

Tenancy Conditions

From 12 August 2013

Please keep this document in a safe place



Tenancy conditions

These are the conditions of your tenancy between us (the London Borough of Harrow) and you (the tenant) for the property described in your tenancy agreement (referred to from now on as 'your home' or 'the premises').

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A Introduction to your tenancy conditions

- 1 Your tenancy agreement is a binding contract between you and us. The tenancy conditions set out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.
- 2 If you are not the only tenant (that is, you have a joint tenancy) the words 'you' and 'tenant' mean all tenants. If you are a joint tenant, you have the same rights and responsibilities as the other joint tenants at the premises – your rights and responsibilities cannot be split or shared between you. If one of you breaks the agreement, it affects all joint tenants.
- 3 We will give all new tenants an introductory tenancy. This lasts for one year or whatever is left of the tenancy term if you are already an introductory tenant. If you break any of the tenancy conditions, we may extend the introductory tenancy or issue you with a notice of our intention to seek possession before the end of your introductory tenancy. You have a right to ask for a review of our decision. If we do not change our decision and continue with possession proceedings, the court must grant us possession. In all other cases, an introductory tenancy will become a secure or flexible tenancy after one year.
- 4 After the introductory period, council tenancies are legally known as secure tenancies. The tenancy may either be a secure tenancy that is for a fixed period (flexible tenancy) or a secure tenancy that is for an indefinite period (secure tenancy). Before granting a flexible tenancy, we will give you written notice stating that the tenancy will be a flexible tenancy and the term we have fixed for the flexible tenancy. We can only end your tenancy if we get a court order (known as a possession order). The law controls the circumstances in which the court will grant this type of order.
- 5 We will review all flexible tenancies before the end of the fixed period. If we do not plan to issue a further flexible tenancy, we will let you know about this at least six months before your flexible tenancy is due to end. You have a right to ask us to review our decision. If we do not change our decision, we will give you at least two months' notice in writing that we need possession either before or on the day the tenancy comes to an end. The law controls the circumstances in which the court will grant this type of order.
- 6 If you, or members of your family, have broken the tenancy conditions, we may ask the court to create a demoted tenancy rather than evicting you. A demoted tenancy replaces your existing secure or flexible tenancy with a tenancy that we can ask the court to end without having to prove we have more reasons for possession. As a demoted tenant you lose your security of tenure and have limited rights. A demoted tenancy usually lasts for 12 months. If we have not served notice that we plan to get a possession order, you will be granted a flexible tenancy or your tenancy will return to a secure tenancy at the end of the demoted tenancy.
- 7 Data protection – We keep a lot of information about our tenants and residents. We use some of this to help us plan our services. By signing your tenancy agreement you agree to let us use your information for this purpose. We will keep to the Data Protection Act and the Freedom of Information Act and will also work with police and other agencies to prevent and detect crime, anti-social behaviour and fraud. We will only share your information, including photographs, with anyone else where we are allowed to by law.

You have the right to see the information we hold about you as covered by data-protection law. We may charge you a reasonable cost for providing this information.

- 8 We include notes in most sections to help you understand your tenancy conditions. The notes do not form part of the conditions – they are for information only.
- 9 Where we refer to a specific law, this includes any future amendments.

Notes

- a As long as you pay your rent and you, and the people you are responsible for, follow the other tenancy conditions, we will not normally ask the court to make an order for possession, unless, for example, we need to move you to redevelop your home.
- b You may ask for a review of the length of term of a flexible tenancy at the time that we give you the notice stating that the tenancy will be a flexible tenancy. You have 21 days from the date you receive the notice or offer of the flexible tenancy to ask for a review. In these cases, we must review our decision and tell you about the outcome.
- c If you have any questions about your tenancy, or if you would like more information about the rights and responsibilities of tenants and their landlords, please ask your housing officer. You can also get information from solicitors or advice centres such as a citizen's advice bureau.
- d If you have any complaints about our housing service, you should discuss this with your housing officer. If you are not satisfied with the answer they give you, you should ask for details of our complaints procedure. You can also make a complaint to the Housing Ombudsman.
- e Preventing fraud is important and to make sure that our homes are lived in by those who need them most, we will keep your photograph with your tenancy agreement or tenancy file. This will help us identify people living in our properties without our permission and tenants who have sublet their homes. At some time in the future, we may also take photographs of existing tenants so we can update our records and prevent fraud. We will hold all photographs electronically.
- f We make some exceptions for tenants who are over pension age or disabled. If you are over pension age or disabled and do not have an able-bodied person aged over 18 and under pension age living with you who can help, we accept that you may not be able to keep to the following sections
 - Decorating your home (section C5)
 - Maintaining your garden (section E13)
 - Cleaning shared areas (section F12)
- g Where there are differences between the rights relating to different types of tenancy, we will make it clear by referring separately to secure tenants, flexible tenants, introductory tenants and demoted tenants.
- h New tenants are those who do not currently hold an existing tenancy with us or another social housing landlord.

B Rent and other charges

- 1 You must pay the first week's rent when you sign up for your tenancy. You must pay rent, including any service charges, every Monday for the week to come. A service charge is a charge we make under clause B8 of this agreement.

