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Introduction

Havering Council owns your property and is your landlord.

It is responsible for:

- Managing tenancies and estates
- Arranging repairs
- Letting homes
- Collecting rent
- Providing caretaking, CCTV and Community Warden services
- Formulating and carrying out improvement schemes
- Administering the right to buy your home
- Rent policies
- Tenancy agreements
- Housing strategy
- Formulating the lettings policy
- Supported housing
- Homelessness

This tenancy agreement sets out your rights and responsibilities as a tenant and those of the Council, as your landlord.


Different format

Our communities are diverse and as such we have improved the tenancy agreement to make it easier to understand. The tenancy agreement can be made available, on request, **in large print**, Braille, audio tape or in a different language. We recognise that a number of current and future tenants may not use English as their first language. We have access to a translation service which can help to explain the document in many community languages. If you need this facility before you sign for a tenancy, please advise Homes & Housing.

Head Office: Homes & Housing, Chippenham Road, Harold Hill, Romford RM3 8YQ

Homes & Housing Direct Telephone: 01708 434000 or freephone 0800 1513444

Email address: homes@havering.gov.uk

Textphone  01708 433399 (for deaf or hard of hearing people)

Website: www.havering.gov.uk

Homes & Housing's contact centre opening hours (for telephone calls) are Monday to Friday 8 am to 6 pm.

Homes & Housing's office opening hours (for personal callers) are Monday to Friday 9 am to 5 pm.

Out of hours number for emergencies – 01708 756699

This is a tenancy agreement between Havering Council 'the landlord' and you 'the tenant(s)'. This tenancy agreement is the document you sign when you become a tenant of Havering Council.

This agreement is a legally binding contract between you and the Council and records information such as your name, the date you become a tenant and the initial

rent. Before you sign the tenancy you will be asked to provide proof of identification.

This agreement outlines your rights and responsibilities as a secure, introductory tenant or equitable tenant of Havering Council. If you have an equitable tenancy this will convert to an introductory tenancy when you reach 18 years. If you are an introductory tenant, your tenancy will automatically become a secure tenancy after one year, unless you break any of the conditions of the tenancy during this period, for which we may take action to end the tenancy or extend the introductory period. Most rights and responsibilities apply to both types of tenancy, but any differences are clearly marked.

The legal rights which you have will depend upon whether you are a secure or introductory tenant. If you are a secure tenant, you will have all of the legal rights summarised in **Section 1**. However, if you have an introductory tenancy you have fewer rights and, where any of the following rights do not apply to this type of tenancy, this will be marked “(secure tenants only)”.

The agreement gives you the right to live in your home. We would not interfere with this right unless any of the following applied:

1. You break any condition of this agreement. If you do we may take legal action to force you to meet the conditions or we may ask the court for permission to evict you.
2. You are living in a property which has been built or adapted for a physically disabled person and
 - You no longer need that type of home and
 - We need the property for someone else who requires a property with those adaptations.
3. We need to demolish, rebuild or carry out major repairs to your property which we cannot do unless you move out. In these cases we will provide you with suitable alternative accommodation. This will sometimes be temporary until we can offer you a permanent home.
4. You do not occupy (or, if this is a joint tenancy, neither of you occupies) the property as your only or principal home.
5. Any other reason under the Housing Acts of 1985 and 1996, or under any future law.

We will give you reasonable notice if any of the above applies.

Your tenancy agreement and the Housing Acts

Some of the terms of your tenancy agreement are created by Acts of Parliament. If one or more Acts of Parliament change, this may automatically change the terms of your tenancy. If this should happen, we will keep you informed.

Tenant Handbook

This is an explanatory booklet which will be given to you at the beginning of your tenancy. Another copy will be given to you if you ask us. The handbook is for clarification and information only. The handbook does not form part of this tenancy agreement. The handbook may be amended from time to time and you will be informed.

Section 1 Your rights as a tenant

1. Right to live in the property

You have the right to live in your home without interruption or interference from us as long as you, those living with you or visiting your home, comply with the terms of this tenancy and have respect for the rights of others. If any conditions are broken we may apply to the court to end your tenancy.

2. Succession

If you die your husband, wife, partner or civil partner may be entitled to the tenancy if they are living at your home at the time of your death. This is called 'succession'.

If your home passes to another member of your family (other than spouse) when you die, we will usually let them stay in the home. However, if the property is larger than is reasonably required we may take steps to move them to another suitable home, either with their agreement or by following the legal procedure for doing so.

The tenancy can pass to a relative or a partner, as long as they have been living with you continuously for at least 12 months immediately before your death. By law only one succession can take place. If the tenancy is a joint tenancy, only the other joint tenant still living in the property after you die has the right to succeed to the tenancy. Only one person can succeed to a tenancy.

If you are living in a property and the property has been adapted for occupation for a physically disabled person or it is the practice of the landlord to let the property to persons with special needs (and there is no longer such a person living in the property) then we may take steps to move you to another suitable home, either with your agreement or by following the legal procedure for doing so.

3. Right to information and consultation

We will consult you about any decisions we make to do with managing or maintaining housing if these decisions are likely to have a major effect on your home or tenancy. This does not apply to setting rent. You also have the right to information about:

- The conditions of your tenancy
- Our responsibilities for carrying out repairs
- Offering you a home and your tenancy
- Any proposal on transferring housing stock to a new landlord.

You have the right to see certain information which we hold about you in connection with your tenancy. This means that you can check these details to make sure they are correct. If any of these details are incorrect or misleading, you are entitled to apply to have these removed, altered or to add a statement giving your own version of the facts.

You have the right to add your own comments or information to the copy of the details you have given us about yourself and your family in your application for a home or transfer.

4. **Right to be consulted**

You have the right to be consulted about any proposals for changes to the way in which we manage, maintain, improve, sell or transfer Council properties, or for changes to do with services or facilities for Council tenants. Where changes directly affect you we will tell you about these and give you the chance to tell us what you think about them. We will consider all the comments received before making a decision.

