

# Homes for Lambeth Tenancy Agreement

## SECTION A: INTRODUCTION TO YOUR TENANCY AGREEMENT

This is your tenancy agreement. It is a legally binding document which sets out your rights and responsibilities as a Homes for Lambeth's tenant.

It is an important legal document and should be kept in a safe place. This Tenancy Agreement defines your obligations and responsibilities as a tenant of Homes for Lambeth (HfL) for the following types of tenancy:

- i. Starter Tenancy (Assured Shorthold Tenancy)
- ii. Lifetime Assured Tenancy
- iii. Demoted Tenancy

**Please read this tenancy agreement carefully. If you do not understand any of the Conditions or you need more information, please contact the HfL Managing Agent, a solicitor, a Law Centre, the Citizens Advice Bureau, a Housing Advice Centre or Shelter for help.**

### 1 Definitions

1.1 The following words and phrases have specific meanings when used in these tenancy conditions, unless the context requires otherwise:

- 'we', 'us', 'our' or 'HfL' means Homes for Lambeth or the HfL Managing Agent.
- 'Council', means the London Borough of Lambeth.
- 'You' or 'your' means the Tenant.
- 'Tenant' means the person/s or people to whom we have granted the Tenancy, or who have since been assigned or succeeded to the Tenancy.
- 'Tenancy' means the tenancy of the Property granted by us to you under the tenancy agreement.
- 'Starter Tenancies' and 'Starter Tenancy' means an Assured Shorthold Tenancy
- 'Assured Tenancy' and 'Assured Tenancies' mean an assured tenancy as defined by the Housing Act 1988
- 'Assured Shorthold Tenancy' means an assured shorthold tenancy as defined by the Housing Act 1988
- 'Lifetime Assured Tenant' and 'Lifetime Assured Tenancy' are based on an Assured Tenancy but with a higher degree of security provided contractually.
- 'Demoted Tenancy' means a tenancy created when a court makes a Demotion Order against an Assured Tenant, as set out in the Housing Acts 1988 and 1996.
- 'Your Property', 'the Property' and 'your Home' mean the property to which the Tenancy relates.
- 'Anti-Social Behaviour' has the meaning set out in s2 of the Anti-social Behaviour, Crime and Policing Act 2014.
- 'Your Household' and 'the Household' means everyone living in your Home.
- 'Communal Areas' means the shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading to or from the Property, grassed, cultivated, drying and play areas, forecourts and other shared areas within estate and block boundaries.
- 'Hazards' means anything that is potentially dangerous, flammable, combustible, unsafe etc.
- 'Other charges' means service charges and where applicable the use of a shed, garage or an allocated parking bay and may include additional charges such as heating and hot water. (These will be defined on a property by property basis.)
- 'Service charges' means an amount payable by a Tenant of a Property in addition to the rent which is payable, directly or indirectly for services, repairs, maintenance, improvements or insurance of the

landlord's costs of management.

- 'Fixtures and Fittings' include:
  - a) Installations for supplying or using gas, electricity and water and the central heating system (if applicable and where no central heating is provided within the Property the form of heating installed in the Property's living room;
  - b) Basins, sinks, baths and toilets;
  - c) Pipes, ducts, tanks, wires, cables, switches, boilers and storage heaters;
  - d) Fixed wall, floor or ceiling coverings, other than carpet and laminate or wood flooring;
  - e) Cupboards, built-in wardrobes and kitchen units
- The 'HfL Managing Agent's office' means [REDACTED]
- 'The HfL Website' means the website located at [REDACTED] or such other web address as we may confirm to you from time to time.

1.2 All expressions in the singular also carry the plural meaning, unless the context requires otherwise.

## **2 Your Tenancy**

2.1 By signing a tenancy agreement document you have agreed to enter into a legal contract with HfL. Unless the agreement says so, these tenancy conditions will apply until they are varied by the proper procedure or your Tenancy comes to an end.

2.2 Your tenancy agreement document says who the tenants are. All tenants are equally responsible for complying with all of these tenancy conditions – even those who are no longer living at the Property – until the Tenancy is brought to an end.

2.3 You can get further copies of the tenancy agreement from the HfL Managing Agent's office or through the HfL Website.

2.4 There are three main types of tenancy which are covered by these tenancy conditions:

- a) Starter Tenancies
- b) Lifetime Assured Tenancies
- c) Demoted Tenancies

2.5 Tenants who have certain types of tenancy have certain statutory rights (such as the right of Assured Tenants to assign their tenancies in certain circumstances). This tenancy agreement is not intended to alter those statutory rules or change or extend those rights. Where there is any conflict between the statutory rules or rights and this tenancy agreement, the statute will prevail. If you are in any doubt you can ask the HfL Managing Agents office. If you live in sheltered accommodation, some of these do not apply and there may be additional conditions that do apply.