- 2 If you have to pay a service charge for the premises, that service charge is part of the rent.
- 3 If you are a joint tenant, you are equally responsible for paying all of the rent and any arrears (rent owed for the premises). We can ask for all of the arrears from any joint tenant. A joint tenant who leaves is still responsible for all of the rent, and so is a joint tenant who lives in the premises on their own.
- 4 If you owe rent for a previous Harrow Council tenancy ('former tenant arrears'), we will add it to your rent account for this tenancy. You must pay us any amounts we add to your rent account under this clause.
- 5 If you owe rent for this or a previous Harrow Council tenancy, we can use any money you pay us to pay any rent you owe before your current weekly rent.
- 6 You must repay any money you owe us for the cost of repairing deliberate damage. If you do not keep to an agreed repayment plan for any money you owe us, we can go to court and start possession proceedings to evict you from your home. You must also repay any money you owe us for the cost of any work carried out in line with our Recharge policy.
- 7 At any time we may change the rent by giving you at least four weeks' notice in writing.
- 8 We have the right to charge you for any service we provide for your home. This cost will be part of your rent. We will tell you in writing at least four weeks before we do this.
- 9 If we owe you any compensation relating to your home and you owe us any money for rent or any other debt related to your home (but not Housing Benefit or council tax), we may reduce the compensation we pay to you by the amount you owe us. We will then pay the remaining money into your rent account.
- 10 If we take you to court, we may add the costs of the case to your rent account. You must pay us any costs we add to your rent account.

Notes

- a Your rent is due on Monday for the week to come. However, if we receive your payment later than the Friday in the week your rent is due, we will not add the payment to your rent account until the following week and your account will be in arrears.
- b If you owe rent, we will deal with you firmly but fairly. We will give you support and offer debt counselling, and make arrangements to help you pay the rent. If you do not pay, we will take action which could lead to you being evicted.
- c We will offer you a number of different ways to pay your rent.
- d We would not normally consider re-housing you if you owe us any rent.
- e Some tenants must pay an extra charge, on top of the rent, for extra services they receive. If these charges apply to you, they will be listed in your tenancy agreement. These charges may include services such as hot water and heating.
- f If you receive Housing Benefit or other state benefits, you need to tell the Housing Benefit Department or other benefit providers about any changes in your circumstances.

C Repairs

- 1 We will keep the structure and outside of your home – including drains, gutters, outside pipes, joinery, roofs, chimneys and brickwork in good condition.
- 2 We will keep the water, gas, electricity, sanitation (including basins, sinks and baths) and heating systems in good condition. We will maintain your central-heating system – including pipes, radiators, boilers, gas fires and storage heaters – as long as we originally fitted the system. We will remove your gas fire if it cannot be repaired, as long as there is another form of heating in your home (such as central-heating).
- 3 We will check all of your gas appliances and pipework (including a visual check of cookers) every year to make sure they are safe. You must let us into your home to carry out this safety check, in line with section D of this agreement, and to carry out any work identified resulting from this safety check.
- 4 If we are charged money because you don't let us into your home to carry out any work, we may charge you those costs and add that amount to your rent account. You must pay us any costs we add to your rent account.
- 5 You must decorate the inside of your home and maintain your home to a reasonable standard, including any items that you have added with our permission.
- 6 You must tell us about any faults that need repairing, as soon as you notice them and you must let us into your home to carry out any repairs that you have reported to us.
- 7 You are responsible for any damage you, members of your household or your visitors cause to your home. You must pay us for any damage. We will not be responsible for carrying out repairs if you, or people you are responsible for, have caused the damage. When you leave your home at the end of your tenancy, you must make sure that it is in reasonable condition (allowing for wear and tear) so we can relet it to another person or family straight away.
- 8 You must use your home properly and responsibly. You must take reasonable care to keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must not block toilets and sinks.
- 9 Secure tenants only – You have a right to carry out your own alterations or improvements, but you must get permission from us in writing before you start. We will not unreasonably refuse permission. For some alterations or improvements, you may also need planning permission or other approval. You should get advice from us before carrying out any alterations or improvements. You may get compensation for this work when you end your tenancy. If you make an improvement or alteration to your home without our permission, we may tell you to return the property to how it was before. If you don't, we will do the work and charge you for it. We may also start proceedings to take possession of your home.
- 10 Introductory and demoted tenants – You do not have the right to carry out alterations or improvements.

