

Appendix: 3

Final Proposed tenancy agreement (for supported housing - Sheltered) with changes explained

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Tenancy agreement for supported housing - secure tenancies

This is a tenancy agreement between you the tenant(s) and us the London Borough of Haringey ("the Council"), for letting a property in supported housing (the address of the property is on page 1 of your tenancy agreement).

The purpose of this tenancy agreement is to provide accommodation for tenants who have identifiable support needs and who, according to the Council's conditions, are eligible for supported housing. These tenants will normally be over 55 years old.

You have a secure tenancy under the Housing Act 1985 (as amended).

Both parties to this Agreement have certain rights and responsibilities which are set out below. If you are a joint tenant, the term 'tenant' refers to each tenant, or both or all of you.

If you give false information which helps you to get a tenancy in supported housing, the Council may get a court order to take possession of your home.

You can contact the Council through your supported housing manager (for contact details see the Tenants Charter). If you need to send a notice or any court documents to the Council, you can send them to the address shown in clause 109.

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 sub-let any part of the property to anyone else.
- 3 You must let the Council know (normally through your supported housing manager) if you will be away from home for more than a month, and give us a contact address. For details of how to contact us, see the Tenants Charter.
- 4 You, or anyone staying in or visiting your home, must not keep belongings (including bicycles, mopeds, wheelchairs or motorised scooters) 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 You, or anyone staying in or visiting your home, must not run a business or carry out a trade in the property without written permission in advance from the Council. The property includes the garden, outside space, sheds; outbuildings and garage, if any are included in your tenancy.

6 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 You must comply with reasonable requests of the Council's employees or agents regarding the use of your home and the Council's property. You must not hinder, obstruct, abuse, threaten or assault them when they are performing their duties.

8 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.

9 You are responsible for every person staying in or visiting your home. If your guest or visitor is causing this agreement to be broken (for example, by causing harassment or nuisance), 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.

10 The communal laundry facilities can only be used by or for the benefit of tenants who pay the full service charge and people who are permanently living with them.

Health and safety

12 You, or anyone staying in or visiting your home, must not interfere in any way with the controlled door entry systems, smoke detectors or any parts of the alarm systems, including the speech boxes and pull cords. You must report any faults that you are aware of.

13 You, or anyone staying in or visiting your home, must not do anything in your home, the property, the grounds or locality of the property that is likely to cause danger or risk to others living, visiting or working in the scheme.

14 You, or anyone staying in or visiting your home, must dispose of any hazardous waste (including body waste) in a safe and hygienic way.

15 You, or anyone staying in or visiting your home, must not keep dangerous or inflammable materials or bottled gas in your home or in the communal areas. You must not use or keep gas or oil heaters in your property. You must not hoard or store items which would make your property a health or fire hazard.

16 You, or anyone staying in or visiting your home, must not let anyone in to the communal areas of the building unless you know that they have a genuine right to be there.

17 You, or anyone staying in or visiting your home, must not smoke where there are non-smoking signs and must follow the advice of safety signs. You must not smoke in any of the lifts, laundries or other shared areas including lounges.

18 You, or anyone staying in or visiting your home, must dispose of rubbish in the chutes or bins provided.

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

20 You, or anyone staying in or visiting your home, must get rid of bulky rubbish items (too large to fit in bins) by making arrangements for them to be collected.

21 You, or anyone staying in or visiting your home, must not block drains, pipes or gutters in your home or in the building that your home is in. Blockages in basins, sinks and toilets are usually caused by fat, tea leaves, hair, cooking oil, nappies, and incontinence pads and so on.

Rent

22 Your rent and other charges, such as water charges, are shown at the beginning 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.

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

24 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.

25 You must pay any arrears or other charges relating to a previous tenancy if they are shown at the beginning of this agreement.

26 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

27 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.

28 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 criminal conviction.

29 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

30 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

31 You, or anyone staying in or visiting your home, must not hold or allow a pay party to be held at your home. You must not advertise or allow a pay party to be advertised at your home.

32 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, parts of the estate (if your home is on an estate) and areas near your home.

33 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;
- using the property for illegal or immoral purposes, including prostitution and using and supplying any illegal substance; and
- 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.

34 You, or anyone staying in or visiting your home, must keep the volume of televisions, music systems, radios, and so on, at a level which is not likely to disturb other residents.

35 When children are visiting, you must prevent them from playing ball games, cycling or doing any other activities in the building or grounds which may cause nuisance or disturbance to others.

Harassment

36 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.

37 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

38 You must get written permission in advance from the Council (normally through your supported housing manager) in the following circumstances:

38a Before making alterations or improvements to the property or outside areas. This includes:

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

38b From Day/ Month/ 2007, (that is, the date when this agreement comes into effect), before installing a hard floor such as wood, laminate or ceramic tiles. We will only give our permission if you install a high quality acoustic underlay of a grade approved by the Council.