2.6 Some additional conditions may apply to particular Properties, or types of Properties, from time to time. These will form part of your tenancy agreement. If you are offered a Property where such conditions apply you will be informed of these additional conditions before you sign your tenancy agreement. By signing a tenancy agreement you also agree to comply with these additional conditions and you acknowledge that they have been drawn to your attention.

2.7 If either party, HfL or Tenant, breaks the terms of this tenancy agreement and we cannot solve the problem together, the other party may be able to go to court to deal with the matter. If you do not keep to

your tenancy agreement you could lose your Home.

### **Changing this agreement**

2.8 This agreement can only be changed by agreement between the Landlord and Tenant.

### **Serving notices or letters**

2.9 You agree that any notice or letter that is addressed to you, has been properly served on you if it has been:

- posted or hand delivered to, or fixed to, your Property, or
- handed to you in person, or
- posted or hand-delivered to or fixed to your last known address

2.10 The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 Section 48(1) that notices (included notices in proceedings) may be served on the HfL by the Tenant at Lambeth Town Hall, Brixton Hill, London, United Kingdom, SW2 1RW.

### **Access to information**

2.11 HfL follows the Council's policy for allocating housing and housing transfers. These policies are available from the HfL Managing Agent's office and on the HfL Website.

2.12 You have the right to see your personal records in accordance with the Data Protection Act 1998 and the Freedom of Information Act, but we may charge a fee for this.

### **Where to go for advice**

2.13 If you would like more information about your rights you should contact the HfL Managing Agent's office or any of the following:

- a) Housing Options & Advice Centre
- b) A solicitor or local law centre
- c) Citizens' Advice Bureau
- d) Your local councillor (details of how to contact your local councillor are available from your Housing Office, the Council website, your local library or the Town Hall).
- e) Your local residents' association.

### **Complaints**

2.14 If we do not meet our responsibilities under the tenancy agreement, you can do the following:

- a) Contact the HfL Managing Agent's office to make a complaint.
- b) Use our complaints procedure (you can get details of the complaints procedure from the HfL Managing Agent's office, or from the HfL Website.
- c) Speak to your local councillor.

If you are dissatisfied with HfL's response to the complaints procedure, you can contact the Housing Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the complaints

procedure before getting involved.

2.15 In some circumstances you may be able to take us to court.

### **Data Protection Act 1998**

2.16 The management of HfL's housing stock involves the processing of personal data of Tenants, for example, for the purposes of allocation or determining a Tenant's rights, and sometimes also of sensitive personal data such as ethnicity or gender. By signing this you will also be giving your consent to the legitimate processing of such data in accordance with the Data Protection Act 1998.

2.17 The data held by HfL in respect of you and your Tenancy will be used for cross-matching and cross-authority comparison purposes for the prevention and detection of fraud.

### **Photographs for all new tenants**

2.18 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. Where a sole tenancy changes to a joint Tenancy, or there is a succession or assignment of a Tenancy, the photograph of the new joint Tenant / succeeding Tenant will also be required. The photographs will be retained electronically and stored safely. The photographs will not be disclosed to any third parties unless we are required to do so by law, and will be kept securely.

2.19 Photographs held will be used to help us identify people living in our properties without our permission and Tenants who have sublet their Homes illegally. They will solely be used for the prevention of fraud / criminal behaviour.

## **SECTION B: YOUR RIGHTS AND OBLIGATIONS**

### **YOUR RENT**

#### **3 Your duty to pay rent and other charges**

3.1 One of the most important responsibilities is to pay your rent and other charges. You **must pay** these a week in advance from the date your Tenancy starts. You may be able to get help with paying your rent by claiming housing benefit. The HfL Managing Agent will help you to make a claim when you sign up.

3.2 You must pay your weekly rent on Monday each week for the week to come. The total payments you owe will include other charges as set out in your tenancy agreement

3.3 We set out the amount of rent that you must pay from the start of the Tenancy in your tenancy agreement document. We will inform you from time to time (usually annually) what other charges, including service charges, that you will need to pay. You will be responsible for paying water rates for your Home directly to Thames Water and you will be responsible for directly paying for gas, electricity, heating and hot water bills where these apply.

3.4 We are entitled to change the rent and other charges but must give you written notice before we do so. The rent is set in exactly the same way as Council rents.