- 11 Flexible tenants – We may allow you to carry out alterations or improvements, but you must get our written permission before you start any work. For some alterations or improvements, you may also need planning permission or other approval. If you make an improvement or alteration to your home without our permission, we may tell you to return the property to how it was before. If you don't, we will do the work and charge you for it. We may also start proceedings to take possession of your home. You will not get compensation for any alterations or improvements at the end of your tenancy.
- 12 If your home is in a block of flats, you must not attach a satellite dish or aerial to the building.
- 13 If you have exchanged properties with another tenant, you will be responsible for the decoration that the previous tenant has left in your new home. You will also be responsible for any improvements or alterations the previous tenant carried out.
- 14 Depending on our finances, we will regularly decorate the outside of your home and shared areas.
- 15 We will maintain to a reasonable standard all entrances, halls, stairways, lifts, rubbish chutes, lighting and other shared parts of all blocks of flats and maisonettes.
- 16 You have the right to get qualifying repairs done in a reasonable time and in line with the qualifying repairs scheme.
- 17 If you owe us any money for rent or any other debt related to your home (but not Housing Benefit or council tax), we will use any compensation we owe to reduce the debt on your rent account.
- 18 If you pay a charge to us for hot water and heating and the service breaks down, you must tell us straight away. If we do not repair the fault within two days of you telling us about it, we will refund any payments you made for the period the service was not working.
- 19 You must not remove any walls or partitions, or take out any other part of your home, without our permission in writing.

Notes

- a You are responsible for decorating the inside of your home. This includes repairing minor cracks in plasterwork and preparing surfaces before you paper or paint.
- b We will maintain, to a reasonable standard, stairs, banisters and balustrades inside your home.
- c You are responsible for repairing and maintaining your own equipment (such as cookers or washing machines) and any improvement you have put in yourself.
- d We will only replace locks to front and back doors and windows if we are satisfied that they are faulty. We can also replace lost or stolen door keys but we will charge you for the cost of the new lock or keys and for the time spent to replace them.
- e If you are not able to take care of your home yourself, ask your housing officer about help that may be available.
- f You are also responsible for:

- cleaning the inside and outside of your home;
 - ventilating and heating your home to prevent condensation;
 - removing mould with antifungal solution;
 - replacing toilet seats;
 - changing locks or replacing broken keys, except as described above in note d;
 - keeping grates, grids, drains, gullies, toilets, baths, sinks and waste outlets clean and free of debris;
 - taking care not to cause blockages;
 - buying and fixing curtain rails and light bulbs;
 - taking reasonable care to make sure that your pipes do not freeze (this may include making sure you have a reasonable level of background heating during the winter if you are away from the property);
 - providing your own TV aerial (unless you pay a service charge in your rent to use the shared aerial);
 - replacing missing or faulty plugs and chains to sinks, baths and washbasins;
 - hairline cracks to plasterwork as described above in note a;
 - replacing fuses, batteries in battery-operated smoke alarms; and
 - any repair resulting from damage caused accidentally or deliberately as described in C7.
- g Cylinder lagging and pipes are examples of parts of your home covered by clause C19 (parts of your home that you must not remove without our permission in writing).
- h The qualifying repairs scheme covers small urgent faults which may affect health, safety or security, as long as the repair costs are £250 or less. This includes:
- unsafe power, or lighting sockets, or electrical fittings;
 - blocked flues to fires or boilers;
 - leaking roofs;
 - toilets that will not flush;
 - blocked sinks, baths or basins;
 - leaking or flooding from pipes, tanks or cisterns; and
 - loose or broken banisters or handrails.
- i We will give you a copy of the gas safety certificate when you move in and after every gas safety check each year.

D Access

- 1 We will normally give you at least 48 hours' notice in writing if we want to come into your home. We will try to give you longer if possible. If we need to carry out repairs in your home, we will give you at least seven days' notice in writing, unless the repairs are emergency repairs. You should ask to see identification before you let anyone into your home.
- 2 You must let our officers, agents and contractors come into your home (to inspect it or do work on it or for any other reason) if we have given you notice in writing.
- 3 You must allow our officers, agents and contractors to come into your home at all reasonable times. This may include access to:
 - inspect any repairs and the condition of the property;
 - carry out repairs, alterations and improvements to the property or to the block or estate that your property is part of;
 - check who is living in our property and to prevent overcrowding;
 - discuss any issues relating to your tenancy;

- carry out any work to a whole block, for example, carrying out treatments for controlling pests; or
 - get into a property next to your home.
- 4 We may carry out work as long as any disturbance we cause is reasonable. We can:
 - temporarily stop providing a service to you;
 - temporarily stop you having access to the property; and
 - permanently change rights of access (such as paths or water pipes) as long as a service or access to the property is available once we have finished the work.
 - 5 If we have asked to come into your home but you do not let us in, we may get a court order which says you must let us in. If you continue to prevent us from coming into your home, we may take action to get a possession order from the court.
 - 6 If you have failed or refused to let us in more than once, we may force entry without giving you further notice. If we have to pay costs for doing so because you refused to let us in, we may add these to your rent account. You must pay any costs we add to your rent account.
 - 7 If there is an emergency and we need to get into your home immediately, we have the right to force entry without giving you notice.
 - 8 If we force entry, and the emergency was caused by you or any person living in or visiting your home, we can charge you any costs involved in having to force entry. We will add them to your rent account. You must pay any costs we add to your rent account.
 - 9 If we need you to leave your home temporarily so that we can do work, you must leave for as long as necessary.
 - 10 If we ask you to move out so that we can do work on your home, you must return to your home when we ask you to and you must leave your temporary home clean and tidy. Our standard tenancy conditions will apply to your temporary home.
 - 11 If we move you temporarily to allow us to carry out repairs and:
 - you were responsible for some or all of the damage we need to repair; and
 - the rent on the temporary property is different from the rent on your home;
 we may make you pay the higher of the two rents for the time you are in your temporary home.

