

**SAMPLE
COPY OF
HILLINGDON
TENANCY
CONDITIONS**

SAMPLE

NOTICE OF FORM OF TENANCY

To

Regarding Offer of Property At

The Mayor & Burgesses of the London Borough of Hillingdon offer three different types of tenancy. This notice is served under Housing Act 1985, s.107A and/or Housing Act 1996 s.137A and is to inform you of the type of tenancy that you are being offered and how long that tenancy will last.

If you are being offered a Secure Flexible Tenancy, you have the right in law to request a review of the decision about the length of term of the tenancy but only if you believe we have not followed our policy on the length of Secure Flexible Tenancy that you should be granted.

I/We have received the Notice of Form of Tenancy.

I/We understand the type of tenancy I have been offered and my right to request a review of the length of any Secure Flexible Tenancy.

I/We understand that any request for a review must be made in writing within 21 days of the date of this offer

Signed

Date_____

You are being offered -

<p>A Probationary Tenancy. This tenancy will last for one year. At the end of that one year period, if it has not been extended or ended, it will automatically become a Secure Flexible Tenancy for a period of two years. The terms of both your Probationary Tenancy and the Secure Flexible Tenancy that will follow it are contained in the attached Tenancy Terms and Conditions.</p>	<input type="checkbox"/>
<p>A Probationary Tenancy. This tenancy will last for one year. At the end of that one year period, if it has not been extended or ended, it will automatically become a Secure Flexible Tenancy for a period of five years. The terms of both your Probationary Tenancy and the Secure Flexible Tenancy that will follow it are contained in the attached Tenancy Terms and Conditions.</p>	<input type="checkbox"/>
<p>A Probationary Tenancy. This tenancy will last for one year. At the end of that one year period, if it has not been extended or ended, it will automatically become a Secure Tenancy, which will have no expiry date. The terms of both your Probationary Tenancy and the Secure Tenancy that will follow it are contained in the attached Tenancy Terms and Conditions.</p>	<input type="checkbox"/>
<p>A Secure Flexible Tenancy. This tenancy will last for a period of two years. The terms of the tenancy are contained in the attached Tenancy Terms and Conditions.</p>	<input type="checkbox"/>
<p>A Secure Flexible Tenancy. This tenancy will last for a period of five years. The terms of the tenancy are contained in the attached Tenancy Terms and Conditions.</p>	<input type="checkbox"/>
<p>A Secure Tenancy. This tenancy does not have an expiry date. It will last until determined in accordance with the law or with the terms of the tenancy itself. The terms of the tenancy are contained in the attached Tenancy Terms and Conditions.</p>	<input type="checkbox"/>



TENANCY AGREEMENT

This tenancy agreement is between -

- us, the the Mayor & Burgesses of the London Borough of Hillingdon; and,
- you, the tenant or tenants named below

The tenancy is for the property at

This tenancy agreement is -

<p>A Probationary Tenancy. This tenancy will last for <u>one year</u>. At the end of that one year period, if it has not been extended or ended, it will automatically become a Secure Flexible Tenancy for a period of <u>two years</u>.</p>	<input type="checkbox"/>
<p>A Probationary Tenancy. This tenancy will last for <u>one year</u>. At the end of that one year period, if it has not been extended or ended, it will automatically become a Secure Flexible Tenancy for a period of <u>five years</u>.</p>	<input type="checkbox"/>

<p>A Probationary Tenancy. This tenancy will last for <u>one year</u>. At the end of that one year period, if it has not been extended or ended, it will automatically become a Secure Tenancy, which will have no expiry date.</p>	<input type="checkbox"/>
<p>A Secure Flexible Tenancy. This tenancy will last for a period of <u>two years</u>.</p>	<input type="checkbox"/>
<p>A Secure Flexible Tenancy. This tenancy will last for a period of <u>five years</u>.</p>	<input type="checkbox"/>
<p>A Secure Tenancy. This tenancy does not have an expiry date.</p>	<input type="checkbox"/>

I have read and understood this tenancy agreement and agree to the conditions set out in this document.

The information I have given to the Council when applying for this property is true and has not changed since I gave it to you. I understand that it is an offence to provide false or misleading information or to withhold relevant information in order to obtain a tenancy and that you will take action if you believe that I have done so.

Signed

BY THE TENANT(S)

Date _____

FOR AND ON BEHALF OF THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH OF
HILLINGDON (AS LANDLORD)

Name _____

Position _____

Date _____

This page contains information about where to get advice and how to serve notice on the the Mayor and Burgesses of the London Borough of Hillingdon, as your landlord. It does not form part of your Tenancy Agreement

This document contains the terms for Probationary Tenants, Secure Flexible Tenants and Secure Tenants. All of those types of tenancy can be equitable or legal (see definitions).

There are two copies of the agreement; one for you to keep and the other will be retained by us.

If there is anything you do not understand about your tenancy, you should ask a member of our staff . Alternatively, you can contact a Housing Advice Centre, a Law Centre, Citizens Advice Bureau or a solicitor to get independent advice.

If you wish to serve notice on the London Borough of Hillingdon relating to your tenancy, such notice should be addressed to the **Mayor and Burgesses of the London Borough of Hillingdon, Housing services, Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW.**

This document contains your Tenancy Agreement and conditions of tenancy. It combines the tenancy conditions for introductory tenancies (known locally as **Probationary Tenancies**), **Secure Flexible Tenancies**, and **Secure Tenancies**. You will see that some clauses vary according to the type of tenancy you have and these are marked accordingly. Where clauses are not marked, they apply to all types of tenancy.

Your Tenancy Agreement is a legal contract between you and the Council. It covers all the rights and responsibilities of you (the Tenant) and of us (the Landlord). It is an important legal document and should be kept in a safe place. You should take time to read the whole agreement.

To help you find your way around this document, here is a brief summary of each section:

Introduction

1. Definitions

This section gives you the definition of certain words that have a specific meaning in this Agreement.

2. About your Tenancy Agreement

This section explains some of your rights and responsibilities as a Tenant.

3. Rent and other charges

This section tells you how and when to pay your rent and any other charges due under this Agreement and what happens if you don't pay on time.

4. Grounds for Possession

This section gives you information about the various grounds upon which we can seek possession of your home.

5. Repairs and maintenance

This section sets out the repair and maintenance responsibilities of both the landlord and the tenant.

6. Your neighbours and the community

This section tells you how you and your household are expected to behave.

7. Living in your home

This section sets out what you are allowed to do in your home, what changes you can make, who can live with you, what pets you can keep, and where you can park.

8. Health, safety and hygiene

This section tells you what you must do to keep your home safe and how to prevent danger to yourself, your family and others.

9. Communication and consultation

This section sets out how we will treat you, how we include you in decisions about your home and the services we provide, and how we deal with complaints.

10. Ending your tenancy or handing it to someone else

This section tells you what you need to do when you decide to end your tenancy or wish to hand it to someone else and how to move somewhere else.

11. Changing the management of housing services

This section explains your right to choose other ways for your home to be managed.

12. Buying your home

This section explains what rights you have to purchase your home.

1. Definitions

Certain words in this Agreement have a specific meaning because this is a legal document. The words used may have a different, more general or more limited meaning than you would normally expect.

1.1 Premises, property or home

The dwelling let to you, including any garden, integral garage, carport, hard standing, shed, outbuilding, fence or wall.

1.2 We, us or the Council

The Mayor & Burgesses of the London Borough of Hillingdon or any agent or contractor appointed to help carry out the management and maintenance of the Council's housing stock.

1.3 You or Tenant

The legal or equitable tenant of the property. If you are a joint legal or equitable tenant, then the words 'you' or 'tenant' refer to you jointly and individually.

1.4 Assignment or to assign (secure tenants only)

This is the legal process of passing all your tenancy rights and responsibilities over to another person.

1.5 Care Leaver

Someone who is a care leaver and a relevant child under the Children (Leaving Care) Act 2000. We have a general duty to accommodate care leavers in suitable accommodation.

1.6 Contractual tenants

If at any time you lose your security of tenure (see below paragraph 1.25), you will lose many of the rights and benefits currently attached to your tenancy and you will no longer be a secure tenant but will become a contractual tenant. Contractual tenants have little or no rights regarding the property and their tenancy can be brought to an end by service of a Notice to Quit.

1.7 Demoted tenancy (Secure and Secure Flexible Tenants only)

The demoted tenancy was introduced by the Anti Social Behaviour Act 2003 to enable us and other organisations to deal effectively with anti social behaviour.

Only a court may demote a tenancy and we may make an application if you, members of your

household or your visitors are involved in anti social behaviour.

If the court orders that your tenancy be demoted, your secure tenancy will come to an end from that date and will be replaced by a demoted tenancy. As a demoted tenant, you will have limited rights and less protection from eviction than a secure tenant.