3.5 Any payments that you make to us will be applied firstly to any arrears owed to us and starting with the oldest arrears shown on the rent account, unless we expressly notify you otherwise in writing.

3.6 If you live in a Property for which we supply heating and hot water and there is a supply failure during the agreed heating supply times, you can sometimes get a refund.

#### **PROPERTY REPAIRS, MAINTENANCE, IMPROVEMENTS & ACCESS**

You **must** tell us as soon as possible of any damage to the Property, or any repairs that are needed that are our responsibility. You should report this to the HfL Managing Agent's office.

#### **4 Your responsibility for repairs**

4.1 You are responsible for maintaining and replacing the entire inside of the Property except for those parts which these Tenancy conditions or any statute specifies that we are responsible for. These are set out in Clause 5 below.

4.2 You are prohibited from making any changes to the fixtures or fittings without our prior written permission not to be unreasonably withheld.

4.3 You are prohibited from making any changes to the exterior of your Property.

4.4 Where we have given you permission to make changes to the existing Fixtures or Fittings or to add new Fixtures or Fittings, then you will be responsible for repairing or replacing them.

4.5 You are responsible for repairing or replacing any fixtures or fittings if you have put them in without our written permission, or if we gave you written permission but told you that we would not be

responsible for repairing or replacing them.

4.6 You are also responsible for any repairs, or repairing or replacing any damage if the damage is caused deliberately or carelessly by you, your pet, a member of your Household, your lodger, subtenant or a visitor to your Property or their pets. This also applies to damage caused to Communal Areas and/or other residents' homes by washing machine and dishwasher installations in your Property.

4.7 If it is your responsibility to carry out a repair and you do not do it, we will serve written notice on you detailing the required repair and the time you should do it in. If you do not do the repair within this time, we can charge you for the work required (including our administrative costs).

4.8 We may enter your Property, only during an emergency, to do reasonably necessary works of repair.

## **5 Our responsibility for repairs**

5.1 We will maintain the structure and outside of your Property.

5.2 We will maintain your Property's drains, stack pipes, gutters and outside pipes.

5.3 We will keep in proper working order any Fixtures or Fittings including for supplying water, gas or electricity, toilet facilities and non-temporary space and water heating inside your Property which we provided, or that you have provided with our permission. If we decide the repair is not possible then we will replace the Fixtures and Fittings.

5.4 We will maintain the windows and doors within the Property and the windows and front entrance building within the building.

5.5 We will maintain the walls and ceilings within the Property.

## **6 Your responsibility for decorations**

6.1 You must keep the inside of your Property reasonably well decorated.

## **7 Our responsibility for decorations**

7.1 We will decorate the outside of your Property and Communal Areas of Propertys and maisonettes from time to time.

7.2 We will also do any decorating which is needed because we have carried out repairs which are our responsibility, or improvements. If we decide to do so, we may give you a reasonable allowance to do it instead. This does not apply where the works were necessary because you had breached your Tenancy obligations.

7.3 If you are elderly aged 70 and over, or have a disability or other special reasons, living alone, and there is no other member of your Household or family who can help, we will decorate a number of rooms in your Home under a planned programme.

## **8 Your responsibility for cleaning**

8.1 You must keep your Property clean and tidy. If it becomes infested with pests or vermin because of your failure to keep it clean we will charge you for the cost of de-infesting it and any other costs of cleaning your Property.

8.2 You must keep any garden, yard, window box or balcony that forms part of your Property tidy and free of rubbish. If such publicly visible parts of your Property become an eye-sore, then we may ask you to tidy them up and remove any rubbish. If you do not comply with our request, then we may seek to enter these parts of your Property to clean them and remove any rubbish.

8.3 If you live in a self-contained Property in a street property with a shared entrance or hallway, you and the other tenants of that street property are responsible for keeping the shared entrance or hallway clean and tidy.

8.4 If you live in a block of Propertys with a balcony entry in front of your Home, you are responsible for keeping the doorwell in front of your Home clean, tidy and clear of obstructions.

8.5 You must not block, obstruct, create or leave any hazard on any landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other Communal Area or wedge open any fire door or security door if you live in a building with Communal Areas.

8.6 HfL may from time to time publish regulations in respect of recycling household and/or bulk waste. You must keep to the rules of that scheme and in the event if you do not we may take such action we think appropriate which may include a charge for removing and disposing of the waste.

## **9 Our responsibility for cleaning**

9.1 We will arrange to clean the Communal Areas (other than those that you are obliged to clean, as set out in the previous section).