38c From Day/ Month/ 2007, (that is, the date when this agreement comes into effect), before exposing bare floorboards in the property.

38d If you want to use your home for trade or business, or for any purpose other than a private home. This includes your garden and garage. We will refuse permission if the trade or business is likely to cause nuisance or annoyance to other people.

38e If you want to keep a large item (for example, a wheelchair store) in the garden.

38f If you wish to exchange your tenancy.

38g If you want a guest to stay for more than 21 days in a row or a maximum of 90 days in one year. We will only give our permission in exceptional circumstances. However we will consider each written request on its merit. Examples could include long term ill health or a family member from abroad.

38h If you have signed the tenancy as the sole tenant, before allowing your partner or registered carer to live permanently with you in your home.

38i If you want to carry out major repairs to a vehicle, or park certain vehicles on Council land (see clauses 69, 70 and 74).

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

40 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

41 You are responsible for certain repairs inside your home, such as repairing carpeting and curtain tracks and rails. This is not a complete list. See the Tenants Charter for more information.

42 You are responsible for repairing fittings, fixtures and equipment that belong to you.

43 You must keep the inside of your property clean and tidy.

44 You must keep the area outside your own front door clear of any obstacles.

45 You are responsible for decorating inside the property, however see clause 53 below.

46 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.

47 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.

48 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 may be charged for it.

49 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.

50 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.

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

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

53 If you are over 60 or have a disability, you may be entitled to certain additional repairs (See the Tenants' Charter for more information). We also aim to redecorate up to three rooms in your home every six years.

Access

54 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,

welcome visits, repairs, maintenance including statutory gas maintenance, improvements, or other work. Such workers or agents will carry identification.

55 You must allow council workers, or people we have sent, reasonable access to your home to facilitate the inspection of, or works to any property next to or near your home.

56 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.

57 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 the Council believes there is a risk of injury or damage to the property or areas around the property, or imminent danger. You may be required to pay the reasonable costs of forced entry including the reasonable costs of court proceedings if they are necessary.

58 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.

59 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.

60 You must give the Council keys to any extra or replacement locks that you add to your property.

Gardens and outside spaces

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

62 You must not put up any building, fence, wall or shed, or build any concrete path or hard standing (e.g. a patio) in the garden or on any outside space without written permission from the Council.

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

Communal areas

64 You, or any person staying in or visiting your home, must not cause any damage deliberately or by negligence, to any communal areas.

65 You, or any person staying in or visiting your home, must not do anything which causes or is likely to cause nuisance or annoyance in the communal areas. This includes deliberately or by negligence leaving litter or making the communal areas dirty or untidy.

66 You, or any person staying in or visiting your home, must follow any rules and regulations made by the Council or its agents to manage the communal areas or the estate (if your home is on an estate). For example you, or any person staying in or visiting your home, must not play ball games in areas where they are not allowed.

Parking and garages

67 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 hard standing which you have permission to park on.

68 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 is likely to cause inconvenience.

69 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 hard standing, communal space or Council land.

70 You, or anyone staying in or visiting your home, 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.

71 You, or anyone staying in or visiting your home, must not park an un-roadworthy or illegal vehicle (such as a stolen vehicle) on the land or roads around your home. For more information see the Tenants' Charter.

72 You must remove any un-roadworthy 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, and you may have to pay the associated cost.

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

74 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

75 If you want to have a pet at your home, you must sign a pet contract. This will become part of your tenancy agreement.

76 You can not keep any pets at your home unless you have signed a pet contract.

Tenants' rights

77 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 (see clause 111 below).

78 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 not cause unreasonable disturbance. You, and anyone staying with you, will have to leave your home if we need to do major work which we cannot reasonably do while you are in the property. In such circumstances the Council will offer you alternative accommodation during the works. See the Tenants' Charter for more information.

79 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 Tenants' Charter for details.

80 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.

81 You have the right to apply to exchange your property 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 can exchange. We will only give permission if you and the person you want to exchange with meets the Council's conditions for supported housing and you meet certain conditions. See the Tenants' Charter for details.

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

83 Supported Housing is classed as specialist housing and, as a result, certain exemptions apply to your tenancy. For example, you do not have the right to buy your home.

84 You have the right to assign (transfer) your tenancy to someone who could have succeeded you (that is, taken over your property when you die). However, if that person does not meet the conditions for supported housing, we will offer them alternative accommodation. For more information about assignment, see the Tenant's Charter.

85 If you die, and the person who would have been entitled to succeed to the tenancy does not meet the conditions for supported housing, the Council will offer them an alternative property. If that person fails to accept the alternative property, we will apply for a court order to take possession of the property.