Notes

- a We often have to pay costs and charges if our contractors cannot get into our properties to do work. If we are charged money because you do not let us in, you may have to pay this money and we may add it to your rent account.
- b We need to check your gas appliances regularly to make sure they are safe. We may be prosecuted if we do not do this. You could put lives at risk if you do not let us into your home when we ask to come in.
- c We may need to force entry without giving you notice if, for example, there is a water leak, a gas leak or an electrical fault which may put people in danger, or cause serious damage to any premises, if we did not repair it. In these circumstances, we will try to contact you or your relatives, if possible, before we force entry.

- d If we have to force entry, we will make sure that we leave your home secure and that you can get keys for any new locks that we have to fit. You may have to pay for any costs of forcing entry (such as the cost of new locks or doors). We may add these costs to your rent account.
- e We have a right to move you from your home, either temporarily or permanently. We may need to do this because your home needs major repair work, demolishing or redeveloping. Under these circumstances, we will usually offer you other accommodation, compensation and help with moving. If we move you permanently, we may pay you compensation in line with the law.

E Using your home

- 1 You must use the premises as your only or main home and use them in a responsible way.
- 2 You must not allow your home to become overcrowded as defined by the Housing Act 1985 (as amended).
- 3 **Secure and flexible tenants** – You have a right to take in lodgers. You must tell us in writing if you want to take in a lodger. You also have a right to sublet part of your home, but you must get our permission first, in writing. You must not sublet all of your home.
- 4 **Sheltered housing tenants** – Although we recognise that you are a secure tenant, if you live in sheltered accommodation, taking in a lodger or subletting part of your home may not be appropriate.
- 5 **Introductory and demoted tenants** – You do not have a right to take in lodgers or to sublet all or part of your home.
- 6 You must only use the premises to live in and not for any business or other purpose, unless we have given you permission in writing.
- 7 You must not assign (sign over) your tenancy to anyone else without our permission in writing. You are responsible for making sure that any assignment is carried out officially by signing a deed before leaving the premises.
- 8 You must not (either alone or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us in writing if you own or inherit a residential property or have another residential lease or tenancy.

We will consider:

- whether the property is fit to live in;
- whether you have bought the property for use as a holiday home only and whether it is only suitable for that purpose;
- whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances; and
- whether it would be reasonable in all the circumstances for you to sell the property.

If you inherit a property, you will only be breaking this condition if you have owned the property for more than 12 months.

- 9 Unless you have our written permission, you must not display commercial advertising material in, on or around the premises or allow anyone else to do this.
- 10 You must not keep any moped, motorbike or similar vehicle, or any other machine powered by an engine, inside your home.
- 11 You must keep your home clean and make sure the decoration inside your home is in a reasonable condition (also see the 'Repairs' section above).
- 12 You must not allow anything to block (either partly or totally) access to or from your home, any other premises or any shared area near your home, including fire escapes.
- 13 You must keep any outbuilding, yard or garden clean and free from rubbish. You must keep any trees, hedges, bushes or grass at a reasonable height and size. You must get our permission in writing before planting or removing any trees in your garden.
- 14 You must take reasonable care to keep your home, any shared areas near your home and any outbuildings secure.
- 15 If you have fences around your property, you must keep them in a reasonable condition.
- 16 Unless you have our permission in writing, you must not put any structure (for example, a shed, garage, pond, greenhouse, fence or wall, or satellite dish or aerial) on any land that is let with your home. You must remove any structure at the end of the tenancy, unless we agree, in writing, that it can stay.
- 17 You must not keep or use bottled gas, petrol or paraffin, or any other substances that could catch fire or explode, in your home or in any area nearby. (This includes gardens, balconies, sheds and shared areas.)
- 18 You must not let waste or other materials build up in or around your home, as this may cause a fire or attract vermin (such as rats).
- 19 You must take reasonable care to make sure that nothing is thrown, dropped or allowed to fall from any window or balcony or any other part of your home (for example, furniture, nappies, food or paper).
- 20 You must make sure that nobody entering or leaving your home makes a noise which might disturb your neighbours.
- 21 You and anyone in your home, must take reasonable care to make sure that you do not use any audio equipment, TV, washing machine, power tool or other appliance in a way that might disturb your neighbours.
- 22 You must not apply any material to any surface, wall or ceiling of your home (inside or out) which:
 - is difficult to remove (for example, a textured wall finish);
 - could easily catch fire (for example, polystyrene tiles); or
 - is likely to cause noise nuisance (for example, laminate flooring);unless you get our permission first, in writing (which we will not unreasonably refuse).

- 23 You must not let anyone remove or interfere with any fire-fighting equipment, fire alarm, smoke detector, security system or similar safety or security device inside your home or near it. You must not allow anyone living with you or visiting your home to keep the fire doors or security doors open.