If your tenancy is demoted you will not have the right to:

- apply for the right to buy your property
- sub-let part of the property or take in a lodger
- apply to exchange your property
- improve or alter your home, or seek compensation for improvements.

Besides the four exceptions mentioned above, once the tenancy is demoted all the other terms and conditions of your tenancy will apply unless the court orders otherwise.

If you do not cause any further nuisance or break your tenancy agreement in any other way, you will automatically become a secure tenant again after twelve months. We may serve you with notice during your demoted tenancy to tell you that your tenancy will become a secure Flexible tenancy at the end of the demotion period rather than a secure tenancy.

If there are further breaches following the Demotion Order, we may take steps to evict you from your home.

1.8 Domestic Violence

Domestic violence is any incident of threatening behaviour, violence or abuse between adults who are or have been in a relationship together, or between family members, regardless of gender or sexuality.

Such violence is not limited to the home and may take place anywhere.

1.9 Equitable Tenants

An equitable tenant is a sole tenant who has not yet reached the age of eighteen. Joint equitable tenants are joint tenants none of whom has reached the age of eighteen.

If you are an equitable tenant or joint equitable tenant the conditions of tenancy apply to you in the same way as they do to legal tenants.

Unless we expressly say otherwise either at the beginning of the tenancy or during the tenancy, if you are an equitable tenant or joint equitable tenants, we will hold the legal title to the tenancy for you until the sole equitable tenant, or one of the two joint equitable tenants reaches eighteen or the tenancy is given up or otherwise comes to an end.

1.10 Fraud

This is when someone gives false or misleading information or takes certain action in order to get something which they would not otherwise be entitled to get, for example money, benefits or a tenancy.

1.11 Household and members of your household

This includes everyone who lives in the property with you. This could include but is not limited to your partner, children, friends, carers or lodgers and others that may live with you even for short periods of time.

1.12 Legal tenant

A legal tenant is a sole tenant who has reached the age of eighteen.

A joint legal tenant is a joint tenant who has reached the age of eighteen.

1.13 Mutual Exchange (secure tenants and Flexible tenants only)

A mutual exchange is when you swap your premises and tenancy with the premises and tenancy of another tenant.

You can swap with another council tenant or the tenant of another council or social landlord. You can only do this with our written permission.

A social landlord in this context refers to either a Registered Provider of Social Housing (see paragraph 1.22) or a Housing Trust which is operating as a charity.

Housing Trusts are housing organisations which seek to provide affordable housing. Quite a number of them are also registered providers of social housing.

1.14 Neighbour

Everyone living in the locality, including people who own their own homes, tenants of other councils or social landlords or tenants of private landlords and those in temporary accommodation.

1.15 Notice

This is a formal written document, given either by you or the council.

Examples of Notices given by the council would include, but are not limited to, a Notice of Seeking Possession, a Notice to Quit or a Notice of Variation.

1.16 Partner

A husband, wife, civil partner, same sex partner or someone who lives with you as your husband or wife.

1.17 Penalty Notice

This is a notice which can be issued by the council in order to deal with problems such as litter and noise. The notice will normally require a fine to be paid for the alleged wrong doing.

1.18 Permission

If, in this Agreement, it says that you must ask for permission to do something, you must put your request in writing. The request must be signed by you or somebody on your behalf and posted or delivered to the relevant Housing Office. You must then obtain written permission from your housing officer before doing whatever it is that requires our permission.

1.19 Possession Order

This is an Order from the Court granting us possession of your home.

The Order can be outright, suspended or postponed. If suspended or postponed, you will not immediately lose your home but will be required to comply with conditions. If you do not keep to those conditions or commit some other breach of your tenancy agreement or some other ground for possession arises, the court may order you to leave your home.

1.20 Probationary Tenancy

The Housing Act 1996, Part 5, allows us to create 'Introductory Tenancies' which are defined in section 124 of that Act. Introductory tenancies last only for a 'trial period' before they become secure tenancies or secure Flexible tenancies; introductory tenants have fewer rights and less protection from eviction than secure tenants.

We call these types of tenancies 'Probationary Tenancies' and every reference to 'Probationary

Tenancy' and 'Probationary Tenant' should be construed accordingly.

'Probationary Period' refers to the **'trial period'** specified in the 1996 Act. This period usually lasts twelve months. If you keep to the terms of the Agreement during the trial period, the tenancy will automatically become a secure or secure Flexible tenancy after this time. If, however, we become concerned about your conduct during the probationary period, we may extend your probationary tenancy for a further six months.

By law, during the probationary period, probationary tenants do not have the same rights as 'secure tenants'. For example, you cannot:

- apply for the right to buy your home
- sub-let part of the property or take in a lodger
- apply to exchange your property
- assign your tenancy to another person
- improve or alter your home, or seek compensation for improvements
- apply for the Right to Repair.
-

Every tenant who has not held a secure or assured tenancy immediately before this tenancy will be given a Probationary tenancy in the first instance.

1.21 Quiet enjoyment

This refers to your right to live in your property without unnecessary and/or unreasonable disturbance from others.

1.22 Registered Provider of Social Housing

This is any landlord that is registered with the relevant national agency to provide social housing. This can include housing associations, trusts and co-operatives.

1.23 Secure tenant / tenancy

A secure tenancy is one:

- that is not excluded from being a secure tenancy by Housing Act 1985
- that is not a probationary tenancy and has not been made into a demoted tenancy
- that grants exclusive occupation of a separate dwelling
- of which a local authority like us is the landlord
- where the tenant lawfully occupies the property as her/his only or principal home.
-

A secure tenancy continues indefinitely while those conditions are satisfied and/or until it is brought to an end by a court or by the tenant surrendering the tenancy or by being converted into a demoted tenancy by the court.

A secure tenant is someone who is granted a secure tenancy and occupies the property as her/his only or principal home.

Where the context of this tenancy permits, the term "secure tenancy" includes a secure Flexible tenancy.

1.24 Secure Flexible Tenancy

The Localism Act 2011 allows local authorities to grant secure tenancies for a fixed period of time. We have decided to use Flexible tenancies, which will be tenancies for either two years or five years.

Secure Flexible tenants have the similar rights as secure tenants, except that a secure tenant is entitled to occupy the property indefinitely whereas a secure Flexible tenant will only be allowed to occupy the property for the fixed period of the tenancy.

If you are being offered a flexible tenancy, you will receive a notice telling you and informing you of how long the tenancy will last. If you believe that we have not properly applied our policy when deciding how long your flexible tenancy should last, you can ask for a review.

We may decide to grant you another flexible tenancy when your flexible tenancy comes to an end. We will write to you not less than six months before the end of your tenancy to tell you if we do not intend to grant a further tenancy and the reasons why. You will have the right to request a review of that decision.

If we do not grant you a new tenancy, we will serve you with notice requiring possession before the end of flexible tenancy.

If we have served you with both notices correctly and have undertaken the requested review, the court must make an order for possession.

Where the context of this tenancy permits, the term "secure tenancy" includes a Secure Flexible Tenancy.

1.25 Security of Tenure

This refers to the rights and benefits attached to any tenancy, in particular the right not to be evicted without us going through the correct procedure and obtaining a court order.

1.26 Service charges

These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from.

They do not apply to all tenancies. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example communal lighting and door entry systems, or where there are common areas that need cleaning and maintaining.

1.27 Shared or Communal Areas

When we use the words 'shared or communal areas' we mean stairs, lifts, landings, foyers, entrance halls, roofs, paved areas, shared gardens, bin stores, parking bays and any other area accessible to more than one person.

1.28 Statutory Undertakers

Persons authorised by an enactment or statutory provision to carry out certain public functions (e.g. Transco).

1.29 Subletting and Lodgers (Secure and Secure Flexible Tenants only)

Subletting is entering into an agreement with another person, either written or verbal, by which they pay you money to live in the whole or part of the property, while you live either somewhere else or live in the other part of the property. The person you sublet to is called a Subtenant.

A lodger is someone who lives in the property with you but to whom you have not sublet the whole or part of the property.

If you have a demoted or probationary tenancy, you are not allowed to take in a lodger or sublet the whole or part of the property.

If you are a secure or Secure Flexible Tenant you are permitted to allow a lodger(s) to live in your property as long as you fulfil the requirements set out in paragraph 7.3.1 below. You are also permitted to sublet part of the property as long as you fulfil the requirements set out in paragraph 7.5.1 below.

1.30 Succession and Survivorship

A Secure or Secure Flexible Tenancy may - in some circumstances - be passed on to another person when the tenant dies.

Where one joint tenant dies the tenancy automatically passes to the surviving tenant under the rule of Survivorship.

Where a sole tenant dies, the Housing Act 1985 gives the right for the tenancy to pass to the tenant's spouse/civil partner or some living as if in a civil partnership

A spouse or civil partner is only qualified to succeed the tenant if he or she lives in the property as his or her only or principal home at the time of the tenant's death.

