

## **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 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 than 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 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 Council's 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.

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### TENANCY AGREEMENT - SECURE TENANCIES – COMMUNITY GOOD NEIGHBOURHOOD

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