Notes

- a For security and maintenance reasons, you should tell the housing department (preferably in writing) if you will be away from your home for more than one month.
- b A lodger is someone who lives with you (not your partner or a member of your family) who shares your home and pays you rent and you provide them with services such as food or cleaning. A subtenant pays you rent and has exclusive use of a room in your home. You are the landlord for any lodger or subtenant and you are responsible for their behaviour. You should take independent advice before taking in a lodger or subtenant.
- c You are responsible for paying all necessary utility and connection charges (for example, for gas, electricity and water) and all charges relating to those supplies. We strongly recommend that you take contents' insurance to cover damage or theft to your personal belongings.
- d If you find it difficult to remove bulky items or rubbish from your home, please contact Access Harrow. If you find it difficult to maintain your garden or home, please contact the housing department for advice about how we could help you.
- e Some trees can cause land to slip (for example, by draining water from the soil) or create a nuisance by blocking light to your neighbours' homes. It is important that you get permission from your housing officer before you plant any trees so we can help you choose the right ones.
- f If you sign over the premises to someone else without our permission or sublet the whole of the premises, the tenancy will no longer be secure and cannot return to a secure tenancy.
- g Tenancies can only be signed over to someone else in certain circumstances.
- Secure, flexible and introductory tenants have the right, if they get our written permission beforehand, to sign their tenancy over to a person who would be qualified to take it over if they died (succession).
 - Demoted tenants may ask for our written permission to sign over their tenancy to a person who would be qualified to take it over if they died.
 - Secure, flexible, introductory and demoted tenancies can be signed over by court order.
 - Introductory and demoted tenants do not have the right to carry out a mutual exchange.
 - Flexible tenants have a limited right to carry out a mutual exchange, if they get our written permission beforehand.
 - Secure tenants have the right, if they get our written permission beforehand, to carry out a mutual exchange with other tenants from social housing (councils and housing associations).

This is a complicated area of law. Please contact your housing officer for more information.

F Flats, maisonettes and shared areas

- 1 We will keep the structure and all shared areas of your building in good condition and reasonable state of repair. This includes:
- doors and windows;
 - walls, floors and ceilings inside the building;
 - lofts and roof spaces; and
 - steps, lifts, passageways and other ways of access.

- 2 Unless you get our written permission, you must not put down laminate or hardwood flooring in any flat or maisonette. (We will not unreasonably refuse permission.)
- 3 You must not allow fire doors, security doors or main doors to be kept open.
- 4 You must use the property with care and not allow anything to block or cause damage to a shared area, including lifts.
- 5 You must put your rubbish in the areas, chutes or containers we have provided (including recycling boxes and containers) and not throw any object (or allow anyone else to throw any object) from any shared area. You must not leave rubbish in any shared area.
- 6 You must only use the chutes for small amounts of rubbish and put large items of rubbish in the bins we have provided. You should not use the chutes before 7am or after 11pm.
- 7 You must not use any shared area in a way which causes a nuisance to, harasses or annoys your neighbours, their visitors or other people who have a right to be there. This includes shared facilities such as laundry rooms, lounges and gardens.
- 8 You must not interfere with fire hoses, fire hydrants, electricity cupboards or storage areas in shared areas. You must not store anything in any electricity cupboard.
- 9 You must not store anything in any shared area without our permission in writing.
- 10 You or anyone living with you or visiting your home must not damage, dump rubbish or put graffiti on our property. If you do so, you will have to pay for any repair, removal or replacement and will face legal action.
- 11 You must report any faults in shared areas as soon as you notice them.
- 12 You are responsible, with other tenants, for cleaning shared areas next to your property unless we have arranged for a caretaker or cleaner. If you are over pension age or disabled and do not have an able-bodied person aged over 18 and under pension age living with you who can help, we do not expect you to clean shared areas. However, if we or our managing agent employ a caretaker or cleaner, we will expect all tenants to contribute towards the cost of the service in their service charge.
- 13 In line with the Health Act 2006, you must not smoke, or allow your visitors and guests to smoke, in any enclosed shared areas.

Notes

- a Please be considerate towards your neighbours.
- b Items left in shared areas are a health-and-safety risk and we may remove them without notice. We may then charge you for doing this.
- c You are responsible for disposing of items that are too large to place in the bins provided. Please contact Access Harrow for information about removing large items.
- d If you want to store a mobility scooter outside your home, please get advice from your housing officer. We will not give permission for mopeds, motorbikes or other similar vehicles powered by an engine to be stored in any shared area.