5. **Right to manage (secure tenants only)**

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 the right to manage from Homes & Housing.

6. **Right to repair**

You have the right to have certain small urgent repairs which might affect your health, safety or security, done quickly and easily. We have to carry out these repairs within a certain time. If we fail to do so you may be entitled to compensation, provided you have fully co-operated with us in getting those repairs done. Further information on the right to repair is in the Tenant Handbook.

7. **Lodgers and subletting (secure tenants only)**

You have the right to take in lodgers provided that you do not cause your home to become overcrowded. You must notify us of the name and date of birth of anyone residing in your home, and give details of the accommodation which they will occupy.

You have the right to sub-let **PART** of your home. You must get our written permission before doing so. This permission will not be unreasonably withheld.

You are responsible for the actions or behaviour (with or without your direct knowledge) of any lodger or sub-lessee that breaches your responsibilities outlined in this tenancy agreement.

8. **Right to exchange**

You have the right to mutually exchange your home with another Council tenant or a tenant of a Housing Association. You must get our written permission to do this. We can only refuse this in certain circumstances, such as where there is evidence of anti-social behaviour. We may attach conditions to the consent which can include clearing any rent arrears.

9. **Assignment (secure tenants only)**

You can only assign your tenancy in certain limited circumstances. These are if:

- A court has ordered you to transfer your tenancy to someone else e.g. in matrimonial proceedings
- You are exercising your right to exchange with our permission
- You want to assign your tenancy to someone who would be entitled to succeed to your tenancy on your death. This can only be done with our permission. (This would be counted as a succession).

10. **The Right to Buy (secure tenants only)**

You must have been a Council tenant for at least five years before you can qualify to exercise your right to buy. (This qualifying period is only two years if your first Council tenancy began before 18 January 2005). The qualifying period includes all the time you have been a Council tenant at a property, not just your current one.

We may apply to the court to suspend the right to buy of any tenant who we suspect has behaved in an anti-social manner.

11. **Right to compensation for improvements (secure tenants only)**

If you have made improvements to your home, you may be able to claim compensation for them when your tenancy ends. Compensation is payable for eligible improvements which were started on or after 1 April 1994. For further information about the circumstances of when compensation may be payable, please contact Homes & Housing.

Section 2 Your responsibilities

1. **Identification**

At the start of your tenancy, or if it changes, we will ask you to provide two forms of photographic identification. Alternatively, we can take a photograph of you for our records.

2. **Giving us information**

You must give us correct information. We may take legal action to force you to leave your home if you (or somebody acting on your behalf):

- makes a statement which you know is false:
or
- gives us misleading information.

3. **Possession**

You must take possession of your home from the start of the tenancy and must not sub-let the whole of it. It must be your only or principal home throughout the tenancy or the principal home of at least one of you if you are

joint tenants.

4. Payment of rent

You must pay your rent and all other charges in advance in accordance with section 4 of this tenancy agreement.

At the start of any new tenancy you will be required to pay a week's rent or that part of the rent not covered by housing benefit.

If you have any difficulty paying your rent or other money you owe us, you must contact us immediately. Somebody else can do this for you if you have given them your permission.

We may change the amount of rent you pay for your home but we will give you at least four weeks' notice in writing before we do. We usually review your rent once a year. This is normally at the start of the financial year. We will write to you to tell you the new rent and give you the chance to end your tenancy before the changes take place.

If you are applying for Housing Benefit, you must give the Council all the information it needs so it can assess what you are entitled to.

5. Outgoings

You must meet all outgoings applying to your home including gas and electricity and other similar costs, whether metered or billed.

6. Use of your home

(a) You must not use or allow your home to be used for criminal, illegal or immoral acts. In particular and in addition, you must not use, or allow your home to be used, in connection with:

- Cultivating or manufacturing, selling or conspiring to sell, using, possessing or dealing in illegal drugs
- The storage or manufacture of unlicensed firearms and/or offensive weapons. Licensed weapons can only be kept with our prior written permission
- Handling or storing stolen or counterfeit goods (on the premises or in the vicinity)
- The use of the home as a brothel

Note: You, or any member of your household may use or possess, any drugs which have been provided further to a lawful medical prescription to you or to that member of your household.

(b) You must get our prior written permission for any person to conduct any business from your home.

You or anyone living with you or visiting your home must not conduct a business from your home which is likely to cause a nuisance or annoyance to others.

We will not unreasonably refuse or delay our permission but we may attach reasonable conditions that you must comply with. We can later withdraw permission by giving you written notice if the business becomes a nuisance. We are also unlikely to give you permission to run a business from your home if the property requires major adaptation or if you have not satisfied relevant agencies. For example, by not obtaining planning permission or a police CRB check (for anyone working with children)

Businesses which are likely to cause a nuisance include, but are not limited to:

- Car repair and maintenance
- Printing
- Sound recording and/or mixing
- Any business which involves the use of noisy equipment, such as hydraulic equipment or industrial sewing machines
- Any business that involves the use of controlled substances such as certain chemicals
- Any business that involves a lot of callers to your property.