9.2 We will remove and dispose of any personal belongings left in the Communal Areas that block, obstruct or are hazardous and recharge the cost to the person responsible.

## **10 Our responsibilities for communal areas and lift maintenance**

10.1 We will take all reasonable steps to keep all lifts in working order.

10.2 We will make sure that grassed areas of estates are mown and any flower beds, hedges and trees on the estate are kept tidy and free of rubbish.

10.3 We will take all reasonable steps to keep all communal lighting, entry-call systems, communal aerials and domestic refuse facilities in good repair.

## **11 Gardens and fences**

11.1 If you have a garden, you must keep it reasonably tidy. If you fail to keep it reasonably tidy, we may require you to tidy your garden, or we may decide to do the work for you and to charge you for it. You are also responsible for keeping trees and hedges within your garden pruned and trimmed back so they do not cause an obstruction or nuisance to others. You must not cut down, remove, relocate, plant or significantly alter any tree in your Property unless we have given you our written permission in advance. Remember that many trees on estates are HfL property, and many are also legally protected through

Tree Preservation Orders (TPOs), so it is important to check first before any work takes place.

11.2 You must get our written permission (not to be unreasonably withheld) before you put up a shed, porch, fence or any similar structure in your garden. If we give you permission, you must then maintain and look after the structure.

## **12 Insurance**

12.1 We will insure the structure of the building against certain risks, together with our Fixtures and Fittings, but we are unable to insure your fixtures, furniture or possessions.

12.2 Where the damage to a Tenant's Home is caused by a fault within HfL's responsibility / ability to keep certain items in good repair (e.g. hidden pipes under a bath), and if it is proven that the damage was caused by no fault / neglect of the Tenant, HfL will repair and redecorate all affected areas.

## **13 Our right to enter your Property**

13.1 You must let our officers, contractors or HfL Managing Agents enter your Property to:

- (a) inspect or survey your Property or adjoining property for any reason;
- (b) carry out any repairs, gas servicing, treatment, modernisation, improvements or safety inspections;
- (c) deal with any other matter for which we are responsible including inspecting the condition of your property and ascertaining who is living there;
- (d) ensure compliance with the conditions of this agreement and health and safety regulations;
- (e) carry out emergency work.

13.2 You can allow our officers or agents to enter your Property at any time without notice if it is convenient for you. You must let our officers or agents enter your Property if we give you at least 24 hours' written notice and ensure that an adult is present.

13.3 If you do not let us in to your Property, in cases of emergency, we may force entry without giving notice and charge you for any costs, any damage or financial or other loss caused by the delay. We will do our best to contact you before we force entry to your Property. If there is no-one in the Property to let us in we will make sure that your Property is left secure after we have carried out our inspection or any work we have to do and any damage caused will be repaired as soon as possible.

13.4 Our officers or agents may also enter your Property without giving notice if, they believe that you or others are at risk or that the Property or any other property may be damaged if they do not enter. We will do our best to contact you before we force entry to your Property. If there is no-one in the Property to let us in we will make sure that your Property is left secure after we have carried out our inspection or any work we have to do and any damage caused will be repaired as soon as possible.

13.5 Where it is reasonably necessary for the Property to be empty for us to carry out any works you must give us access by moving into temporary accommodation. We will provide you with temporary accommodation which is reasonably suitable to your needs (Note that this may not be accommodation which is equivalent to your Property if a different kind of property is reasonably suitable for your needs).

## **14 Alterations and improvements**



14.1 You must not alter the structure or outside of the Property or the building in which it stands in any way. For example, you must not fix a security grille to your external doors or windows or put up a satellite dish, aerial or other telecommunications equipment to the exterior of the building. This rule also applies to garages, greenhouses, sheds, pigeon lofts, parking spaces, driveways and walls.

14.2 You must not install laminate floor covering or sanded floor boards in the Property, other than:  
(a) on the ground floor; and then  
(b) where no-one is living beneath you and you first obtain written permission from-HfL.

14.3 Any existing laminate flooring and sanded floorboards can remain only if there are no complaints from the neighbours or a nuisance to others living in adjacent properties. If there are complaints then we would have to ask you to remove the floor covering in the Property or take measures to minimise noise being transmitted to adjacent properties.

14.4 HfL recognises that there may be circumstances where carpet and additives in alternative floor coverings may exacerbate some health conditions. HfL will develop mitigating policies and procedures to reduce any adverse impact on tenants under such circumstances.