Succession can only happen once. Survivorship is a form of succession and therefore it is not possible to succeed to a tenancy that was held by a surviving joint tenant.

1.31 Tenancy Conditions

The tenancy conditions in this Agreement state your responsibilities and those of us as Landlord.

2. About your tenancy agreement

This section explains some of your rights and responsibilities as a Tenant. Please remember that in this Agreement there are specific sections that are only applicable to Probationary tenants and certain sections that are only applicable to Secure and Secure Flexible Tenants.

Within this section

- 2.1 Acceptance of the conditions of tenancy
- 2.2 Access to services - your rights as a tenant
- 2.3 Photographs
- 2.4 Keeping to the Agreement
- 2.5 Responsibility of joint tenants
- 2.6 Consequences of breaking the terms of this Agreement
- 2.7 Action that may be taken against Secure tenants
- 2.8 Action that may be taken against probationary / demoted tenants
- 2.9 Access to personal records
- 2.10 Disclosure of information to third parties
- 2.11 National Fraud Initiative

2.1 Acceptance of the conditions of tenancy

Once you have signed the Tenancy Agreement you have accepted the conditions of tenancy and are legally bound by them. However signing this Agreement does not limit any rights you may have under any other statutory provisions.

2.2 Access to services

We operate an equal opportunities policy. We aim to ensure that all tenants can access our services.

2.3 Photographs for all new tenants

We will take photographs of all new tenants as and when they come in to sign their Tenancy Agreement or as soon as is reasonably practical thereafter. The photographs will be retained electronically and will not be disclosed to any third parties unless we are required to do so by law.

2.4 Keeping to the agreement

This Agreement gives you the right to stay in your home as long as:

you do not break any of the conditions of the Agreement

you live in the premises as your only or principal home

you do nothing that gives rise to a ground for possession under the Housing Act 1985, schedule 2

we have no other reason for asking the Court to grant a possession order or to require you to vacate or leave the property, e.g. when the fixed term of a Secure Flexible tenancy comes to an end.

2.5 Responsibility of joint tenants

In the case of a joint tenancy, at least one of the joint tenants must occupy the property as their only or main home.

Joint tenants have a shared interest in the property for the whole period of the tenancy. They are jointly and individually liable to pay the charges and for all the obligations under the tenancy.

2.6 Consequences of breaking the terms of this Agreement

If you break any of the conditions of this Agreement we may take legal action against you. The action taken in such circumstances will depend on the type of tenancy you have.

2.7 Action that may be taken against Secure or Secure Flexible tenants

If you are a Secure tenant there are a number of remedies we may seek if you breach any of the terms of your Tenancy Agreement. The options we will usually consider are:

- Order for Possession
- Injunction, including Anti-social behaviour injunctions
- Order for Demotion of Tenancy
- Anti Social Behaviour Order.

There may be other options that we pursue, depending on the circumstances.

2.8 Action that may be taken against probationary / demoted tenants

For tenants with probationary tenancies we may take steps to extend the trial period of your tenancy for a further six months.

If you have a probationary or a demoted tenancy and you break any of the conditions of this Agreement, we may decide to end your tenancy and take legal action to evict you.

We may also seek an Injunction or Anti Social Behaviour Order against you for breach of your tenancy conditions.

There may be other options that we may pursue, depending on the circumstances.

2.9 Access to personal records

You have a legal right to see information held about you and your household.

If you wish to view such data you will need to make a request in writing, pay the relevant charge and provide proof of your identity.

If you wish to see information given by another person or organisation you may only do so if they have given their written permission.

If you think any of the information recorded is inaccurate you can ask for it to be changed and we will record this on the file.

2.10 Disclosure of information to third parties

You have certain rights under the Data Protection Act. We will respect these rights at all times and not disclose personal information to a third party unless we have a duty to do so or are required to do so by the law.

2.11 National Fraud Initiative

The Audit Commission is an independent public body responsible for ensuring that public money is spent economically, efficiently and effectively. The council or its contractor have to take part in a regular National Fraud Initiative (NFI), which the Audit Commission manages nationally, and which is administered locally by the council.

The purpose of the NFI is to detect fraud and error in payments made from the public purse.

The information used in the NFI will include housing rents and tenancy details, as well as other information, such as housing benefits. The council and its contractors have a legal obligation to give this information to the Audit Commission. It will be compared with the records of other councils and public bodies like the Department for Work and Pensions. Detailed investigations will be carried out where it looks as though they may be necessary.

All the information is subject to strict data protection guidelines and rules of investigation.

3. Rent and other charges

This section tells you how and when to pay your rent and any other charges due under this Agreement and what happens if you don't pay on time.

Within this section

- 3.1 Rent
- 3.2 Water rates
- 3.3 Service charges
- 3.4 Heating charges
- 3.5 How to pay your rent
- 3.6 Notice of rent changes
- 3.7 Changes in other charges
- 3.8 Allocation of rent payments made
- 3.9 Failure to pay

3.1 Rent

The rent is a weekly amount decided by the Council, detailed in the attached **schedule 1**. It must be paid on a Monday, one week in advance. It may be increased from time to time and we will send you notice of any increase.

3.2 Water rates

Unless you have a water meter you must also pay as rent an amount to cover the water rates.

3.3 Service charges

You must pay any service charge specified in the Agreement or advised to you from time to time after the appropriate notification has been given. Any such service charges are payable as rent and must be paid with your rent.

3.4 Heating charges

In certain properties we provide heating and/or hot water for which a separate charge will be made. Any such charges are payable as rent and must be paid with your rent.

3.5 How to pay your rent

You can pay your rent in a number of ways which currently include :

- by direct debit or standing order
- at a Post Office
- at your bank
- over the phone
- on line via the council's website.

If you have difficulty paying the full rent and service charges you should apply to the council for Housing Benefit.

3.6 Notice of rent changes

From time to time we may change your rent. We will not change your rent until you have been notified in writing at least four weeks before you need to start paying any new amount.

3.7 Changes in other charges

We will notify you in writing of any changes in other charges as soon as possible after the decision to alter them.

3.8 Allocation of rent payments made

We will treat your payments as rent due before we credit them to any other charges.

If you owe rent or any other charges for a previous tenancy the council may require you to pay these through your current rent account.

Where arrears exist on a rent account, payments received will be applied to the oldest debt first, regardless as to whether they relate to arrears from a previous tenancy or from the current tenancy.

3.9 Failure to pay

You must pay your rent and other charges in full as they become due. If you have difficulty paying, you should speak to your housing officer who will be able to provide advice and refer you to any available services or organisations that may help.

If you fail to pay your rent and other charges we will take legal action to recover the debt and possibly seek a Court Order for Possession of your home. This could lead to your eviction from the property.

4. Possession

This section gives you information about the ways in which we can obtain possession of your home.

Within this section

General Points for all tenants

- 4.1 Order for Possession
- 4.2 Notices
- 4.3 Service of Notices
- 4.4 Other remedies available to the council
- 4.5 Eviction
- 4.6 Being found intentionally homeless

Possession if you lose your security of tenure

- 4.7 Possession if you lose your security of tenure

Possession of Introductory or Demoted Tenancies

- 4.8 Notices
- 4.9 Reviews

Possession of Secure Flexible Tenancies

- 4.10 Possession at expiry of the fixed term
- 4.11 Possession during the fixed term

Possession of Secure Tenancies

- 4.12 Grounds on which court may order possession if it considers it reasonable
- 4.13 Grounds on which the Court may order possession if suitable alternative accommodation is available
- 4.14 Grounds on which the Court may order possession if it considers it reasonable and suitable alternative accommodation is available

GENERAL POINTS FOR ALL TENANTS

4.1 Order for Possession

We can only bring your tenancy to an end and repossess your home if we obtain an order for possession from the court.

4.2 Notices

Prior to the issue of legal proceedings we are required to serve certain notices, such as a Notice of Seeking Possession, a Notice of Proceedings for Possession, a Notice to Quit, a Notice that your Secure Flexible tenancy will not be renewed, or a notice that we require possession of your Secure Flexible tenancy.

Where a notice requires possession, it must give a minimum of four clear weeks' notice prior to

the issue of legal proceedings. There are limited exceptions to this rule.

In some cases the Court may dispense with service of the Notice.

4.3 Service of Notices

If we need to serve you with any notice, this will be done by either

- handing it to you in person or to any adult at the property or your last known address
- delivering it through the letter box of the property or your last known address; or
- sending it by first class post to the property or your last known address.

We retain the right to choose the most appropriate method of service.

4.4 Other remedies available to the council

You should be aware that if you breach your conditions of tenancy or behave in an anti social manner we may apply to the court for

- an Injunction
- a Demotion Order
- an Anti Social Behaviour Order
- the suspension of your right to buy
- any other order which the law allows us to seek at the same time as an order for possession and which we consider necessary in all the circumstances.

Such action can be taken in addition to possession proceedings.

