

Tenancy Conditions For Non-Secure tenancies

1 LEGAL POSITION

The Council owns your home and they are your landlord. You have been granted a tenancy to provide temporary accommodation. The tenancy is granted by the Council to you under arrangements pursuant to Part VII of the Housing Act 1996 as amended by the Homelessness Act 2002. Accordingly, by schedule 1, paragraph 4 of the Housing Act 1985, this tenancy is not a secure tenancy. You do not have a right to buy the Property under Part V of Housing Act 1985. This means that when this temporary tenancy comes to an end, provided that you remain entitled to temporary housing accommodation from the Council and you are not in breach of the terms of this Agreement, the Council will offer you suitable alternative accommodation, and you will have to leave your home on the date specified in any notice to quit that is served on you by the Council. The Council may terminate this Agreement at any time if you are in breach of this Agreement or refuse an offer of suitable alternative accommodation.

2 AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take the Property with the contents on a weekly tenancy from the commencement date ("Tenancy Start Date"), until determined by notice, at the Rent subject to the following terms and conditions.

3 YOUR RESPONSIBILITIES

A To pay rent and service charges

1 The Council lets your home to you and you rent your home on a weekly tenancy from the Tenancy Start Date set out on your Tenancy Agreement at a weekly rent as set out on your Tenancy Agreement. The weekly rent includes any amounts for services and other charges for your home as stated in your Agreement.

2 The weekly rent is to be paid in advance every Monday for the week to come.

3 The rent may be changed by the Council as described in clause 7A of this Agreement.

B To pay Council Tax and Utility Charges

You are liable to pay your own Council Tax, water and sewerage charges, electricity and gas charges, all charges for the use of telephones including rental and any ancillary charges.

C To tell the Council about repairs

1 You must report to the Council as soon as possible any repairs which are needed. If you do not report those repairs as quickly as you should and this makes the problem worse or more expensive to repair or causes other problems which the Council then has to repair you must pay to the Council the extra cost involved as soon as the Council demands payment from you. You may ask the Council to allow you to pay any money you owe in instalments

- 2 If the Council incurs additional costs because you don't let us into your home to carry out any works, we will charge you those costs and add the amount to your rent account. You must pay any costs that the Council adds to your rent account.

D Decorating

You must keep the inside of your home in good condition and properly decorated.

E Alterations and Improvements

- 1 You must not make any improvements, alterations or additions to your home, including the installation of satellite dishes or other external structures or fittings.
- 2 If you make any improvement or alteration to your home, the Council may tell you to return the Property to how it was on the date you moved in. If you don't, the Council will do the works required to return the Property to how it was on the date you moved in and make you pay for those works.
- 3 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 first get written permission from the Council.
- 4 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 to keep the fire doors or security doors open.

F Allowing people authorised by the Council to come into your home

- 1 From time to time the Council will authorise people to enter your home to inspect your home and/or to check its condition and/or to inspect it for re-letting and/or to carry out any works to it or to any property near or next to your home which the Council owns. In an emergency you must let those people authorised by Council in to your home even if the Council has not told you in advance. You must allow the Council or anyone who works for, or is authorised by the Council, upon giving at least 24 hours' notice in writing (except in an emergency) to enter your home at all reasonable times for any of the following purposes
- Carry out an annual gas safety check;
 - Inspections;
 - The maintenance of any appliances or services that we have provided;
 - Repairs whether to your home, or to any property near or next to your home which the Council owns.
- 2 In an emergency you must let those people authorised by the Council into your home even if the Council has not told you in advance. You agree that in an emergency the Council may obtain access, by a lock change if necessary, if no one is available to allow the Council access to your home.

G Letting in people you do not know

If your home is in a block you must not let anyone you do not know into any locked areas you share with your neighbours, unless you know that the person is a person authorised by the Council to enter that area under clause F of this Agreement, or the person is a member of the emergency services.

H Use

- 1 You must not use your home for anything other than residential purposes providing a place for you and your family to live.
- 2 You must use and occupy your home as your only home.
- 3 You must not allow anyone other than those persons mentioned below to live in the Property without the landlord's prior written agreement.
- 4 You must keep the Property secure at all times
- 5 You must tell the Council if you are going to be away from your home for more than two weeks.
- 6 You must not keep any moped, motorbike or similar vehicle, or any other machine powered by an engine, inside your home. Toys and garden tools are allowed as long as they do not cause nuisance, damage or a fire risk.
- 7 If you have fences around your home, you must keep them in reasonable condition.
- 8 You must use all shared areas of the Property carefully and responsibly, and not allow anything to block or cause damage to any shared area.