7. **Nuisance**

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

You, or anyone living with you or visiting your home must not do anything which causes or is likely to cause a nuisance to any person residing in, visiting or engaging in a lawful activity in the locality of your home. Nuisance amounts to anti-social behaviour and this includes, but is not limited to the following:

- Shouting, screaming or persistent arguing
- Fighting
- Theft, including theft of and/or from a vehicle
- Taking vehicles without the owner's consent
- Distributing illegal drugs
- Drug and alcohol abuse
- Playing music loudly or making other loud noise
- Banging or slamming doors
- Trespass into a neighbour's property
- Carrying out vehicle repairs on the road or on a commercial basis
- Rubbish dumping, fly-tipping or lighting fires
- Allowing rubbish to accumulate in or around your home
- Failing to keep your pets under control, allowing dogs to bark persistently or foul communal areas
- Throwing things through or out of windows of your home or from balconies
- DIY during unsociable hours
- Placing anything on a window ledge, balcony or roof which could be a danger to anyone living in or visiting your home or the local area

- Driving or riding cars, motor cycles, trial or quad bikes, or similar, anywhere other than on the public highway or within designated areas
- Riding in or driving vehicles at excessive speed or otherwise dangerously
- Playing ball games close to properties in such a way as to annoy nearby neighbours
- Being drunk and disorderly in public
- Skateboarding and cycling on footpaths and balconies
- Breaking shared security. For example, allowing strangers to get into the building through a communal entrance by knowingly allowing entry remotely, by giving keys to unauthorised persons or by jamming doors open
- Vandalism including writing graffiti
- Prostitution
- Urinating outside your home or your neighbour's home or in public or shared areas
- Leaving syringes and/or other sharp or dangerous items in places where others may come into contact with them, rather than ensuring their safe disposal
- Dealing in pornography
- Lighting fireworks irresponsibly
- Violent or abusive behaviour or any form of harassment

Note: we work closely with support agencies who can help tenants with problems like drug or alcohol abuse and we would expect tenants to accept a referral if offered.

8. Harassment, racial or otherwise

You, or anyone living with you or visiting your home, must not harass, threaten to harass, use or threaten violence or discriminate against any person because of their race, nationality, sexuality, gender, religion or belief, age or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our residents, employees, agents or contractors.

9. Domestic abuse

You must not inflict domestic abuse or threaten domestic abuse against your partner, your children, your partner's children or any other person living in your home.

If you do so we have the right to take action to evict you from the premises; and may take actions such as, but not limited to, the following:

- We may apply to the Court for repossession of your home and grant a new tenancy of your home to your partner or to another appropriate person
- If your joint tenant serves notice on us to end the tenancy we may terminate the joint tenancy and may grant a new tenancy to your joint tenant in their sole name

When considering taking any action, we will take into account evidence such as police, medical, victim support or other professional advice.

10. **Building Works**

Any building works should be carried out between 8 a.m. and 6 p.m. Monday to Friday, 8 a.m. to 1 p.m. on Saturday. No works should be carried out on Sunday. You must obtain our prior written permission to carry out any major works outside these times.

11. **Noise**

You must not play, or allow to be played, any sound systems, television, record, DVD, CD or tape recording or musical instrument so loudly that it causes a nuisance to other persons in the neighbourhood or which can be heard from outside your home. You should avoid doing DIY or using domestic appliances like washing machines and vacuum cleaners before 7 a.m. or after 10 p.m.

12. **Crime and community impact**

You, members of your family or anyone visiting your home must not be convicted of an indictable offence committed in or around the locality of your home. Such offences include, but are not limited to, crimes of violence, theft, robbery, sexual offences, Public Order Act 1986 offences, drug-related offences, criminal damages, burglary and breaches of civil restraining orders and injunctions.

13. **Gardens**

You must keep your garden (including any remote garden) well maintained at all times. You are responsible for maintaining all parts of your garden including grass, plants, bushes, hedges and trees (including any of these that were present when your tenancy started). You must keep hedges at a manageable height (no more than one metre high at the front of your home and no more than 1.8 metres at the back). They should not hang over a public right of way.

You must not leave rubbish or large items such as unwanted furniture in your garden for a long period of time.

You must obtain our prior written permission if you wish to plant a tree, put up or take down any fence or wall. If you install your own fence or wall, then you will be responsible for its maintenance.

You must not erect a greenhouse, garage, shed, garden pond or summer house at your home without getting our prior written permission. If permission has been granted you will be responsible for maintaining these structures.

You must not attach to any part of your property including to external walls, fences or other structures, any barbed wire, broken glass or other material which is likely to cause personal injury.

<p>Note: if you cannot look after your garden due to your age or disability, you should contact Homes & Housing on 01708 434000.</p>

14. **Overcrowding**

You must not allow your home to become illegally overcrowded. For clarification and more information please speak to us.

15. **Pets and animals**

If you live in a house, bungalow or flat with direct access to an individual garden you may keep up to two pets such as a dog or cat but you **must obtain our prior written** permission if you wish to keep a dog. Dogs will be required to have an identification 'chip' inserted.

If you live in a flat or your home is in a building where there is a warden service and/or shared access areas you are allowed to keep one pet.

You are allowed to keep fish or small caged animals in any property.

You can get advice on the animals we accept as pets from us.

You are not allowed to keep reptiles (including lizards or snakes) requiring live food, farm animals (including ferrets, hens, chickens, cockerels, ducks, geese, horses, pigs, cows and goats), pigeons or dogs as defined under the Dangerous Dogs Act 1991 or any endangered species

You and anyone living with you or your visitors must not allow your pets to frighten or cause a nuisance to anybody. This includes:

- Using your dog as a fighting dog
- Letting your dog bark loudly and continuously, particularly late at night
- Failing to clean up after your pet both inside and outside the property
- Failing to keep your pet under control
- Creating any kind of danger to people's health
- Allowing your dog to roam
- Not keeping dogs on a lead
- Using your dog to threaten people

You must keep any pet in proper and humane conditions.

You or anyone living with you must not leave any dog alone for more than six hours, either inside or outside your home.

16. **Internal decoration and hygiene**

You must keep the interior of your home neat, tidy and clean.

You must decorate the inside of the home as often as is necessary to keep it in good condition.

Artex is not a suitable finish for walls but you can use it on ceilings. You must obtain our prior written permission if you want to either use or remove Artex.

You must use the drainage system responsibly and you must not allow a drain to become blocked as a result of misuse. Unless you live in a flat, you are responsible for clearing and keeping clear and free from obstruction all gulleys, entrances to drains, external air bricks and vents. You must not obstruct any air brick or vent.