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

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

Information and documents that you must provide

88 You must give us the following information in writing to the Housing Manager:

- (i) The full name of all guests who stay 21 days in a row and over.
- (ii) Your brief medical details and GP's details.
- (iii) Your next of kin's details (or your emergency contact's details).
- (iv) Signed access forms.
- (v) Information about your welfare and/ or support needs.
- (vi) Where appropriate, information about your pet.

Ending your tenancy

89 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. We will charge rent during this period of notice.

90 If you want to end your tenancy, you must also sign an 'Authority to Clear' and a 'Notice of Termination of Tenancy' form.

91 You must leave the Council's fixtures and fittings in the same condition 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.

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

93 Before you leave the property, 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 when your tenancy ends. If you leave any belongings in the property, we will treat them as having been abandoned and dispose of them as we see fit.

94 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 for changing the locks and getting new keys.

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

96 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

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

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

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

100 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 steps to keep those areas reasonably clean.

101 The Council is not responsible for:

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

Support services

102 The Council will provide the following support services to all tenants in supported housing:

- (i) Intercom checks. This involves contacting tenants by intercom every day (or less often if agreed).
- (ii) Support to help tenants set up and maintain tenants' associations, social clubs and regular activities.
- (iii) Advice on welfare benefits.
- (iv) Maintenance work on fridges, cookers and communal facilities that are provided by the Council.
- (v) Cleaning of windows inside and outside.
- (vi) Help with reporting repairs where appropriate.
- (vii) Daily visits to those tenants identified as being at risk.

103 The Council will arrange for the following support services to be provided to tenants who have been assessed as needing them:

- (i) Cleaning your home and help with laundry for up to one hour per week.
- (ii) Co-ordinating services and consulting with other agencies to make sure tenants' welfare and/or support needs are met.
- (iii) Other support services as necessary, depending on tenants' assessed needs.

Consultation and information

104 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.

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

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

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

Notices

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

109 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.

110 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

111 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, use it for illegal or immoral purposes; or
- c) 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.

112 If you are no longer a secure tenant, (for example, because you no longer live in the property as your only or main home), the Council may end this agreement by giving you four weeks' notice in writing (that is, a notice to quit).

PET CONTRACT
For tenants in supported housing

You must sign this Pet Contract if you want to keep a pet at your home. The pet contract is part the tenancy agreement for people who own pets.

If you are not able to look after your pet, and you leave it at your home with the person named in clause 19, you are responsible for making sure that they comply with these terms and conditions.

This pet owners' contract is part of the tenancy agreement made between:

Name of Tenant(s): _____

Address: _____

and the London Borough of Haringey.

Date: _____/_____/_____

Where we use the term 'you' in this section, it means the tenant(s), and/or the pet carer, and/or all members of your household. For those conditions that apply to controlling animals, 'you' also means your visitors or guests to your property.

1 You have the right to keep a pet which the Council considers suitable, as long as it does not cause damage to the property or nuisance or annoyance to anyone in the locality of the property.

2 Pets that we consider suitable are domestic cats, dogs, fish and small birds (for example, budgies).

3 You must get written permission if you want to keep a pet other than the ones we have listed above.

4 If you, or anyone staying in or visiting your home, have a pet, you or they 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.

5 You must keep pets in appropriate enclosures, which are suitable for their needs and which they cannot escape from.

6 If your flat or maisonette does not have its own fenced 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 DAY/MONTH/2007 (that is, the date this agreement comes into effect) if you were a council tenant at that time.

7 You should not leave pets alone for long periods, as they may become distressed and cause nuisance.

8 If the pet is a dog, you, or anyone staying in or visiting your home, must:
(a) keep the dog on a lead on estate roads or in the communal parts of any council housing estate or building; and
(b) 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.

9 You are not allowed to keep any dog that is included within the Dangerous Dogs Act 1991. This includes the following:

- I. Pit bull terrier
- II. Japanese tosa
- III. Dog Argentino
- IV. Fila Braxillero
- V. Any other type of dog that appears to have been bred for fighting or has the characteristics of these types of dogs.

10 If your pet fouls the communal areas, roads or other areas around your home, you must remove any faeces and dispose of it hygienically and safely. If your pet fouls or urinates in the communal areas, you must clean the affected area.

11 You must keep your pet in a responsible way, provide proper care and take it to the vet when necessary.

12 If you fail to keep to the conditions of this contract, you will not be allowed to keep your pet at the property and must make alternative arrangements for it to be looked after.

13 If you break this pet contract, you will be breaking the terms of your tenancy agreement and could be putting your tenancy at risk.

14 You must tell us about any pet that is in your care, and keep us up to date with any changes the information in clauses 15, 19 and 20.

15 You must give us the name, address and telephone number of your vet.

16 In clause 19, you must give the name, address and telephone number of a pet carer. A pet carer is a person who, by signing this form, will become responsible for your pet if you are not able to care for it, and for any costs (including medical expenses).