I Garden

- 1 If your home includes a garden, or you share use of a garden with the occupiers of the other flats in the building, you must keep the garden tidy.
- 2 If there are any trees in the garden, you must maintain any trees to a reasonable size. You must not remove any trees without first getting written permission from the Council.
- 3 If you do not maintain your garden, the Council may choose to do so, but will recharge you for the cost any gardening works done and you must pay to the Council the cost of the gardening work as soon as the Council demand payment from you. You may ask the Council to allow you to pay any money you owe in instalments.
- 4 You must not store rubbish, furniture or any unsightly objects in your garden (if you have one) or in any garden or other area which you share with other occupiers

J Rubbish

- 1 You must dispose of all rubbish in a safe and appropriate manner. Rubbish must be placed in a dustbin, refuse chute or any other area designated by the Council.
- 2 You must not store rubbish or accumulate rubbish in your home.

K Pests

- 1 You must take reasonable steps to keep your home free from rats mice and other pests.
- 2 You must tell the Council's Environmental Health and Housing departments as soon as possible if your home becomes infested with rats mice or other pests.

L Animals

You may not keep any animals at the Property or any communal area of the Property with the exception of assistance dogs and written permission will need to be granted by the Council in these cases.

M Behaviour

- 1 You must not use your home or any Council property for illegal or immoral purposes, including taking, selling or supplying any illegal substance.
- 2 You must not cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home.
- 3 You must not encourage or allow anyone living with you or any of your visitors to cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home.
- 4 You must not harass anybody in the locality of your home. Harassment includes harassment on the grounds of age, disability, race, religion, sex or sexuality. Examples of the sort of behaviour which amounts to harassment are:
 - Violence or threats of violence
 - Verbal abuse or insults
 - Damage or threats of damage to somebody else's home or belongings
 - Writing graffiti which is threatening, abusive or insulting
 - Acting in a way which you know will upset, or disturb, or cause inconvenience to somebody else
 - Causing anyone who is part of your household to leave your home because of domestic violence
- 5 You must not use or threaten violence against or harass or abuse any employee of the Council or any Council member or Council appointed agent.
- 6 You must not use or threaten violence against or harass any other person who lives with you or who is visiting you.
- 7 You must not cause damage to your home or to any Council property wherever it is situated. You must not write graffiti on your home or on any Council property.
- 8 You must not encourage or allow anybody else to cause damage to your home or to any Council property or write graffiti on your home or any Council property wherever it is situated
- 9 If you damage your home or any Council property or write graffiti on it, or encourage

or allow someone else to do so, you must pay the Council the reasonable cost of repairing that damage, or removing the graffiti, as soon as the Council demand payment from you.

- 10 You must not throw or allow anybody else to throw anything from your home, or any areas that you share with your neighbours

N Noise

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.

O Prevention of Fire Hazards

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).

P Car Parking and Repairs

- 1 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not park any vehicle (including a caravan) anywhere except areas marked as parking areas on the forecourt of your home or on an estate. Vehicles parked in marked parking areas or forecourts or on an estate, must not cause anyone else a nuisance and must not stop any other vehicles or people from passing easily and safely.
- 2 Unless the Council tells you otherwise in writing, an estate road is not a place marked for parking.
- 3 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not park for long or regular periods (including on areas marked as parking areas) any heavy, trade or commercial vehicles on the forecourt of your home or in your garden or anywhere else on the estate where your home is.
- 4 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not park (including on areas marked as parking areas) untaxed vehicles on the forecourt of your home or in your garden or anywhere else on the estate where your home is.
- 5 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not keep motorcycles in your home, or, if your home is in a block in any areas that you share with your neighbours or in communal areas if you live in a flat or maisonette.
- 6 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not carry out major motor vehicles repairs or run any form of motor vehicle repair business either from your home (including any garage, garden, or forecourt) or the highway (including your allocated parking space, if any).

7 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not keep unsightly or damaged motor vehicles or parts of motor vehicles in your forecourt your garden your parking space or anywhere else on the estate where your home is.

8 The Council may clamp, remove and later destroy any vehicle that is abandoned, dangerous, not roadworthy or parked in a way that breaks this Agreement.

Q Posters

You must not affix posters signs or notices on the exterior of your home or on the inside so as to be visible from the exterior.