17. **Disposal of rubbish and infestation**

You must not place in any toilet, drain or sink any rags, cotton, bottles or any other matter likely to cause a blockage or place in any refuse bin or chute anything other than any household refuse.

You must dispose of your rubbish (including re-cycling) properly in line with the Council's requirements. Otherwise you may be charged for any clearance required. This includes the disposal of any bulky or unusual items.

<p>Note: you can arrange bulky waste collection by telephoning the Streetcare Department on 01708 432563</p>

Infestation

It is your responsibility to remove mice infestation and fleas.

You must report to us the presence in your home of rats, mice, cockroaches or any other vermin.

You must also tell us about bees' nests and bats as these are protected species.

18. **Flooring**

You may only lay **laminated flooring** if you live in a ground floor flat or to the ground floor of a house or maisonette. This is because noise nuisance can be caused by anyone walking on this type of flooring. This type of noise also easily transmits through properties.

You must keep the floors covered with an appropriate floor covering and you must take reasonable steps to alleviate any noise (relating to your choice of floor covering) from being heard in your neighbours' properties.

You must not use adhesive glue to secure floor covering. You will be charged for the removal of the floor covering in the event of repairs needing to be carried out.

If we are carrying out repair/improvement works to your home which require the removal of any flooring which you have installed, then you are responsible for the removal and reinstallation of the flooring. If you do not remove the flooring before works are carried out we will not be responsible for any damage caused to the flooring.

19. **Shared areas (communal)**

You must not cause an obstruction in any shared area. You must co-operate with us to help keep shared areas clean and tidy.

You must not:

- store or leave any personal belongings such as flower pots, bicycles, shoes in shared areas
- leave your rubbish in shared areas
- Use inflatables (or other paddling/swimming pools, trampolines) in shared areas such as communal gardens without our prior written permission. In deciding whether to grant permission, you will need to demonstrate that you have the necessary public liability insurance cover and that adult supervision will be provided at all times
- Use a shared walkway/balcony/staircase to hang out washing.

You must co-operate fully with any measures we take to protect the security of your and others' homes and you must keep all shared doors closed.

You, anyone living with you or visiting you must not interfere with any equipment in shared areas for detecting or for putting out fires.

20. **Shared footpaths**

You must not install a gate without our prior written permission.

Gates are not allowed on communal balconies.

21. **Use of individual balcony**

You must not use barbecues on your own balcony.

22. **Repairs and maintenance**

You must take proper care of your home and report any faults or damage immediately. If an appointment has been agreed to carry out a repair or inspection, you must keep it. If you are unable to keep an appointment it is your responsibility to inform us and to ensure that a further appointment is made and kept. If the fault/damage is an emergency like a burst or leaking pipe, you must allow us access as soon as this has been requested.

Sometimes due to a repair or fault inside someone else's property, we need access to your home.

23. **You are responsible for:**

- Removal of radiators for decorating purposes
- Reprogramming heating control units and replacing hot water jackets to cylinders
- All sink and basin plugs and chains; toilet pull chains/handles; toilet seats
- Fire glass, ash pans, pokers and fire baskets; internal door furniture, locks,

handles, wardrobe doors, picture rails, airing cupboard shelves, larder shelves, skirting boards and bath panels.

- Changing locks to external doors due to loss of keys
- Window glass – other than glass broken through rusting and other deterioration of framework.
- Window locks – other than provided with double glazed units
- Surface fixed draught excluders - including around front entrance doors and windows
- All hinges and bolts, curtain rails and pelmet boards
- Internal doors sticking which need adjusting and easing
- Floor coverings – other than installed by us
- Clearing blocked sinks, basins, baths, toilets and drains
(If the blockage cannot be cleared using basic equipment or specialist liquids, we will deal with the issue)
- Cultivating the garden which includes the planting and maintenance of grassed areas, shrubs and trees. If your home has a private garden you must look after it and keep it tidy and free of rubbish. The same applies if you have a balcony or window boxes. For structural reasons, you must not plant or remove any shrubs or trees without our express written agreement.
- Maintaining and repairing sheds (under certain circumstances, where the shed may form part of the boundary of the property or is a Health and Safety risk, we will consider removal of dilapidated sheds but will not replace with new.)
- Pest control – minor infestations to internal areas of insects and rodents
- Light bulbs, other than 2D energy lamps within bathrooms
- Gas fires, including the flue and chimney sweeping
- Gates – hinges and catches; clothes posts and fitting
- Internal decorations, including minor cracks.
- Changing of fuses in electrical plugs. For replacement of fuses (or miniature circuit breakers) in the main Consumer Unit contact Homes & Housing (or the Out of Hours Service outside normal office hours on 01708 756699).
- Extra supply of electrical sockets (in addition to the lettable standard of two double sockets in kitchen and one double socket in other rooms, and excluding bathroom area, washing machine spur and cooker point)
- All fittings which have been fixed and supplied by you or by your visitors, lodgers or sub-tenants. Any repairs which are necessary due to any wilful or negligent act or omission of you or of your visitors, lodgers or sub-tenants.

24. **Damage to property**

You must repair any minor damage to your home, including fixtures and fittings, caused by you, anyone who lives with you or visits your home.

Any major repairs that we carry out because of actions by you, anyone who lives with you or visits your home will be charged to you.

You are responsible for the cost of any repairs which are necessary to your property because you did not report another repair to us or which could cause further damage if not dealt with.

Any damage caused by you, members of your family or visitors may be repaired by us and you will be recharged for the costs of the work.

You, or anyone living with you or visiting your home must not deliberately or recklessly damage or deface any property, including your own home, or property which is in the locality of your home and which belongs to the Council, to your neighbours, to visitors, the general public or to utility companies.

You, or anyone living with you or visiting your home must not interfere with or damage any equipment for detecting or putting out fires in your home or in shared areas.

You, or anyone living with you or visiting your home must not tamper with the supply of any gas, electricity or water, or with any other services, meters or emergency call equipment which has been installed in your home or in shared areas.