4.5 Eviction

In order to evict you under any possession order, we have to ask the court to set a date for this to be done by the bailiff. The court will advise you of this date. You have the right to ask the court for the warrant to be stayed (postponed or cancelled).

4.6 Being found intentionally homeless

You should also be aware that if the court makes a Possession Order against you and you subsequently present as homeless to any local authority you and your household might be found to be intentionally homeless, which means that the local authority may not have a duty to accommodate you permanently.

POSSESSION IF YOU LOSE YOUR SECURITY OF TENURE

4.7 In some circumstances, you may lose your security of tenure, for example if you part with

possession of the whole of your property. In these circumstances, we only need to serve you with a notice to quit; we do not need to give reasons for seeking possession or satisfy the court of any grounds for possession. If the court is satisfied that the notice was properly served, it must grant us possession.

POSSESSION OF INTRODUCTORY OR DEMOTED TENANCIES

Probationary and demoted tenants have less security of tenure and can therefore lose possession more easily than Secure tenants.

Although we must still obtain an order from the court before you are evicted and must still act reasonably, we do not need to show that a ground for possession has been made out or that it is reasonable to order possession. The law does not require us to prove a legal reason in court and there may be many reasons why we decide to seek possession, some of the most common reasons we might seek to evict you include:

- anti social behaviour
- rent arrears
- damage to the property

Once the matter gets to court, and it is shown that we have followed the correct procedures, the judge will have no choice but to make a Possession Order against you.

4.8 Notices

Before ending your tenancy, we must send you a 'Notice of Proceedings for Possession'. This is a legal notice and it will tell you that we intend to go to court and ask for a possession order. The notice will give the reasons why we are seeking possession of your property.

4.9 Reviews

If you are served with a Notice of Proceedings for Possession, you have the right to request a review of the decision to evict you. Such a request must be made within fourteen days of the date we gave you notice. The Notice will give full details on how you can request a review. Full details on the procedure followed on review are obtainable from your housing officer.

When we carry out our review, we may decide that our original decision was wrong and you will be allowed to stay in the property. We may decide, however, to uphold our original decision

to seek possession, in which case we will apply to the court for an order for possession.

POSSESSION OF SECURE FLEXIBLE TENANCIES

Secure Flexible tenancies are Secure tenancies for a fixed period of time, usually two or five years. There are two main ways in which we can obtain possession of a Secure Flexible tenancy -

- at the expiry of the fixed term
- under a ground for possession during the fixed term

4.10 Possession on Expiry of Fixed Term

If we decide not to grant you another tenancy on the expiry of your fixed term, we will give you six month's notice of our decision and the reasons for it.

You are entitled to request a review of this decision under section 107D(3)(c) of the Housing Act 1985.

If we intend to proceed with possession, we must serve you with a further notice, giving you not less than two month's notice that we require possession.

If you do not leave the property and we apply to the court for an order for possession, the court must make the order if it is satisfied

- we have served you with both notices correctly, and
- we have lawfully completed any review that you have requested and reached a decision that was not wrong in law.

If the court does not think that we have properly conducted the review or that we reached an incorrect decision, it may tell us to carry out a further review.

4.11 Possession during the fixed term

If during the fixed term of your tenancy, we believe that you have breached a ground for possession, we can seek possession against you on the same grounds as are available to us in relation to Secure tenancies (see below).

POSSESSION OF SECURE TENANCIES

The grounds for possession are set out in the Housing Act 1985, schedule 2. These are the principal grounds on which we will seek possession of your Secure tenancy and they are set out below; the law may change during your

tenancy and/or new grounds may be added, we therefore may add to this list or seek possession on different grounds if we believe that it is appropriate to do so.

It is not enough for us to show that a ground is made out, we normally will have to demonstrate to the court that it is reasonable to order possession. This is a question for the court. It means that they will have to consider all of the surrounding circumstances when deciding reasonableness.

If we have to provide alternative accommodation, that accommodation must be suitable. It is for us to decide what is suitable in the circumstances, although you may challenge this in the courts.

4.12 Grounds on which court may order possession if it considers it reasonable

4.12.1 Failing to pay the rent or breaking some other condition of tenancy.

4.12.2 You or a person living in or visiting the property has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the neighbourhood.

You or a person living in or visiting the property has been convicted of using the dwelling house or allowing it to be used for immoral or illegal purposes, or an arrestable offence has been committed in the property or in the locality of the property.

In the cases where this ground applies the law allows us to start court action immediately after the Notice has been served - we do not need to wait for the four week period as we usually do.

Where the anti social behaviour is of an extremely serious nature, we may consider applying to court for permission to be excused from the requirement to serve a Notice of Seeking Possession at all, in which case we will just bring proceedings against you for possession.

4.12.3 You or anyone living in the property damages the property or common parts used by other tenants, such as a staircase in a block of flats.

4.12.4 You or anyone living in the property deliberately damages furniture provided by us.

4.12.5 You or a person acting at your instigation, knowingly or recklessly, gave false information in order to obtain a tenancy.

4.12.6 Your tenancy has arisen through mutual exchange of properties and money has changed hands as part of this transaction.

4.12.7 The property was made available to you (or to a previous tenant from whom you have now succeeded), while work was being carried out on your original property and the work is now complete so that you can return to live there.

4.12.8 The property was occupied by

- a married couple, or
- a couple who are civil partners of each other, or
- a couple living together as husband and wife
- or a couple living together as if they were civil partners

and one partner has left because of violence, or threats of violence, by the other and the partner who has left is unlikely to return.

4.13 Grounds on which the Court may order possession if suitable alternative accommodation is available

4.13.1 The property is overcrowded and the tenant(s) is (are) in breach of statutory regulations. The relevant housing officer will inform you if you are in breach of statutory regulations.

4.13.2 We wish to demolish or rebuild the property or carry out work on it and cannot do so without obtaining possession.

4.13.3 The property is part of a redevelopment scheme and the property is to be sold as part of this scheme.

4.14 Grounds on which the Court may order possession if it considers it reasonable and suitable alternative accommodation is available

4.14.1 You occupy a property which has been specially adapted to suit the needs of a disabled person but there is no longer a disabled person

living there and we need the property to accommodate another disabled person.

4.14.2 Social Services or a special facility is provided nearby to help people with disabilities but no one with special needs resides in the property any longer and we require the property to house someone who does have those special needs.

4.14.3 You have succeeded to a tenancy but the property is larger than you reasonably need.

4.15 Forfeiture Clause. The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition or covenant, in this tenancy agreement;
- (c) an Act of Insolvency.

If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this tenancy shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

5. Repairs and maintenance

This section sets out the repair and maintenance responsibilities of both the landlord and the tenant.

Within this section

- 5.1 Council's obligation: General Repairs
- 5.2 Wilful damage and neglect
- 5.3 Right to repair
 - 5.4.1 Alterations and adaptations (Secure and Secure Flexible tenants only)
 - 5.4.2 Alterations and adaptations (probationary/demoted tenants only)
- 5.5 Maintenance of common parts
- 5.6 External painting
- 5.7 Services
- 5.8 Major works of repair and improvement
- 5.9 Alternative Accommodation
- 5.10 Defects, faults and disrepair
- 5.11 How to report repairs / defects
- 5.12 Duty to grant Access
- 5.13 Emergency Access
- 5.14 Gas safety checks
- 5.15 Maintenance of the council's fittings and fixtures
- 5.16 Protecting the pipes
- 5.17 Your own equipment
- 5.18 Pest control
- 5.19 Insurance
- 5.20 What the tenant must do

5.1 Council's obligation: General Repairs

We will keep in repair and proper working order:

- the structure and exterior of the property including drains, gutters and external pipes
- installations for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and toilets
- any fires or central heating or installation of water heating which belong to us
- lift services and communal amenities.

We will carry out these repairs within a reasonable period of time after notification of the repair issue.

Under normal circumstances urgent repairs will be dealt with or made safe as soon as possible.

5.2 Wilful damage and neglect

We may refuse to carry out works or repairs if they are needed because of your failure to use the property in a tenant-like manner.

5.3 Right to repair (Secure and Secure Flexible tenants only)

If you are a Secure tenant you have a legal right to carry out certain repairs yourself and claim compensation if they are not carried out by us within a reasonable time.

Details of how to make enquiries about the Right to repair can be found in the Tenant Handbook.

5.4.1 Alterations and adaptations (Secure Tenants only)

If you are a Secure Tenant, you must seek our permission before making alterations or adaptations to the property (further details can be found at paragraph 7.9). We may impose conditions when giving permission for any alterations or adaptations, with which you must comply.

We will not accept any liability or responsibility for maintaining any alteration or addition you have made to your premises or for any problems caused to the rest of your property by such alterations or adaptations.

5.4.2 Alterations and adaptations (probationary / demoted tenants / Secure Flexible tenants)

If you are a probationary or demoted tenant or Secure Flexible tenant, you are not permitted to make any alterations or adaptations to the property during the trial or demotion period.