G Nuisance and harassment

- 1 You are responsible for the behaviour of any person living in or visiting your home (this includes adults and children), as well as for your own behaviour. By 'your home', we mean the property itself, the surrounding land, any shared areas (including stairs, lifts, landings, entrance halls, shared gardens) and the immediate surrounding area.
- 2 You must make sure that any people you are responsible for keep to all the tenancy conditions.
- 3 You must make sure that you (and any person either living in or visiting your home) do not:
 - a do anything in the local area which annoys, disturbs, harasses, or causes nuisance or distress to any person (including our officers and contractors working on our behalf) or is likely to;
 - b physically or verbally abuse or threaten to use or use violence against anyone (including our officers and contractors) in the local area;
 - c use your home for any illegal purpose, including taking, selling or supplying any illegal substance;
 - d make false complaints about any other person;
 - e damage or interfere with any property we own.
- 4 You must make sure that you (and any person either living in or visiting your home) do not commit an act of hate crime, anywhere in the London Borough of Harrow or against any person who lives in or is otherwise lawfully in the London Borough of Harrow. Hate crime is motivated by hatred of someone because of their:
 - race, colour, ethnic origin or nationality;
 - religion;
 - sex or gender identity;
 - sexuality; or
 - disabilityHate crime can include physical attacks, threat of attack, verbal abuse or insults or racist graffiti.
- 5 You must make sure that you (and any person either living in or visiting your home) do not:
 - a commit an act of domestic violence by verbally, emotionally or sexually abusing or threatening to abuse any member of your household;
 - b behave or threaten to behave violently towards any member of your household; or
 - c cause anyone who is part of your household to leave your home because of domestic violence.
- 6 If you or a member of your household is convicted of a serious criminal offence, committed in your home, shared area or local area, we can apply to court for a possession order.
- 7 We will use all remedies available (currently or in the future) to tackle anti-social behaviour.

Notes

- a Many of the above are also criminal offences. We may take action for breaking the tenancy as well as starting criminal proceedings.
- b We expect all our tenants to respect, understand and tolerate each other. You should be able to enjoy your home in peace and we expect you to allow other people to enjoy their home. We will give you, and anyone living with you, help and advice if you report anti-social behaviour or if someone has broken the tenancy conditions. We will investigate your complaints, keep you informed and take appropriate action to deal with the problem.
- c Examples of nuisance or harassment
 - Loud noise including music, arguing or slamming doors
 - Dogs barking or leaving a mess around the building
 - Offensive drunkenness
 - Dumping rubbish
 - Playing ball games close to other homes
 - Using or threatening to use violence
 - Using abusive or insulting words
 - Graffiti
 - Using your home for illegal purposes
 - Receiving or storing stolen goods
 - Supplying or using illegal drugs
 - Providing sexual services for money
 - Damaging or interfering with any property that belongs to us

H Animals

- 1 You must make sure any animals you own or which are visiting your home, are kept under control and make sure they do not cause a nuisance, annoy or frighten anyone. You must take any steps we ask to keep pets under control, such as providing suitable fencing. You will have to pay any costs involved in doing this.
- 2 You must not let any animal foul inside the property or any shared areas, including passages, footpaths, grassed areas and play areas. You must pay us the cost of any cleaning or any other work we have to carry out if they do.
- 3 In shared areas, you must keep any dogs on a lead at all times. This includes shared gardens, open spaces, walkways, footpaths and car parks.
- 4 You are responsible for taking care of your animal as described in section 9 of the Animal Welfare Act 2007.
- 5 You cannot keep any animal at your home after it has caused a nuisance or annoyed or frightened anyone, unless you have our permission in writing. We may also set specific conditions.
- 6 You must not keep or care for any dog as described in the Dangerous Dogs Act 1991 (as amended) or other similar laws either now or passed in the future. You must not keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976.

- 7 It may be possible for you to keep a pet if you live in sheltered accommodation. Each sheltered scheme has its own arrangements and policies to do with pets. If the sheltered-housing service agrees that you can keep a pet, you must keep to the terms of the agreement with the relevant sheltered-housing scheme and the terms in the tenancy conditions.
- 8 You must not keep any livestock at your property.
- 9 You must not feed pigeons, squirrels and other pests, either at your home, in any shared area or in the local area.
- 10 You must not breed any animals at the property without our written permission.
- 11 Unless you have our written permission, you must not run a dog-sitting or kennelling service at your home.

Notes

- a Examples of nuisance animals may cause are:
 - unpleasant smells;
 - leaving mess around the building;
 - noise; or
 - threatening behaviour (such as growling).
- b By animal we mean all animals, birds and reptiles.
- c The housing department may consult the council or outside agencies about an animal's welfare.

I Parking and vehicles

This section applies only to estate roads and land we own.

- 1 You, and any person living in or visiting your home, must not park any vehicle anywhere on our land, except in the areas set aside for parking.
- 2 You, and anyone living with you or visiting your home, must not park anywhere that would cause a nuisance to other residents, such as parking in a disabled bay without displaying a disabled person's Blue Badge.
- 3 You, and any person living in or visiting your home, must not allow vehicles to be parked anywhere that would block fire doors and entrances, the emergency services or prevent us or our contractors carrying out our work.
- 4 You, and any person living in or visiting your home, must not repair any vehicles outside your home other than carrying out routine maintenance to a vehicle registered at your address with the DVLA.
- 5 You, and any person living in or visiting your home, must not park any vehicle that is not roadworthy or taxed, anywhere other than in a garage or on your own drive.

- 6 Unless you have our written permission, you, and any person living in or visiting your home, must not park overnight any commercial vehicle that is licensed to carry loads above 7.5 tonnes or is longer than five metres on any part of the estate or housing land.
- 7 We may remove and then destroy any vehicle that we consider to be abandoned, dangerous, not roadworthy or parked in a way that breaks this agreement if it is not claimed and removed by the owner within seven days of us fixing a notice to it asking the owner to remove it. We will not pay any compensation to you for removing or destroying vehicles. You must pay any storage and removal costs we may have to pay linked to this.
- 8 You, and any person who lives in or visits your home, must not park overnight a caravan, trailer, boat or any heavy vehicle that is licensed to carry loads above 3.5 tonnes, or is longer than five metres on any part of the estate or housing land.