Note: we may carry out such repairs on your behalf but we will recharge you.

25. **Heating and ventilation**

You are responsible for ensuring your home is properly heated and ventilated, that air vents are kept clear and that proper venting arrangements are made for the extraction of water vapour from appliances such as a tumble drier. If any condensation or consequential mould growth occurs as a result of any failure in this regard, you are responsible for its removal.

Note: you will be given a leaflet about condensation when you sign this agreement and we can arrange for someone to visit your home to provide individual advice.

26. **External Decoration**

You must not decorate the outside of your home unless you have our prior written permission.

27. **Security Systems**

If you wish to install your own security doors, a burglar alarm or CCTV, you must obtain our prior written permission.

You must not erect barbed wire or broken glass to walls or fences around your home.

28. **Altering or improving your home**

If you are a secure or introductory tenant you may make improvements or alterations to your home provided that you obtain our prior written permission. We will only refuse permission if we have good reason to do so. If we do give permission, then we may attach conditions to it. You must keep to these. You may also need to obtain other permissions, such as planning permission or building regulations approval.

You will be responsible for maintaining and/or repairing any alterations or improvements you have carried out to your home.

Note: You must not make any alterations at all to any gas appliance or installation in your home (including any meter and any other associated pipe-work or equipment).

If you wish work to be carried out on such appliances or installations you must obtain our prior written permission before any work is carried out. Any such work may only be carried out by a suitably qualified Gas Safety Registered contractor. Failure to do so may have fatal results, and we will regard it as a serious breach of your tenancy.

29. **Satellite Dishes**

You must obtain our prior written permission if you want to install a satellite dish.

30. **Access to your home**

You must let our employees and contractors into your home periodically to inspect its condition, carry out repairs, maintenance, improvement works and to check who is living in the property.

All employees and contractors carry identification. Please ask to see this before you allow anyone into your home.

If you have any doubt about the identity of employees or contractors, please telephone us on 01708 434000 or freephone 0800 15143444

You must allow the Fire Service access to your home to carry out a home fire risk assessment.

We will give you at least 24 hours' written notice if your home needs to be routinely inspected. In an emergency, immediate access may be required and no notice will be given. This may result in us having to force entry into your home.

For checks on who is living in the property we will also need immediate access.

31. **Gas Safety**

You must allow our employees or contractors access to your home to carry out a gas safety inspection. You must ensure that you have sufficient credit on the gas and electric meters to enable the checks to be carried out. We will give you at least 24 hours' written notice unless it is an emergency. If you do not let us in or do not have sufficient credit on your gas and electric meters, **we may take legal action to make you let us in or to allow us to force entry to your home.** We may recover any reasonable costs from you associated with such action. Persistent refusal of access may result in possession proceedings being taken against you to evict you from the property.

Note: Inadequate heating, blocks or leaks in the flue and lack of adequate ventilation can cause carbon monoxide poisoning. Our gas services make sure that your home is safe for you. It is important that we are allowed access to carry out essential inspections.

32. Vehicles and parking

You may not park certain vehicles, including a car, motorbike, boat, caravan, van or trailer within the boundaries of your home unless you have a properly constructed hard standing, driveway or a garage with direct access from the highway and an appropriate dropped kerb entrance.

You, or anyone living with you or visiting your home, must not:

- Park a vehicle of a type which is designed to be used on the road such as a car, motorbike, caravan or a van on your property for more than 30 days if the vehicle is un-roadworthy;
- You must not park a vehicle which is designed to be used on the road and which is un-roadworthy, on any other land which is owned by the Council.
- Store an “end of life” vehicle/vehicles, intended for use on the road but which would be dangerous to use on a road, within the boundaries of your home.
- Park or drive a vehicle which is intended for use on the road on any open area, footpath or grass verge other than a mobility scooter.
- Park any motor home, caravan, boat, trailer or business vehicle at your home or on any other land owned by the Council without our prior written permission. Any vehicles larger than a transit size will not be allowed under any circumstances.
- Allow SORN (Stored Off Road Notification) vehicles on our land other than in your garden. Any SORN vehicles kept in your front garden must not be in a dilapidated condition.
- Build a garage, hard standing, dropped kerb or driveway without obtaining our prior written permission. You may also need planning and building regulation approval
- Carry out major repairs to any vehicle within the boundaries of your home, on the highway or in any other public or shared area
- Receive any type of payment for the repairing of any vehicle at your home
- Obstruct access or block out day light to any other home by parking inconsiderately
- Keep vehicles such as motorbikes inside the dwelling, in a shed or in the shared areas except the keeping of a pedal bike inside the property. Battery powered scooters used by the elderly or disabled are exempt as long as they do not cause an obstruction.

33. Harmful or dangerous materials

You must not keep or allow anyone living with you or visiting you to keep dangerous, offensive, harmful or inflammable materials.

Only materials that can currently and reasonably be put to medical or domestic use can be kept in your home.

You must not use or store Liquefied Petroleum Gas – propane or butane bottled gas cylinders or paraffin heaters in or around your property.

34. Absence from the property

If you intend to leave your home for more than 28 days you must make sure that your home will be looked after and secure while you are away and provide us with your contact details or of someone else in the local area who can deal with any emergency on your behalf. You must ensure your rent will be paid while you are away.

35. Ending the tenancy

If you want to end your tenancy you must give us at least four weeks' written notice. We may agree with you to accept less than four weeks' notice but you must discuss this with us before you plan to end the tenancy. If you do not give proper notice you will continue to be responsible for the rent and other payments.

If you have a joint tenancy, either tenant can end the whole tenancy.

A joint tenancy will end after four weeks' written notice of termination has been given by either one of the joint tenants. We may, at our discretion, grant a sole tenancy to the remaining joint tenant.

You must allow our employees and contractors access to your home to inspect its condition before you leave.

You must report all repairs that are needed at the home (before you leave) and replace or repair broken items that belong to us. If you do not we will carry out the work and may charge you for doing so.