5.4.3 All tenants

You may be charged the cost of removing any unauthorised alterations or adaptations which you have done either as a Secure tenant or as a probationary or demoted tenant.

5.5 Maintenance of common parts

We are responsible for keeping the common parts of the building in a reasonable state of repair and in a safe condition. This includes, but is not limited to paths, steps, stairs, landings, corridors, halls, play areas and open spaces and fire escapes.

We will inspect the common parts of blocks and estates at regular intervals.

5.6 External painting

We will redecorate the exterior of the property and any communal areas such as halls, staircases or corridors at regular intervals.

5.7 Services

Where we provide door entry systems, lifts, or the like, we will maintain such services efficiently as far as is reasonably practicable. We will not be liable for any failure in services, where the cause is beyond our control.

5.8 Major works of repair and improvement

We will seek and consider the views of all affected tenants on any proposed major repair and/or improvement scheme.

5.9 Alternative accommodation

If you have to be rehoused on a temporary basis so that work may be done to your property, we will try to arrange rehousing in a suitable alternative property. If you are moved to alternative accommodation, you will normally be required to return to the original property once the works have been completed.

While you are living in alternative accommodation during any works, unless you are given an agreement governing your occupation of the temporary accommodation, you must comply with the terms of this agreement as if it applied to the temporary accommodation. Similarly, any conditions imposed on your occupation of the property - including payments of arrears of rent under an order for possession or terms as to your behaviour - must still be complied with while you are in the temporary accommodation.

If you are required to return to the property once the works are completed, you must vacate the temporary accommodation when requested to do so.

If, because of major damage to a property, you lose the use of the living room or a bedroom you may apply to the relevant housing officer for a reduction in rent until the damage is repaired.

5.10 Defects, faults and disrepair

You must report immediately to us or our agents any defect in the property which is likely to affect public health or the stability of the structure. Other faults or disrepair must be reported as soon as possible.

5.11 How to report repairs / defects

Repairs and defects can be reported by telephone, email, in person or in writing. Further details of how to report defects and repairs can be found in the Tenant Handbook.

5.12 Duty to grant access

Access will normally be required for (but not limited to) the following purposes: inspection of the state of repair and condition of the property or an adjoining property to carry out repairs or improvements or gas and electrical servicing or safety inspections to ensure compliance with the conditions of this Agreement and our health and safety obligations to carry out emergency works.

If you do not let us in we may take legal action against you to make you give us access or to allow us to make a forced entry into the property.

If we do this, we may ask the court to order you to pay our costs of doing so, which costs may be added to your rent account. This may cause your rent account to fall into arrears.

5.13 Emergency access

In an emergency our officers, agents or anyone working on our behalf may enter your property or adjoining property using any appropriate means necessary; but on completion of the work or inspection your home will be properly secured and repaired if necessary. You may need to collect the keys to any new lock from your housing officer during office hours.

An emergency in these circumstances is where in our opinion someone's safety is or may be at risk, or where there is a risk that the property or other properties could be badly damaged.

5.14 Gas safety checks

By law, we must inspect and carry out a safety check of all gas appliances in your home every year. This check is for your own safety and protection. You must allow us, our contractors, or the statutory undertaker (e.g. Transco) access to your property to carry out this service. Even if you have had your gas appliances removed, we will still require access if there are gas pipes serving the property, as these will need to be checked. You will be notified of the date on which the service will be carried out. If you cannot keep the appointment you must notify

those concerned as soon as possible and make an alternative appointment.

Failure to keep the appointment made for you is a breach of your tenancy conditions. It is also a breach if you fail to make yourself available or deny us access to your property. In such circumstances we may get an injunction against you through the courts to allow us forcibly to enter your property and undertake the inspection and safety check, if necessary, or we may start legal action against you for the repossession of your home.

Any court action taken will involve costs which we will seek to recover from you in full. Those costs may be added to your rent account. This may cause your rent account to fall into arrears.

5.15 Maintenance of the council's fittings and fixtures

It is your responsibility to keep the inside of your property and its fixtures and fittings in a good state. If you fail to take reasonable care of the property and its condition deteriorates then we can:

ask you to carry out the repair or replacement at your own expense and to our satisfaction; or if you fail to carry out work or to make good damage for which you are responsible, we may, after giving reasonable notice, enter the property to carry out necessary works and charge you a reasonable amount apply to the courts for a possession order or an injunction requiring you to carry out the work yourself.

Any court action taken will involve costs which we will seek to recover from you in full. Those costs may be added to your rent account. This may cause your rent account to fall into arrears.

5.16 Protecting the pipes

You must take reasonable steps to prevent pipes in your property from freezing and bursting.

5.17 Your own equipment

It is your responsibility to repair and maintain all your own equipment, such as a cooker or washing machine.

You must also take active steps to prevent damage to the property by fire or explosion.

5.18 Pest control

It is your responsibility to report the presence of mice or other pests in the property. This clause also applies to pests found in any garage or outbuilding and in the garden if it is likely that the pests could cause nuisance to any person or damage to your or another person's property. See the Tenant Handbook for information on the pest control service.

5.19 Insurance

You are responsible for insuring all your household contents and personal belongings against loss or damage. You are strongly advised to take out adequate insurance. Details of our contents insurance scheme may be obtained from your housing officer.

5.20 What the tenant must do

In addition to the above you are reminded that you are responsible for keeping your home in a reasonable condition. You have certain legal obligations and must carry out repairs for which you as tenant(s) are responsible.

Please refer to your Tenant Handbook for details of repairs which you are required to do and/or pay for. Your obligation to carry out or pay for the works mentioned in the Tenant Handbook is in addition to all the other responsibilities referred to in this Agreement.

6. Your neighbours and your community

This section tells you how you and your household are expected to behave.

Within this section

- 6.1 Your entitlement
- 6.2 Quiet enjoyment
- 6.3 Anti Social Behaviour by those living in and visiting your property
- 6.4 Examples of acts which may cause a nuisance or annoyance
- 6.5 Household rubbish
- 6.6 Shared areas
- 6.7 Repaying the costs of repairs
- 6.8 Harassment
- 6.9 Examples of unacceptable behaviour
- 6.10 Action that may be taken by the council
- 6.11 Domestic Violence

6.1 Your entitlement

You are entitled to enjoy living in your property and to quiet enjoyment of your property.

You should be treated with respect and tolerance by your neighbours.

You should not be subjected to any form of abuse, nuisance, annoyance or disturbance.

6.2 Quiet enjoyment

We will not normally interfere with your rights to the 'quiet enjoyment' of your property. You can expect to live in the property without being disturbed by us unless:

- there is breach of your obligations under this Agreement
- any of the grounds for possession (in particular those relating to anti-social behaviour (see paragraph 6.4 below) apply and it is necessary for us to take steps which restrict your quiet enjoyment
- we are exercising a statutory function
- we are exercising a right set out in this Agreement
- some other circumstances reasonably require us to interfere with your right of quiet enjoyment.

6.3 Anti Social Behaviour by those living in and visiting your property

You are responsible for the behaviour of every person (including children) and pets living in or visiting your home. You are responsible for their

behaviour in your home, on surrounding land, in shared areas in the neighbourhood around your home, on footpaths on your estate and on the communal parking and shopping areas of the estate where you live, in the locality or in/or around council offices.

You and anyone living in or visiting your home (including children) and pets must not behave in a way likely to cause or be capable of causing a nuisance, annoyance or disturbance to any other person in your home, on surrounding land, in shared areas in the neighbourhood around your home, on footpaths on your estate and on the communal parking and shopping areas of the estate where you live, in the locality or in/or around council offices.

Where there is sufficient evidence and we consider that it is reasonable and within our powers to do so, we will take action to deal with nuisance and/or anti social behaviour.

6.4 Examples of acts which may cause a nuisance or annoyance

Examples of nuisance, annoyance or disturbance include, but are not limited to

- loud noise, loud music, arguing and door slamming, foul language, dog barking
- excessive and/or persistent and unreasonable household/DIY noise
- using household and/or DIY appliances at unreasonable times of day or night and in particular between the hours of 9 pm to 8am
- playing ball games close to someone else's home
- abusive, insulting or threatening behaviour towards any other person living, visiting or working in the neighbourhood of your property
- inconsiderate use of communal areas
- riding bikes or scooters on communal balconies and walkways
- keeping dangerous or unsuitable animals
- dogs fouling estates or allowing pets to wander and fouling common areas
- not taking proper care of pets so that they create health hazard or produce excessive noise or odours
- feeding or attracting wild birds or animals, where such action causes a nuisance or annoyance to others and/or where it causes damage to council property

6.4.1 Other acts which may constitute a nuisance

- In addition, if you live in a block of flats, further examples of acts which may constitute a nuisance or an annoyance are:
- slamming doors
- using rubbish chutes at unreasonable hours
- wedging security doors open unnecessarily
- leaving personal belongings on the landing or in communal areas

6.5 Household rubbish

You must get rid of rubbish or unwanted items from your home (including the garden) by using the collection service provided by the council or by taking them to a refuse centre.