Notes

- a A vehicle includes motor vehicles as well as motorbikes, mopeds and so on. We know that vehicles can cause many problems and we hope the conditions above will reduce these problems as far as possible.
- b If you have any problems involving vehicles and you cannot sort them out, you should discuss the situation with the housing department.
- c If there are a limited number of parking spaces, please park in a reasonable and neighbourly way.
- d You need our permission in writing if you want to create a parking area in your front garden.
- e Examples of nuisance caused by repairing vehicles include allowing oil to leak, leaving parts on footpaths and creating an eyesore.

J Consulting and involving tenants

- 1 We will encourage and support tenants who want to get involved in managing their homes, and will explain the different ways you can do this.
- 2 We will make information we provide available in different formats, such as in large print, in Braille and on audio tape as well as in an electronic format such as on our website.
- 3 The information we provide will be clear and will not use jargon, or racist, sexist or other biased language.
- 4 We do not have to consult you individually about changes in the rent or service charges, but we will tell you in writing at least four weeks before we make any change.
- 5 We may change the conditions of your tenancy agreement. Apart from the changes in rent or service charges, we will always consult you before we make any changes.

Notes

- a You have the right to see information we have about you. (In certain circumstances you will not be able to see everything – for example, details about other tenants.) You can get copies of the information but you may have to pay for it.

- b You have the right to start or join a local tenants' group. Contact the resident involvement team for information about groups in your area or about how to start one.
- c We will send you a copy of the Customer Involvement Strategy if you ask us for one. This sets out the range of options that you have to shape, influence, monitor and directly control the services that we provide. It also explains our responsibilities for consulting residents about important changes in housing policies and practices, if these will result in significant changes in services to tenants.

K Leaving your home and ending your tenancy

- 1 For all types of tenancy, you must give us four weeks' notice in writing to end your tenancy, unless we have agreed that you do not need to provide notice or can provide a shorter notice period. The notice must end on a Sunday or Monday and you must give us your new address. If you do not give us four weeks' notice, we will charge you the rent for that period of notice. You must give us vacant possession (you, and everyone else living there, must move out) and you must give us back all the sets of keys before the tenancy can end.
- 2 Flexible tenancies – You can only end (surrender) a flexible tenancy during its term by giving us four weeks' notice in writing. We may accept a shorter period of notice. We may not agree to your request to surrender your tenancy if you have outstanding rent or you have broken the tenancy agreement in a significant way. Your request to end a flexible tenancy during its term is only valid if we have agreed in writing. All joint tenants must sign a request to surrender the tenancy. One joint tenant cannot give a notice to quit a flexible tenancy unless he or she does so with the agreement of the other joint tenant.
- 3 Flexible tenancies – We can end a flexible tenancy during its term by serving you with a notice of seeking possession and getting a court order. We can also re-enter the property and then the tenancy will be ended but we will have to get a court order to evict you from the property.
- 4 Secure tenancies – You can only end (surrender) a secure tenancy by giving us four weeks' notice in writing. All joint tenants must sign the request to surrender the tenancy. If one joint tenant gives a valid notice to quit a secure tenancy, it ends for all of you.
- 5 Secure tenancies – We can only end a secure tenancy by getting a court order. If a secure tenancy no longer exists because, for example, you have stopped using the premises as your only or main home or you have sublet the whole of your premises, we may end the secure tenancy by giving 28 days' notice to quit. We will also apply for a court order to take possession of the premises.
- 6 At the end of the tenancy, if there is any damage to the premises or you have removed an item we own, you will have to pay for any repairs or replacement and any other loss we suffer.
- 7 We are not responsible for anything left in the property after you end your tenancy. We will remove any items you leave in the premises and get rid of them if the law allow us to, or store them if necessary. We will charge you the costs for getting rid of or storing them.

- 8 Once you have given notice to end your tenancy, you must allow us into your home to carry out inspections and show new tenants around. We will make an appointment with you.
- 9 At the end of the tenancy, you must clear all your belongings from the premises, lock the premises up and give us all the keys. You must empty any garages or sheds that you rent with the premises.
- 10 You must return the keys to the housing office before midday on the day that you leave the property, or on the next day that the housing office is open. If you do not return the keys on time, we may charge you extra for every week (or part of a week) you do not return them. If we have to change the locks, you will have to pay for the cost of this.
- 11 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install in your home. If you leave them behind at the end of your tenancy, they will become our property. If you take them with you, you must put the property back to the way it was before you made the improvements. If you do not, we will charge you.