36. Moving out

At the end of the four week notice period, you must give us vacant possession of your home. You must return all the keys to us before 12 noon on the Monday at the end of the notice period. Keys handed in late may result in you being charged an extra week's rent or, if you fail to return your keys, we can recharge you for changing locks and obtaining new keys.

You must pay all rent and other charges which are due up to the date of the end of your tenancy, including any arrears.

You must not allow any person to remain living in your home when your tenancy has ended. If you have any lodgers, sub-lessees or animals, they must leave by the time your tenancy ends.

When your tenancy ends, you must leave your home clean and tidy. We will charge you the cost of making good any damage you have caused (not including fair wear and tear). For example, we could charge you for the cost of cleaning the sink, toilet, gully or drain, or for moving rubbish or unwanted furniture you have left behind.

You must ensure the disconnection of any gas, electricity and water supplies and of household appliances is done safely and properly and that this meets

legal requirements and includes certification when appropriate.

If you remove any fixtures or fittings which you have installed, you will be responsible for putting the property back to the way it was before you altered it. If you fail to do this we may charge you for this work. All fixtures and fittings you have installed and are leaving in the property must be in good condition and proper working order.

When you leave your home it is your responsibility to ensure that we have your forwarding address in writing. If you should fail to supply us with this, we can continue to treat the property as your address for the purposes of serving letters, notices etc.

We will dispose of any furniture left in the premises after one month or immediately if it incurs an unreasonable cost or inconvenience for us to store.

Note: if the tenant dies, the tenancy can be ended on the Monday following the death of the tenant if the home has been fully cleared of all furnishings, paperwork and effects and provided we receive a copy of the death certificate.

If you move out of the home without telling us, we will treat the home as abandoned. We are required to serve a 28 day Notice to Quit before ending the tenancy. You will be charged full rent for the 28 days. Your tenancy will then come to an end.

Abandoning your home could mean that you may not be entitled to another home with the Council – for example if you have left with rent arrears or damaged the property.

It is your responsibility not to leave any items in the home. We may store any furniture and belongings taken from the home for a limited period or until you make arrangements to move them. We will charge you for this storage and dispose of them. We will try to contact you to arrange collection of the belongings. If we are unable to contact you or if you do not collect the belongings, we may sell them and use any money we get towards any of your unpaid rent or other charges.

We will ask you to allow us reasonable access to show potential tenants around your home during your notice period. Your home may be advertised in 'Choice Homes'.

37. **Insurance**

We are responsible for making sure the structure of your home is insured.

You are responsible for insuring the contents of your home (your furniture and belongings). We are not responsible for loss of or damage to your possessions.

You are advised to take out full contents and tenant's liability insurance for your home. This should cover the cost of replacing broken windows.

If you live in a flat, you should also take out insurance to cover you in case you cause damage to your neighbour's property.

Note: Homes & Housing offers a home contents insurance scheme which can be paid in with your weekly rent. Please see your tenant handbook for more information and useful contact numbers.

38. Smoking ban

It is illegal to smoke in a public place or at work.

The same rules apply to communal halls in sheltered schemes and to shared entrances, lifts and hallways in blocks of flats.

We can take action against a tenancy if a tenant, a member of their family or a visitor smokes in a 'no smoking' area and it causes a nuisance to other residents.

Tenants can still smoke in their homes and gardens, however with the smoking ban in place we aim to create a healthy working environment for all our staff and contractors.

If we are working in your home for long periods of time, please smoke in a room where we are not working. Please do not smoke during any visits we carry out to your home.

Section 3 Our responsibilities

1. Homes & Housing is your first point of contact if you have any problems with your tenancy. If it is not resolved we have a complaints procedure. If you feel that we have broken this agreement, you may complain to us. You can obtain independent advice from a Citizens Advice Bureau or from a solicitor. You can also complain to your local councillor, MP or the Local Government Ombudsman.
2. You will be given at least four weeks' written notice before any changes to your rent or other payments are made.
3. The structure of your home is insured.
4. We will arrange to repair the structure and exterior of your home and the building of which your home may form part. This includes:
 - Drains, gutters and external pipes
 - The roof, outside walls, outside doors, window sills, window catches, sash cords and window frames (including necessary external painting and decorating)
 - Internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards
 - Chimneys, chimney stacks and flues

- Main entrance path
 - Plasterwork
 - Integral garages and stores
5. We will arrange repair and keep in proper working order any installations within your home for heating, water heating and sanitation; and for the supply of water, gas and electricity. This includes:
 - Basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity)
 - Electric wiring including sockets, switches and light fittings (excluding bulbs)
 - Gas pipes, water pipes, water heaters, fitted fires and central heating installations.
 6. If you apply to buy your home we will continue to arrange these repairs until you have bought your home but will not carry out any improvements.
 7. We will arrange the maintenance and repair of any shared areas around your home.
 8. We will give you help and advice if you tell us that you are the victim of anti-social behaviour.
 9. If we decide to change the terms and conditions of this tenancy agreement, we must give you 28 days' notice before carrying out these changes. This gives you the opportunity to end the tenancy before the changes come into effect if you choose to do so.
 10. **Gas safety**
We will carry out a gas safety inspection of your home in accordance with Gas Safety Regulations 1998.
 11. **External decorations**
We are responsible for the exterior decorating of your home and of any shared areas.
 12. **Consulting you**
We will consult you about housing management matters which are likely to affect you and we will take your comments into account before we make any decision.
 13. **Permission**
If the terms of this agreement require you to get our written permission for something, we will give you the reason in writing. If we grant you permission this will normally have conditions attached to it. We do not charge you for giving you permission to do something, although you may incur costs to comply with a condition.

As well as getting our permission you should also check whether planning or

other permissions are needed. We reserve the right to withdraw our permission if you do not comply with any of the conditions which we make.