You must not leave any rubbish or unwanted items in public areas. You must only leave refuse outside the property on the actual day of collection or on the evening before. Further details can be found in the Tenant Handbook.

We may take legal action against you if rubbish is left outside your property at any other time.

6.6 Shared areas

You must not keep or leave anything on shared areas where it could block the landing, stairs or entrances. This includes (but is not limited to) items such as bikes, pushchairs, electric scooters, plants and pet cages.

6.7 Repaying the costs of repairs

You will have to pay for any repair or replacement that is caused by vandalism or wilful damage either by you and/or your visitors or others living in your property.

6.8 Harassment

You may not do, or permit to be done, anything that is likely to cause harassment, alarm or distress to any person or defined group of persons whether on the property, elsewhere on the estate or anywhere within the London Borough of Hillingdon.

The term 'harassment' may mean behaviour motivated by another's race, sex, sexuality, age, religion, disability or other irrational prejudice.

6.9 Examples of unacceptable behaviour

Examples of behaviour that may cause harassment, alarm or distress include but are not limited to:

- racist behaviour, racist language, or any racially motivated acts
- using or threatening to use violence, using abusive or insulting words, gestures or behaviour
- homophobic behaviour or homophobic language
- offensive drunkenness
- damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti
- doing anything that interferes with the peace, comfort or convenience of other people
- vehicle racing
- selling, dealing, abuse or consumption of illegal or unlawful drugs.

6.10 Action that may be taken by the council

We take all incidents of harassment, alarm, distress, nuisance, annoyance and any other anti social behaviour very seriously and will do everything we can to stop them. In such circumstances we may apply to court for one or more of the following:

- a Possession Order
- a Demotion Order
- an Anti Social Behaviour Order
- an Injunction
- suspension of your right to buy
- refusal to complete a right to buy sale.

Such action may be taken against the tenant or someone who is the responsibility of the tenant. There may be other action that we will take, depending on the circumstances.

6.11 Domestic Violence

We treat all reported incidents of domestic violence seriously and where there is sufficient evidence will take appropriate action to stop it or prevent it from reoccurring. Possession or Injunction Proceedings will be taken wherever possible against any tenants who commit or support acts of domestic violence.

Such violence is not limited to incidents in the home and can take place anywhere.

7. Living in your home

Please remember that in this Agreement there are specific sections that are only applicable to Probationary Tenants and certain sections that are only applicable to Secure Tenants.

Within this section

7.1 Use of the property

7.1.1 Running a business

7.2 Who can live in the property with you

7.3 Lodgers

7.3.1 Lodgers (Secure tenants only)

7.3.2 Lodgers (probationary/ demoted tenants)

7.4 Carer/ relatives

7.5 Sub letting

7.5.1 Sub letting (Secure tenants only)

7.5.2 Sub letting (probationary/ demoted tenants)

7.6 Council's right to information

7.7 Animals

7.8.1 Permission needed

7.8.2 Your responsibility for your pets

7.8.3 Dangerous dogs

7.9 Improvements and changes you can make to your premises

7.9.1 Improvements, etc (Secure tenants only)

7.9.2 Television aerials and satellite dishes (Secure tenants only)

7.9.3 Probationary/ Demoted tenants

7.10 Right to Compensation

7.10.1 Right to Compensation (Secure tenants only)

7.10.2 Probationary/Demoted tenants

7.11 Use of your garden

7.12 Written permission needed for works, alterations or improvements to the garden

7.12.1 Written permission, etc (Secure tenants only)

7.12.2 Probationary/ Demoted tenants

7.13 High hedges

7.14 Parking and cars

7.14.1 Disabled Parking Bays

7.14.2 Designated Disabled Parking Bays

7.15 Your duty to council officers and/or its agents

7.1 Use of the property

Neither you, your visitors nor any member of your household is allowed to use the property or shared areas for any illegal or immoral activity. In particular, you must not use the premises for any drug-related activity, including the

consumption, sale, dealing or abuse of illegal or unlawful drugs.

7.1.1 Running a business

If you want to run a small business from the property you must first get our written permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance or annoyance to your neighbours or those engaged in lawful activity in and/or around your property.

Depending on the nature of the business it may be necessary for you to obtain other consent (including planning consent) or licences. It is your responsibility to ensure they are in place if required.

7.2 Who can live in the property with you

You must not have more people living with you than the maximum number permitted for the property. The permitted number is written on the back page of this Agreement.

7.3.1 Lodgers (Secure and Secure Flexible tenants only)

If you are a Secure or Secure Flexible tenant you may take in lodgers but you must first:

- notify your housing officer and
- ensure that by taking in the lodger you do not allow the property to become overcrowded.
- You must also notify your housing officer when your lodger moves out.

7.3.2 Lodgers

(probationary/demoted tenants only)

As a probationary or demoted tenant you cannot take in lodgers.

7.4 Carer/ relatives

A carer or relative may move into the property to look after you. However, they should not move in if it will cause the property to become overcrowded.

7.5.1 Sub letting (Secure and Secure Flexible tenants only)

If you are a Secure tenant you must not sublet the whole of your property but may sublet part with written permission from your housing officer.

Unauthorised or unlawful subletting is a breach of the tenancy conditions and may lead to legal action for possession.

7.5.2 Sub letting (probationary/demoted tenants only)

As a probationary or demoted tenant you cannot sub let the whole or part of the property.

7.6 Council's right to information

We will ask for information about the names and numbers of people living in any of our properties.

You must give this information in writing within fourteen days.

You must inform us in writing when there is a change in occupancy of the property.

Note that from time to time the council and/or its agents may carry out random visits to your property without prior notice in order to check occupation arrangements at the property.

7.7.1 Animals (This clause does not apply to Sheltered tenants)

If you live in a property that has been let to you with direct access to its own private garden you are allowed to keep one dog. Consent will be required if you want to keep more than one dog.

By 'direct access' we mean you have a front, side or back door that leads straight into your own private garden. That is to say, in order to reach your garden you do not have to cross or go over any communal area such as a communal pathway, communal stairway or communal passageway.

Whether or not you have your own private garden you are allowed to keep assistance dogs for either yourself or members of your household. Such dogs include but are not limited to, dogs for the blind and dogs for deaf people.

If you live in a property that is not let with a private garden you may keep a domestic cat, small caged pets or fish in a small aquarium.

7.7.2 Animals (This clause is applicable to Sheltered tenants only)

You are not allowed to keep a cat or a dog. You are allowed to keep assistance dogs for either yourself or members of your household. Such dogs include but are not limited to, dogs for the blind and dogs for deaf people.

You may keep small caged pets or fish in a small aquarium.

7.8.1 Permission needed

You must ask us for permission to keep any other kind of animal in the property.

Such permission will only be granted if the pet is suitable for the property concerned.

We will not normally allow you to keep a large reptile or a large bird in a flat or upper maisonette.

7.8.2 Your responsibility for your pets

Whether or not permission is required you are expected to be a responsible pet owner and your pet or pets must not annoy, disturb, intimidate or attack other people, or cause any other nuisance. Such nuisance would include but is not limited to bad smell and noise.

Dogs must be kept on a lead while on the shared areas including communal gardens, open spaces, play areas, walkways, car parks, pavements, footpaths and landscaped areas.

You must not allow your pet or pets to foul communal areas including communal gardens, open spaces, play areas, walkways, car parks, pavements, footpaths and landscaped areas. All faeces must be removed and disposed of hygienically.

Whether or not permission was required, if we believe your pet or pets is (are) causing a nuisance or you are not being a responsible pet owner you will be in breach of your Tenancy Agreement and find yourself liable for court action.

7.8.3 Dangerous dogs

If you keep a dog which is classified under the Dangerous Dogs Act, you must ensure that the dog is kept muzzled in all public places. If you don't you will be in breach of your tenancy agreement and find yourself liable for prosecution.

7.9 Improvements and changes you can make to your premises

7.9.1 Secure Tenants only

You may improve or alter your home, provided you obtain our written permission and any necessary Planning or Building Regulation Consents, before work begins. We will not increase the rent because of any improvements

you make. Your written request for permission must be addressed to your housing officer.

We will not normally refuse permission unless there is a good reason.

If you make any improvement or alteration to the property without our written permission, we may tell you to return the property to how it was prior to the work and may also take legal action against you.

7.9.1.1 Some examples of work that requires our permission are (but not limited to) the following:

- installations of bathrooms, showers or fitted kitchens, central heating, loft and cavity wall insulation
- fencing, driveways, extensions or conservatories
- window replacements, double or secondary glazing
- erection of garages, sheds, etc.
- removal of dividing walls
- laying wooden or laminate flooring
- any electrical work.

For further information ask your housing officer.

