clause A17. It now includes an explanation that if you do not give the Council all the keys when you leave, you must pay our 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.

89 This new clause explains that if you do not leave your property clean, you must pay the Council's reasonable costs of cleaning.

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.

90 This new clause says that you must give us a forwarding address when you leave. It will be kept in line with data-protection law.

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.

91 This is a change to Clause B (a). It is a legal requirement that the Council keeps the property in repair, therefore the word 'good' has been removed. However this will not affect the standard of the Council's repairs.

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.

92 This is a change to Clause B (b). It is a legal requirement that the Council keeps these installations in repair, therefore the word 'good' has been removed. However this will not affect the standard of the Council's repairs.

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

93 This clause previously appeared as clause B (f). It has been reworded to make it clearer.

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.

94 This is a change to the previous clause B (c). It adds the explanation that the Council must take reasonable steps to keep communal 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.

95 This new clause explains that the Council is not responsible for:

a repairing fixtures and fittings that do not belong to the Council or for repairing your appliances such as washing machines or cookers; 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.

96 This new clause explains that the Council must ask your views about its housing plans that will substantially affect you. Examples are given.

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

Clauses 97, 98 and 99 are variations (changes) to B (j) and B (k). Clause 97 makes clear the issues on which you are entitled to be consulted. (See clause 99 below regarding notice of any changes to your rent and service charges).

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

Clauses 97, 98 and 99 are changes to B (j) and B (k). Clause 98 explains the amount of notice the Council must give you of changes to your 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.

Clauses 97, 98 and 99 are changes to B (j) and B (k). Clause 99 explains the amount of notice the Council must give you of changes to your rent and service charge. We have removed the reference to the district-heating charge as it no longer applies.

Notices

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

100 This new clause explains that you should consult your Tenants' Charter for details of how to contact the Council.

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.

101 This is a change to the penultimate (second to last) paragraph in section B. It updates the address to which you may send a notice or any court documents. 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.

102 This is a change to the final paragraph in section B. It has been reworded to make it clearer. The Council may send you any formal notice by delivering or posting it to your home.

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.

103 This new clause explains that your tenancy agreement will come to an end if the court makes an order for you to give up your home. It gives examples of situations where the Council may ask the court for an order to evict you.

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.

104 This is a change to clause B (m). It gives examples of how you could lose your security of tenure.

Appendix – 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 pay party at the dwelling nor advertise or permit to be advertised any such pay 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.