14. Anti-social behaviour

If you tell us that you are the victim of anti-social behaviour, we will give you help and advice.

We will respond to complaints of anti-social behaviour within a reasonable time, according to the seriousness of the behaviour in question and keep you informed about the progress of your complaint.

We investigate all complaints of anti-social behaviour and will use available legal powers to take action if appropriate.

15. Complaints

We will acknowledge and inform you of your right to complain. The complaints procedure is in our Tenant Handbook.

We will investigate your complaint and send you a written reply within ten working days or advise you if more time is needed to investigate this.

We will monitor all the complaints we receive and use them to improve our services.

16. Using our complaints procedure

If you are not happy with the initial response that you receive from us, you can refer to our complaints procedure to take further action.

17. If you believe we have broken any term of this agreement

The Local Government Ombudsman investigates complaints of maladministration against local authorities. Maladministration means that there has been a failure to do something which should have been done or a fault in the way in which things have been done. Before you complain to the Ombudsman you must normally have followed the whole of our complaints procedure. You can find out more about the Local Government Ombudsman by visiting its website at www.lgo.org.uk

If you break the terms of this agreement we can, if we consider it appropriate:

18. Apply for an injunction

An injunction is a court order which either prevents you from doing something or orders you to do something. If the terms of an injunction are broken this may be contempt of court which can be punished by a fine or a prison sentence.

19. Demote your tenancy

If you have a secure tenancy, under the Anti-Social Behaviour Act 2003 we have the right to apply to the county court for a demotion order if you or someone living with you or visiting your home has been acting or threatening to act in an anti-social manner. This would end your secure tenancy and replace it with a less secure type of tenancy which we could end more easily if the anti-social behaviour continued. If your tenancy is demoted you will lose a

number of the rights which you enjoyed as a secure tenant, including the right to buy your home and the right to exchange.

20. **Apply for an Anti-Social Behaviour Order (ASBO)**

This allows a local authority and the police to apply to the magistrates' court for an order to prevent the anti-social behaviour of anyone aged ten or older. The subject of an ASBO must have behaved in a way likely to have caused harassment, alarm or distress to at least one person outside their own household. When an ASBO is made, it can require the perpetrator to stop behaving in an anti-social way and/or exclude them from a certain area. An order lasts for at least two years and a prison sentence of up to five years may be given if it is broken.

21. **Draw up an Acceptable Behaviour Contract (ABC) or Parenting Contract (PC)**

An Acceptable Behaviour Contract or Parenting Contract can be used to tackle anti social behaviour. An ABC or PC is usually an individual written agreement between an individual, the police and the local housing department. If a child is under ten years a parental responsibility contract may be entered into with the parent or guardian on their child's behalf . An ABC requires an individual not to continue with certain acts that are anti-social.

22. **Carry out work or take action and charge you for it**

If you fail to do something which is your responsibility under the terms of this agreement, we may arrange for it to be done and then charge you for it. We will also seek to recover from you the cost of any action which we take against you through the court for any breaches of this agreement.

23. **Dispose of your belongings**

If you leave any of your belongings in your home or anywhere else after you have moved out, we have the right to remove and dispose of them. We will try to give you prior notice of this.

24. **Prevent you from moving home**

We may prevent you from transferring to another property or refuse permission to exchange your home with someone else.

25. **Prevent you from buying your home**

We can suspend your right to buy.

26. **Refuse any future applicants for housing**

If you are evicted for breaking the terms of this agreement on the ground of anti-social behaviour or if legal action has started, we can suspend your application to join the Council's housing register in the future on the basis that you are unsuitable to be our tenant.

Note: a mediation service is available to tenants who are experiencing difficulties getting along with each other. Contact us for more information.

27. **Involve the police**

If we believe that you are guilty of a criminal act, we can refer this matter to the police for them to investigate and, if appropriate, take action against you.

Note: If you have an introductory tenancy we may extend this by up to a further six months. If we intend to do this we will serve a notice of extension on you at least eight weeks before the end of the initial period of your tenancy and you then have a right to request a review of this decision.

28. **Begin possession proceedings**

We may ask the court to evict you from your home if you break any of the terms of this tenancy agreement. The procedure in connection with possession proceedings will depend upon whether you have a secure, introductory or demoted tenancy.

If you are an introductory tenant:

Before we can apply to the court to end your tenancy we will serve you with a notice that explains our intention to apply to the court for an order for possession of your home. This notice will give you the reasons for this decision and a date after which proceedings may be started.

If you are a secure tenant:

Before we apply to the court for a possession order we will serve you with a Notice of Seeking Possession.

This notice will give you the reasons for our decision and a date after which proceedings may be started.

The grounds for seeking possession are in Schedule 2 of the Housing Act 1985.

If you are a demoted tenant

The procedures are similar to those of an introductory tenant.

29. **Notice to Quit**

In some circumstances you may lose the security of your tenancy. This can occur, for instance, if you (or all of you in the case of joint tenants) cease to occupy the property as your only or main home.

We will apply for a court order to end your tenancy if you cease to occupy it as your main home.

30. **Service of notices**

Any letter, notice or other document, including a notice to quit, can be served on you by delivering it to and leaving it at your home or by sending it to your address by post.

We will assume that you have received all letters, notices and other documents within 72 hours if we post them or within 24 hours if they are delivered to your home by hand.

Any letters, notices or other documents from you to us should be sent or hand delivered to us or to any other address to which you may be advised to send/deliver your notice or letters.

31. Requesting written permission

You need the written permission of Homes & Housing to comply with some conditions in this agreement. Requests for written permission should be made in writing to Freepost RRJC-CEXK-EAKL, Homes & Housing, Chippenham Road, Harold Hill, Romford RM3 8YQ.
Email: homes@havering.gov.uk

Note: Even if we give our written permission, you may still need to get planning permission and comply with building regulations, in some circumstances. We may withdraw our permission if a nuisance is caused or if an alteration or addition to your home becomes unsightly or a danger or if the structure of the home is damaged. Permissions are not only to safeguard the home but also to make sure that any work done could not injure you or any other person.