7.9.2 Television aerials and satellite dishes (Secure and Secure Flexible tenants only)

You must first get our written permission and any necessary planning or building regulation consents before putting up a satellite dish or a television aerial on any part of the structure or exterior of your property or any other property belonging to the council.

Permission will not normally be given for the installation of a satellite dish if the block or property already has a communal aerial in place.

You must not fix any television aerial to communal parts of the property or block.

7.9.3 Improvements and changes you can make to your premises (probationary/demoted Tenants only)

If you have a probationary or demoted tenancy you do not have the right to carry out any alterations or any improvements on your property.

7.10 Right to Compensation

7.10.1* Right to Compensation (Secure Tenants only)

When your tenancy comes to an end you have a legal right to be paid by us for some types of home improvement work. This right applies only to certain improvements, more details can be found in the Tenant Handbook or by contacting the relevant housing officer.

7.10.2 Right to Compensation (probationary/ demoted tenants only)

You are not entitled to claim compensation at the end of your tenancy for any improvements as you do not have the right to make any improvements or alterations while you are a probationary or demoted tenant.

7.11 Use of your garden (all tenants)

You must ensure the garden is kept reasonably tidy by cutting the lawn, trimming the hedges and bushes and by keeping it free of rubbish and weeds.

You must not damage or cut down any tree in your garden unless you have our written permission.

You must not park a motor vehicle or trailer, caravan or boat anywhere in your garden without our written permission.

7.12 Written permission needed for works, alterations or improvements to the garden

7.12.1 Secure and Secure Flexible tenants only

You are required to get written permission before you erect any shed, conservatory, fence, garage, pigeon lofts, or if you want to carry out major landscaping to or construct a pond in your garden.

7.12.2 Probationary/demoted tenants only

If you have a probationary or demoted tenancy you do not have the right to erect any shed, conservatory, fence, garage, pigeon lofts, or carry out major landscaping to or construct a pond in your garden.

7.13 High hedges

You must ensure that trees or hedges on your property are kept at a reasonable height and make sure they do not cause a nuisance.

If you allow such trees or hedges to become a nuisance you will be in breach of your tenancy agreement and may find yourself liable for court action.

If your neighbour takes the view that a hedge or tree in your garden is adversely affecting the reasonable enjoyment of his property, he is empowered by law to take action to resolve the problem and you may find yourself served with a 'Remedial Notice'.

Failure to comply with such a Notice is an offence and could result in your being prosecuted.

7.14 Parking and cars

You, members of your household and visitors:

- must park your private motor vehicle,
- motorcycle or moped considerately and follow any parking restrictions, signs and markings, on communal land or on highways adjacent to or in the locality of the property
- must ensure all entrances to driveways,
- communal paths and garages remain clear and unimpeded
- may park a motor vehicle, motorcycle, moped or SORN (Statutory off-road notified) vehicle on the property if you have a garage on or attached to the property, or a separately rented garage, or a permitted parking area within the confines of the property boundaries
- must not park lorries or any heavy trade vehicles (e.g. HGV vehicles) or caravans, boats or trailers of any description, on the property, on communal land or on highways adjacent to or in the locality of the property for long or regular periods of time
- must not park illegal, unroadworthy or untaxed vehicles on communal or housing land or on the highways adjacent to or in the locality of
- the property
- may only park a motor vehicle, a motorcycle or a moped in the front garden if there is a dropped kerb from the highway and a suitable hard standing area
- must not park any vehicles in the rear garden without the written permission of the relevant housing officer.

7.14.1 Disabled Parking Bays

Only residents with disabilities who have Disabled Parking Permits may park in any of the Disabled Parking Bays.

7.14.2 Designated Disabled Parking Bays (i.e. numbered and licensed to a specific householder) may not be used by anyone other than those authorised to use them.

7.15 Your duty to council officers and /or its agents

You must not obstruct, abuse, harass, threaten or assault any of our officers or those of our agents in the performance of their duties. You must not encourage or allow any other person to do so. If this condition is breached we may apply for one of the following:

- a Possession Order
- a Demotion Order
- an Injunction
- an Anti Social Behaviour Order.

You may also be prosecuted for any criminal offence.

You must allow us, or our agents who produce an identity card, into the property at all reasonable times. You will normally be given notice of such a visit unless it is an emergency.

8. Health, safety and hygiene

This section tells you what you must do to keep your home safe and how to prevent danger to yourself, your family and others.

Within this section

8.1 Your responsibility

8.2 Dangerous substances /material

8.1 Your responsibility

You, members of your household and visitors:

- must keep the property in good condition and use the fittings responsibly
- must keep shared areas of blocks of flats secure by using the security (entry) systems properly and not letting strangers in without identification
- must not keep mopeds, motorbikes or electric scooters (other than mobility vehicles) inside the residential part of the property
- must not keep mopeds, motorbikes or electric scooters or buggies inside the indoor-shared areas.

8.1.1 You, members of your household and visitors must not smoke in the areas designated smoke free by the Health Act 2006. Smoke free areas include

- enclosed (and substantially enclosed) shared spaces. This applies to all wholly enclosed shared premises and parts of shared premises which are substantially enclosed (areas which are roofed and where less than half of the wall space is open). This will include for example lifts, stairwells, etc.
- common parts, corridors, shared lounges and kitchens, store rooms, stairways, communal laundry rooms, guest rooms, enclosed car parks.

8.2 Dangerous substances /material

You must not store or use any liquid petroleum gas cylinders or appliances in your home.

You must not store or use petrol, diesel, fuel, paraffin, dangerous chemicals or other inflammable substances in or around your home, shed, garage, garden, shared areas, common grounds or any communal areas apart from those that may reasonably be needed for general household or medical use.

You must not put any barbed wire, broken glass or other material that may cause injury on any part of your property or its shared areas.

9. Communication and consultation

This section sets out how we will treat you, how we include you in decisions about your home and the services we provide, and how we deal with complaints.

Within this section

9.1 Your right to be consulted

9.2 How we consult

9.3 Changes to the terms of the Tenancy Agreement 9.3

9.4 Rent changes

9.5 Your right to complain

9.1 Your right to be consulted

We must consult you and ask for your views about any plans we have that will significantly affect the property you live in, the services we provide, or your housing situation. Such plans may be to:

- carry out modernisation or improvement work to the property
- carry out modernisation or improvement to the estate
- change a policy that affects the way we provide services to you
- change the facilities or level of services we provide to you.

9.2 How we consult

The way in which we consult you will depend on what we want to talk to you about and the number of tenants affected by the issues involved.

If it affects the property you live in we will most likely write to or talk to you personally.

If it involves an area or group of tenants, we may use a more general way of discussing this with residents, for example by holding meetings with tenant and resident Associations or the senate

We welcome tenants' views on all our housing management policies and will normally not change any major policy or strategy without first considering tenants' views.

In order to increase opportunities for consulting tenants, we encourage the information of new tenant and resident associations and will give advice and assistance in setting them up.

9.3 Changes to the terms of the Tenancy Agreement

The terms and conditions of your Tenancy (excluding rent) may only be changed by

- agreement between us as Landlord and you as Tenant; or
- the delivery to you of a 'Notice of Variation', giving at least four weeks' notice of the proposed changes. Before this Notice can be served, we must ask your views about any major changes we plan to make to this Tenancy Agreement.

We will write to you personally asking for your views and giving you a set time in which to respond. Once we have finished consulting everyone involved, we will write to you to tell you what changes are to go ahead.

9.4 Rent changes

We do not have to consult you about changes to your rent or service charges or money which you pay as rent. However, we will write and tell you at least four weeks before you need to start paying any new amount of rent or service charge.

9.5 Your right to complain

If you are unhappy with any of our services, we want you to let us know. It is best to try and settle the complaint directly with the officer involved.

If you are not satisfied with the response you receive, you may wish to make a formal complaint. In this case you can get in touch with the complaints officer.

Further details can be found in the Tenant Handbook.

10. Ending your tenancy or handing it to someone else

This section tells you what you need to do when you decide to end your tenancy or wish to hand it to someone else and how to move somewhere else. Please remember that in this Agreement there are specific sections that are only applicable to Probationary Tenants and certain sections that are only applicable to Secure Tenants or to Secure Flexible Tenants.

Within this section

10.1 Assignment and Mutual Exchange (Secure tenants only)

10.2 Mutual Exchange (Secure tenants only)

10.3 Transfer of tenancy

10.4 Probationary / Demoted Tenancies have no right to exchange

10.5 Ending your tenancy (other than Secure Flexible tenancies)

10.6 Ending your Secure Flexible tenancy

10.7 Ending a Contractual Tenancy

10.8 Preparing to leave your home

10.9 Keys

10.10 Death of a Tenant

10.11 Succession

10.1 Assignment (Secure tenants only)

If you want to pass the tenancy on to someone else it is called 'assignment'.