17 You must give the name of a pet carer when you sign your tenancy agreement.

18 If you are not able to give the name of a pet carer, you must make alternative arrangements for the care of your pet in the event that you are not able to look after it. You must provide details of these alternative arrangements within 30 days of your tenancy starting, or you will not be allowed to keep the pet.

19 Please give the names of a pet carer (a person who will be responsible for your pet if you are not able to care for it).

Pet Carer

Name: _____

Address: _____

_____postcode: _____

Phone number: _____ Mobile number: _____

Signature of pet carer: _____

20 Please give your pet's details

Pet's details

Type of pet (for example, cat, dog and so on): _____

Breed of dog (if the pet is a dog): _____

Pet's age: _____

Pet's name: _____

Tenant's signature: _____ **Date:** _____

Witnessed by officer: _____ **Date:** _____

We have drawn up this contract in line with recommended good practice as set out in Pathways' guidance 'Pets and Housing – The way forward, Guidelines for Housing Providers'.

APPENDIX 1: THE CURRENT TENANCY AGREEMENT

TENANCY AGREEMENT - SECURE TENANCIES – SHELTERED HOUSING

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 guest 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 advised any such pay party.

A3. Harassment

The tenant or any person on the premises whether permanently or temporarily must at any time or in any place commit any acts which cause a nuisance, annoyance or disturbance which amounts to harassment on the grounds of race, sex, sexual orientation, religious belief or disability or disability of other local residents. Harassment is interference with the peace and comfort of any person.

A4. Obtaining Permission

You must get written consent 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 the tenancy.
- (iv) Before subletting the property. 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 sublet 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 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. Subtenants and guests.

In the following clauses 8-14 where these rules set out what you must do or not to do as a tenant, they also apply to members of your household and to sub-tenants and your guests. If any subtenant 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 the damage to the property, the Council's fixtures and fittings, any furniture provided by the Council or any common parts. You must also make sure the Council's property does not deteriorate through neglect by you. You should notify the Council as soon as possible for repairs that are needed because of deliberate damage to the property. (Fair wear and tear is not deliberate damage).

A10. Parking and Garages.

You must not park any private, heavy trade or commercial vehicle or caravan on the premises 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 shared access roads or other communal areas of a Council Housing Estate within four weeks or 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 land).

A11. Inflammable Materials.

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

A12. Pets.

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

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 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, abuse, threaten or assault them in the performance of their duties.

A15. Ending a Tenancy

- (i) You must give four weeks notice in writing to your local Housing Office 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 improvement made by you.

Before you leave, you must clean 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 remove them as it thinks fit. You must give all keys to your Housing Office, including those for any store shed, controlled entry system or garage.

A16. Will pay the Council the weekly service charge.

A17. Will provide the warden with the following:

- (a) Full name of occupants
- (b) Brief medical details and GP's details
- (c) Next of kin address and telephone numbers
- (d) Spare keys to secondary locks
- (e) Signed access forms (Forms provided by Warden)
- (f) Any other information relating to your welfare.

B. RESPONSIBILITIES OF THE COUNCIL

The Council is responsible for:

- (a) Keeping the Structure and exterior of the building in good repair, including gutters, drains and external pipes.
- (b) Keeping in good repair and proper working order the Council's installations for space, heating, water heating, drainage and sanitation for the supply of water, gas and electricity.

- (c) In the case of flats, taking reasonable care to keep common entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and all other common parts in reasonable repair.
- (d) Carrying out those repairs which are the Councils responsibility within the current time limits.
- (e) Making reasonable arrangements to keep tidy all external communal spaces and communal hedges on its housing estates.
- (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:

- (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 the money owed.
- (h) Provide information on Council policy on transfers and re-housing.
- (i) Ensure that tenants receive the current edition of the Tenants' Charter.
- (j) Give Tenants 4 weeks notice before increasing the net rent; 1 week's prior notice before increasing the district heating charge.
- (k) Consult tenants on any proposed alteration in tenancy conditions and give 4 weeks notice of any alteration.
- (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.

Provide Warden Services as listed below:

- (m) Daily intercom checks.
- (n) Daily visit to those identified as being at risk.
- (o) Assistance with repairs reporting as appropriate.
- (p) Getting involved in Tenants Associations, Coffee Mornings etc.
- (q) Welfare Benefits advice.
- (r) Co-ordinating services and liaising with either statutory or non statutory agencies to ensure your welfare.
- (s) Weekly cleaning of your flat
- (t) Maintenance of fridges, cookers and laundry facilities provided by the Council.
- (u) Quarterly cleaning of all internal windows and quarterly cleaning of all external communal windows.
- (v) Other housing welfare services as required according to need.