Section 4 Rent and other payments

This section is about rent and other charges. It tells you about the importance of paying your rent and what will happen if you do not pay but also how to get help and advice if you need it.

Rent and other payments

1. This comprises your rent and other charges which are due on Monday of each week and you must pay them on time. The rent is payable each week in advance. You may also pay your rent over longer periods, for example fortnightly or monthly, by prior agreement with us. If you do so, you must pay your rent in advance.
2. Other payments may be due at the same time as your rent, such as service charges, heating charges and water charges. A breakdown of your rent and other charges will be given to you when you sign the tenancy agreement.
3. The rent year normally starts on the first Monday in April. This may be a 52 or 53 week year. There will be four payment breaks. If you have rent arrears, you are required to continue with your rent payments during any payment breaks.
4. If this is a joint tenancy then each tenant is equally responsible for the payment of the whole of the rent and of any other payments or charges.
5. We may change the rent and other charges but before doing so, we will give you at least four weeks' written notice. A variation in rent will normally occur

every year in April. We will tell you in writing about the details of the variation and give you an opportunity to end the tenancy before the variation date.

6. If you do not pay your rent or other associated charges, we may go to court and ask for you to be evicted from your home. The court may order you to pay our costs.
7. If you are evicted because you do not pay your rent and other charges, you will not normally be entitled to another Council property until you have paid the money that you owed in full.
8. We have the right to charge you for any new service provided by us. This may be charged as part of your rent or separately. We will write to you prior to any change.
9. **Housing Benefits**
If you are entitled to housing benefit you are responsible for filling in and sending your housing benefit claim form to the Council. When requested you must make sure it is accurate and that proof of identity and income are provided. Changes in your circumstances may affect your entitlement to housing benefit. You may lose your entitlement to receive housing benefit if you do not move into the home at the start of your tenancy. You will remain liable for the rent during any period of your tenancy. We will however provide you with advice and assistance if you request it.

If you claim housing benefit you must tell the Council's Housing Benefit section immediately of any change in circumstances which may affect your entitlement to it.

Section 5 Definitions

The definitions are not legal terms of your agreement but they do form part of it by defining words used through the agreement.

Abandon – is when a tenant leaves their home without proper surrender of the tenancy i.e, either by notifying us or ending the tenancy by serving a notice to quit on us..

Animal – includes livestock, birds, insects, reptiles, spiders, fish and mammals.

Anti-Social Behaviour – conduct causing, or likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment – this is the right given to tenants to pass their tenancy over to a family member who would normally have the right to inherit (succeed to) the tenancy.

Business – is a legally recognised commercial or industrialised enterprise designed to provide goods and/or services to customers.

CCTV – this is controlled circuit television used to monitor activities in an area.

Communal or shared areas – this is an area or areas in and around a property which is used by one or more persons, such as footpaths, walkways, balconies and stairwells.

Complaints – any expression of dissatisfaction, however made, of an action or inaction of Homes in Havering staff or associated partners.

Fixtures and Fittings – this includes kitchen units and appliances, sanitary ware, plumbing, taps, shower, heating systems, electrical circuits, sockets, switches, fixed lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, and aerials.

Garden – this includes lawns, hedges, flower beds, trees, outside walls, fences, paths and yards.

Home – comprises the whole of the property let to you under this agreement including the house, any garden, any garage, outhouse or shed within your garden but does not include shared areas.

Housing Act - this is an Act of Parliament passed by the Government and which governs actions relating to housing management.

Housing Benefit – this is housing subsidy for tenants on low incomes to assist them in paying their housing costs such as rent.

Improvement – any alterations or addition to the property made with our written consent.

Insurance – is liability cover provided by a company to protect goods and belongings in the event of damage.

Joint tenancy – is a legally binding contract between two or more tenants and their landlord.

Lodger – a person who pays you money to let them live in the home with you.

Mutual Exchange – exchanging your tenancy with another person by mutual agreement when permitted.

Neighbour – this includes anyone living in the area local to your home, including other tenants, people who own their own homes and local businesses.

Notice of Seeking Possession – is a legal notification of 28 days served on a secure tenant as the first stage to commence court action.

Notice to Quit – is a legal notification, usually of 28 days, served on a tenant to formally end a tenancy where security of tenure has been lost. Alternatively, it is also legal notification from a tenant that they will be giving up the tenancy.

Overcrowding – is when a property has too many people occupying it.

Partner – means husband, wife, same sex partner, civil partner or any other person with whom you cohabit in an established relationship.

Payment breaks – these occur when the annual rent has been divided over fewer than 52 to 53 weeks, to give tenants “rent free weeks”.

Possession – is when the Council takes back vacant use of a property by serving a notice and taking court action.

Rent – payment made by a tenant for occupation of the home.

Right to Buy – this is the right given to Secure tenants to purchase their property with a discount.

Sole tenancy – is a legally binding contract between one tenant and their landlord.

Sub-let – giving another person (lodger who pays you money) the right to live in part of your home with the agreement of Homes in Havering.

Succession – when a tenant dies the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to succession and only in certain circumstances.

Tenancy – is a legally binding contract between a tenant and their landlord.

The Council – London Borough of Havering, which is your landlord

The landlord – London Borough of Havering

Unroadworthy – this describes a vehicle which is designed to be used on a road but which is either untaxed and/or has, or appears to have a fault or faults which would, to common knowledge, make it unsuitable for use on a public highway.

Vehicle – this includes, for example, a car, motorbike, bike, moped, boat, caravan, van, mini-bike, trailer and mobility scooter.

Visitor – someone not living with you but who comes to see you at your home.

We, us – London Borough of Havering, London Borough of Havering’s contractors and employees

Written permission – a letter from us giving you permission to do something.

You – the tenant and, in the case of joint tenants, anyone or all of the joint tenants.