R Not to assign, sublet or part with possession

You must not:

- Assign your tenancy to any other person
- Part with possession of your home
- Sublet the whole or any part of it to any other person

S At the end of the tenancy

1 You must remove all property, including any rubbish, and leave your home in a reasonable state and condition at the end of the tenancy and return all keys to your home to the Council before midday on the day that you leave the Property, or the next day when the Council office is open. If you do not return the keys on time, we may charge you extra rent for every week (or part week) that you do not return them. If we have to change the locks, you will have to pay for the cost of this.

2 The Council will assume that you no longer need any items left in the Property and we may remove and destroy them

3 At the end of the tenancy, if there is any damage to the Property or you have removed any item we own from the Property, you will have to pay for any repairs to the Property or the replacement of such item and any other loss we suffer.

T Advising of changes to your household

You must tell the Council of any change in the details of the people who are living with you in your home within seven days of such a change.

U Legal costs

If the Council has to seek possession of your home through the courts, the Council will ask the court to make an order for costs against you.

W Failure to carry out your responsibilities

Failure to carry out any of the obligations could render you and your household liable for eviction and the consequent discharge by the Council of its responsibility for providing accommodation under the homelessness legislation.

4 YOUR RIGHTS

A Repairs

- 1 The Council will ensure that it keeps in good repair the structure and exterior of your home (including drains, gutters and external pipes.)
- 2 The Council will ensure that it keeps in good repair and proper working order the pipes and other installations in your home which provide you with your water, gas and electricity supplies. This includes basins, sinks, baths, lavatories and any appliances that we provide that make use of these supplies. It does not include any appliances which make use of these supplies that you provide for yourself.
- 3 The Council will keep in good repair and proper working order the heating system in your home and the system for providing hot water.
- 4 The Council will not repair any damage caused by:
 - anything you have done;
 - damage caused by anybody living with you or any of your visitors (including in both cases people under the age of 18);
 - any work which you or people for whom you are responsible have done, even if the Council has agreed that you can do this work or get it done;
 - anything which you or people for whom you are responsible have installed in your home even if the Council have agreed that this may be installed.

5 TERMINATION OF THIS AGREEMENT

- 1 Either the Council, or the Tenant, may terminate this Agreement at any time by giving to the other party concerned, not less than four weeks' notice in writing ending on a Monday.
- 2 The Council will consider that you have properly given notice once you have delivered it or sent it by post to the Council at:

Head of Housing
Harrow Council
PO Box 65
Civic Centre
Harrow HA1 2XG

- 3 The Council will have properly given you notice once we have delivered it, or sent it by post, to your home.

6 CHANGES TO THIS AGREEMENT

- 1 The Council may bring this Agreement to an end by giving you four weeks' notice to quit your home.
- 2 The Council may change the terms of this Agreement provided that (except in the case of a notice under clause 7A) it follows the following procedure.
- 3 Notice must be served by the Council on you setting out the changes it wants to

make to the clauses of this Agreement or any variation of this Agreement;

4 You may give your comments to the Council about any proposed changes to the clauses within 21 days of the notice referred to at clause 6.2.

5 If the Council decides to make the changes after considering any comments made by you, it must serve a notice of variation on you and the change will take effect 28 days after such notice.

7 YOU AND THE COUNCIL FURTHER AGREE THAT

A Change of rent

The amount of rent payable by you under this Agreement may be varied by the Council if they give you four weeks written notice.

B Service of notices

1 When the Council give you permission to do anything it will only be valid if it is in writing and signed by or on behalf of the Council's director of Adult Housing Services. Any notice you wish to give to the Council must be in writing.

2 Any notice to be served on you shall be deemed to be duly served if left at your home either hand delivered to you in person or posted through your letter box.

C Joint and separate liability

Where two or more persons are tenants, the clauses in this Agreement apply to you both jointly and separately.

D The council's right of set-off

If at any time you are in arrears of rent but the Council owes you any money in connection with your tenancy, rather than pay the money directly to you, the Council may decide to credit your rent account with the money with it owes you. You will receive notification of the payment if the Council does this.

E Contracts (Rights of Third Parties) Act 1999

This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

F Local Authority Statutory Functions

For the avoidance of doubt nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under all public and private statutes bylaws orders and regulations may be as fully and effectually exercised in relation to the Property as if it was not the landlord of the Property and this Agreement had not been executed by it.