If you are a Secure or a Secure Flexible tenant, it may be possible to assign the tenancy in the following circumstances:

- to a person who would qualify as a successor tenant if you died
- if assignment is ordered by a court under Matrimonial or Civil Partnership Law
- to another Secure or Secure Flexible tenant by mutual exchange.

You are not permitted to assign the property without first obtaining written permission from your housing officer.

10.2 Mutual Exchange (Secure and Secure Flexible tenants only)

You may only mutually exchange your tenancy with our written permission. We will not withhold permission unless there is a good reason. We will not normally allow you to exchange if:

- you owe us rent or other charges
- you are already subject to a Court Order to give up possession of the property
- possession proceedings have been issued against you on any of the grounds for

possession or a Notice Seeking Possession has been served on you

- an Injunction, an Anti Social Behaviour Order or an order for possession has been granted on the grounds of nuisance
- your property will be too large or unsuitable for the household moving in
- your property has been adapted for a physically disabled person and if the exchange is allowed to go ahead no one moving into the property needs the adaptations
- your property is one that is let to people with special needs and services to assist with those needs are provided near the property.

We may refuse to allow you to proceed with the mutual exchange until you have completed any repairs that are your responsibility. This will include any damage to the property caused deliberately or carelessly by you or any member of your household, or a lodger, a subtenant, child, visitor or pet.

10.3 Transfer of tenancy

Section 58 of the Localism Act 2011 entitles tenants to apply to us for permission to surrender their tenancies and grant a new tenancy of the property to another person.

In order to exercise this right -

- one tenant must be either a Secure (non-Flexible) tenant or an assured tenant of a social landlord
- the other tenant must be Flexible Secure tenant or an assured shorthold tenant of a social landlord
- one of the tenancies must have been granted before 15th January 2012

If those conditions are satisfied, we must allow the transfer unless one of the exceptions stated in schedule 14 to the Localism Act 2011 applies. If we think one of those exceptions applies, we must serve you with notice of that belief and our reasons for it.

If you are a Secure (non-flexible) tenant and apply to transfer under these provisions, you will be granted a Secure (non-flexible) tenancy of the property to which you are transferring.

10.4 Probationary / Demoted Tenancies have no right to exchange

If you have probationary or a demoted tenancy you do not have the right to sublet, assign or exchange any part of the property.

10.5 Ending your tenancy (other than Secure Flexible tenancies)

To end your tenancy, you must give four weeks' notice in writing ending on either a Sunday or a Monday. In certain circumstances we may accept notice of a shorter period.

If you give notice, you must give full vacant possession when leaving the property.

If you are joint tenants and one of you gives written notice, this will end the tenancy for both of you. When the notice expires, the other joint tenant will have no right to remain living in the property.

10.6 Ending a Secure Flexible tenancy

A Secure Flexible tenant has the right to terminate the tenancy by serving notice to us in writing stating that the tenancy will terminate on a specified date, which must be more than four weeks after the notice is served. We may agree to waive the requirement for four weeks notice.

Even if you serve notice, the tenancy will not terminate if

- there are arrears of rent outstanding
- you are materially in breach of a term of this tenancy.

10.7 Ending a Contractual Tenancy

To end a contractual tenancy either side must give four weeks' notice in writing ending on either a Sunday or Monday.

10.7.1

The tenant agrees that the landlord has the right to terminate the tenancy after the first 6 months of the flexible tenancy by giving the tenant not less than 2 months notice in writing to end the agreement, where there has been a material breach of the tenancy agreement.

The notice must expire at the end of the relevant period, being a Monday, when the notice period expires, the agreement shall cease. This does not affect the rights of either the landlord or the tenant to pursue their legal remedies against the other for an existing breach of any rights under this agreement.

10.8 Preparing to leave your home

You must remove all your possessions from the property unless you have a written agreement with us to leave certain items behind. This does not apply to any furniture or equipment provided by the council.

You must arrange for the repair of any damage to the property that has been caused by you or any member of your household.

If you do not carry out any of the required repairs or do not do it to a good standard, we will carry out the work ourselves and charge you the full cost.

You will also have to pay the full cost of certain other repairs and other works you should have done before you left. These will include:

- correcting any alteration you have done to the property without our permission
- removing, storing or disposing of items left in the property
- cleaning the property and/or clearing your garden if not left in a reasonable condition.

10.9 Keys

You must ensure the property is safe and secure before you leave. This includes making sure that it is properly locked up before you hand in the keys.

All keys (including any copies) to the property, outbuildings and access security doors must be delivered to your housing officer by noon on the day the tenancy ends.

If the keys are not returned by noon on the day the tenancy ends, you will continue to be responsible for paying rent for the property until the keys are returned.

If it is necessary for us to change the locks because keys are not returned we may charge you the cost of so doing.

10.10 Death of a tenant

Please note that when a tenant dies, any entitlement to housing benefit stops from the date of the tenant's death.

10.11 Succession (Secure and Secure Flexible tenants only)

If you die, your tenancy may be taken over by someone else. This process is called succession (see definition in paragraph 1.30). The number of times this can happen to a tenancy is limited to one succession.

The following people can succeed to the tenancy:

- a surviving joint tenant
- your surviving spouse or civil partner or the surviving partner of a couple living together as if they were husband and wife or a civil partnership provided that there has been no previous succession and your spouse or civil partner is living with you at the time of your death

SAMPLE

11. Changing the management of housing services

This section explains your right to choose other ways for your home to be managed.

Within this section

Your right to manage

11.1 Your right to manage

You, together with other tenants in your area, have the right to manage your properties or certain services through a tenant-run organisation. This is called the right to manage. You can get information about this from your housing officer.

12. Buying your home

This section explains what rights you have to purchase your home. Please remember that in this Agreement there are specific sections that are only applicable to Probationary Tenants and certain sections that are only applicable to Secure Tenants and Secure Flexible Tenants.

Within this section

12.1 Right to Buy (Secure tenants and Secure Flexible tenants)

12.2 Suspension of the Right to Buy (Secure and Secure Flexible tenants only)

12.3 Suspension of council's obligation to complete a Right to Buy sale (Secure tenants and Secure Flexible tenants only)

12.4 Right to Buy: tenants with probationary or demoted tenancies

12.1 Right to buy (Secure tenants and Secure Flexible tenants)

If you are a Secure tenant you may have the right to buy your property, subject to certain conditions and limitations. For further information on the right to buy, speak to your housing officer.

12.2 Suspension of the Right to Buy (Secure tenants and Secure Flexible tenants only)

If you or a person living in or visiting the property has engaged or threatened to engage in anti social behaviour, we can seek an Order from court which will have the effect of suspending your right to buy for a specified period.

12.3 Suspension of council's obligation to complete a Right to Buy sale (Secure Tenants and Secure Flexible Tenant only)

You will not be able to compel us to complete a right to buy sale where court action is pending against you.

12.4 Right to Buy (tenants with probationary or demoted tenancies)

If you have a probationary or demoted tenancy, you are not allowed to apply to buy your home until you become a Secure or Secure Flexible Tenant.

The length of your probationary tenancy will be taken into account, if you become a Secure or

Secure Flexible Tenant, when considering your eligibility to buy your home.

However, any period during which a tenant holds a demoted tenancy may not be included within the qualifying period for the right to buy or the level of discount to which a Secure or Secure Flexible Tenant is entitled.

MAXIMUM NUMBER OF PEOPLE ALLOWED TO LIVE IN YOUR PROPERTY

hallway. If you have a kitchen/diner, do not include the kitchen area of the room.

Overcrowding:

The overcrowding standard is set down in statute and this is the standard which is applied by the authority but, should there be a change in the legislation, the authority will apply the law in force at the time, having notified their tenants of the change.

The current legal standard

Look at each of the three standards below. The lowest number is the maximum number of occupants allowed in the property. Depending on the circumstances, as the Tenant, you may be breaching the Act. It is also possible for there to be overcrowding in circumstances where no-one is at fault (for instance where natural growth occurs and a child in the household reaches the relevant age).

1. Room Standard

In all cases:

Babies under 1 = 0 persons

Children 1-10 years = ½ person

Children over 10 years = 1 person

1 room	2 persons
2 rooms	3 persons
3 rooms	5 persons
4 rooms	7½ persons

2. Gender-based overcrowding

No two persons, over 10 years old, of opposite sex should have to sleep in the same room (unless living as a couple). This does not allow for couples to have a room to themselves - the standard would not be breached if the mother slept in the same room as the daughter and the father with the son.

3. Space Standard

(People are defined as in 1. above)

10.2m ² or more	2 persons
8.36m ² - 10.2m ²	1½ persons
6.5m ² - 8.36m ²	1 person
4.66m ² - 6.5m ²	½ person
Rooms under 4.645m ²	not counted

Please note: Only living rooms, dining rooms and bedrooms are counted. A room includes a bedroom, living room, dining room, study etc. but does not include the kitchen, bathroom or