L Succession

- 1 When you die, your tenancy may be taken over by someone else. This process is called succession and can only happen once to any tenancy. Who can succeed to your tenancy depends on the date your tenancy started and the type of tenancy you have. In all cases, apart from joint tenants when the surviving tenant takes over, any successor must be living at the tenancy address as their only or main home.
- 2 For secure tenancies that started **before** 1 April 2012, the following people can succeed to the tenancy.
 - A remaining joint tenant.
 - A married or civil partner living in the property at the time of the tenant's death.
 - A family member (within the qualifying list, including an unmarried partner) living in the property for the previous 12 months. A family member may have to move to smaller accommodation with a court order.
- 3 For secure tenancies that started **after** 1 April 2012, the following people can succeed to the tenancy.
 - A remaining joint tenant.
 - A husband or wife, civil partner or unmarried partner living in the property at the time of the tenant's death.
 - A family member who has been living with the tenant as a member of the household for five years before their death as long as the property meets the needs of the successor and there is no realistic alternative housing option available.
 - A live-in carer who has been providing care for at least 12 months who has been living with the tenant for five years before the tenant's death, who gave up accommodation to provide care. The property must meet the needs of the successor and there must be no realistic alternative housing option available.
 - A family member or a carer may be asked to move to smaller alternative accommodation.
- 4 For flexible tenants, the following people can succeed to the tenancy.
 - A remaining joint tenant.

- A husband or wife, civil partner or unmarried partner living in the property at the time of the tenant's death.
- A family member who has been living with the tenant as a member of the household for five years before their death as long as the property meets the needs of the successor and there is no realistic alternative housing option available.
- A live-in carer who has been providing care for at least 12 months who has been living with the tenant for five years before the tenant's death, who gave up accommodation to provide care. The property must meet the needs of the successor and there must be no realistic alternative housing option available.

We may ask a family member or a carer to move to smaller alternative accommodation. The tenant who succeeds to the tenancy takes on the remaining period of flexible tenancy and will be covered by the review process. If we ask them to downsize, we will offer them a new flexible tenancy.

5 For introductory tenants, the following people can succeed to the tenancy

- A remaining joint tenant.
- A husband, wife or civil partner living in the property for 12 months before the tenant's death.
- A family member, including an unmarried partner, living in the property for 12 months before the tenant's death.

If there is more than one possible successor, we give priority to a husband, wife or civil partner rather than a non-married partner and then a family member. If the successors cannot agree, we can decide who will take over the tenancy.

An unmarried partner or family member may have to move to smaller accommodation with a court order. The tenant who succeeds to the tenancy then takes on the remaining period of introductory tenancy and will be covered by the review process.

6 For demoted tenants, the following people can succeed to the tenancy

- A remaining joint tenant
- A husband, wife or civil partner living in the property for 12 months before the tenant's death.
- A family member, including unmarried partner, living in the property for 12 months before the tenant's death.

If there is more than one possible successor, we give priority to a husband, wife or civil partner rather than a non-married partner and then a family member. If the successors cannot agree, we can decide who will take over the tenancy.

Notes

- a A family member is a husband or wife, civil partner, unmarried partner of the same or opposite sex, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece and includes half brothers and half sisters and step-parent, step-grandparent, step-child, step-grandchild, step-brother, step-sister, step-uncle, step-aunt, step-nephew or step-niece.

M Notices

- 1 We will consider you to have properly given notice to us once you have delivered it or sent it by post to:

Director of Housing
Housing Services
Harrow Council
PO Box 65
Civic Centre
Harrow HA1 2XG.

- 2 We will have properly given you notice once we have delivered it or sent it by post to your home.

N Definitions

Assignment

In some circumstances, a tenancy can be assigned (or transferred) by court order to a partner or child. Or, a tenant can assign a tenancy to someone who qualifies as a successor.

Contractor

Any person working on our behalf, including subcontractors and agents.

Fixtures and fittings

All of the appliances and furnishings we have provided in the property including installations for supplying or using gas, electricity and water.

Flat

A home which is usually on one floor and which is part of a building.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas.

Hate crime

An incident which the victim or any other person believes has been motivated by hate. It specifically refers to crimes against people because of their race, sexuality and so on.

Improvement

Any alteration or addition to the property.

Lodger

Someone who lives with you, (not your partner or a member of your family) who shares your home and pays you rent and you provide them with services such as food or cleaning.

Maisonette

A self-contained home, often over two floors of a building, with its own separate entrance.

Mutual exchange

In some circumstances, a tenant can exchange their home with another tenant as long as we agree.

Partner

A husband, wife, civil partner or someone (of the same or opposite sex) who lives with you in a relationship.

Rent

Payment you make to live in your home. The rent may also include extra charges that you must pay.

Secure tenant

By law, secure tenants have the right to stay in a property and can only be removed with a court order.

Service charge

A charge for any service that we provide for your home.

Sheltered housing

Accommodation in a self-contained home with extra support services provided.

Subletting

Letting out part or all of your home in return for rent. You must not sublet all of your home.

Subtenant

Someone who has exclusive use of a room in your home in return for paying rent.

Succession

How a tenancy can be passed to another person if the tenant dies.

Vacant possession

When nobody is living in the property and it is free from all personal belongings or rubbish.

We, us, the landlord

Harrow Council, our contractors, agents and anyone working on our behalf.

Written permission

A letter from us giving you permission to do certain things.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.