14.5 You must not make any alteration to the Property such as remove any internal walls or take out any other part of the building which is in breach of any planning or building control regulation, whether you have sought and obtained our permission or not. If you do carry out any improvements or changes to your Property or add any fixtures or fittings without our permission, or in breach of any planning or building control regulation, we may require you to put back the Property to its original condition, or we may do this and charge you the cost of doing so and of rectifying any damage that may have been caused to the Property or the building in which it stands.

14.6 We will not be responsible for any damage that is caused whilst removing anything you have installed without our permission.

## **15 Recharges**

15.1 In addition to specific clauses mentioned here, HfL will recharge for legal costs incurred.

## **YOUR USE OF THE PROPERTY**

**Your obligations as a Tenant apply to you, and anyone else living or visiting your Home. We will also hold you responsible for any breach of these tenancy conditions by any persons living with you or visiting your Home.**

## **16 Your use and occupation of the Property**

16.1 You must live at your Property as your only or principal home. If the Property is no longer your only or principal home, as defined according to the conditions below, then if required we will take legal action to recover possession and once we are in possession your Tenancy will be at an end.

16.2 You can only carry out a business or trade from your Property if you get our written permission first. This will only be given if you can work from your Property without causing a nuisance to anyone else or break any planning or use regulations. It may be withdrawn if, having granted permission, the business or trade causes a nuisance or you break any planning or use regulations.

16.3 If you are going to be away from your Property for more than 8 weeks, you must let us know in writing. If you do not do so we will normally assume that you have abandoned the Property and that it is no longer your only or principal home.

16.4 If you are going to be away from the Property for more than 6 months we will normally assume that you no longer wish to occupy the Property as your only or principal home. You may wish to discuss the circumstances of this with us if this is not the case.

16.5 If you do not return to the Property after the date you told us you would be returning, we will assume that you have abandoned the Property. You must contact the HfL Managing Agent's office at least once a month if you are away from your Property for a long time.

16.6 If you go away without telling us and we discover someone else living in the Property, we will assume that you have sublet the Property or parted with possession of it and may take legal action to end your Tenancy and recover possession of the Property.

16.7 You must ensure that you have adequate floor coverings to stop or reasonably minimise noise being transmitted to adjacent properties. You must ensure that only curtains, blinds or proper window dressings are used at windows. You must not cover the walls in fabric or other materials so as to significantly reduce the exposure of the walls to air.

**NOTE: As well as obtaining our written permission for any alteration or business use of your Property you should always check whether or not planning, building control or other permissions are needed. You can get more advice about these from the Council's Planning Department.**

16.7 We will not usually accept rent from anyone other than you unless we have agreed to this in advance. If we do accept a payment made by someone other than the Tenant it is accepted only on the basis that it is paid on the Tenant's behalf.

16.8 While you are a Tenant you must inform us if you acquire any legal or beneficial interest in any other residential property. If we discover that you have a legal or beneficial interest in another property we will assume that that is your principal home unless you show us that this is not the case.

## **17 Your right to have sub-tenants or lodgers**

17.1 You can take in lodgers if this does not cause the Property to become overcrowded.

17.2 If you are a Lifetime Assured Tenant (but not if you are a Starter Tenant or Demoted Tenant) you can sublet part of your Property, but only if you have our written permission first and provide us with the intended individual's name, age and sex. If you sub-let part of your Property you must not allow this to cause the Property to become overcrowded.

17.3 You must not sublet the whole of your Property. If you do so, you will lose your status as a Lifetime Assured Tenant, Starter Tenant or Demoted Tenant and we will take action straight away to end the Tenancy and evict you.

## **18 Changes in your Household**

18.1 You must notify us in writing within 4 weeks of any long-term change in the people who are living in

the Property.

### **19 Assignment, Exchange & Succession (Lifetime Assured Tenancies Only)**

19.1 'Assignment' is where you transfer your Tenancy to someone else. 'Succession' is where a tenancy passes to someone else when the tenant has died. 'Exchange' is where you swap your Property with another of our tenants, or a tenant of a local authority, another housing association or certain other bodies.

19.2 Subject to Clause 19.4, Assignment, Succession and Exchange can only take place under the limited circumstances detailed within the Housing Act 1985 as if that Act applied to this tenancy agreement and (in the case of Exchange) with our written permission which we will only withhold in certain specified circumstances (pursuant to Clause 19.5). Your rights will also depend on whether there has been a previous succession. You may also require the written permission of any other landlord involved.

19.3 Succession rights will be afforded to Tenants' children who have lived with the Tenant for 12 months prior to the Tenant's death, in addition to the statutory right to succeed conferred by the Housing Act 1988 (as amended).

19.4 Circumstances in which we may withhold permission for an Assignment include (but are not limited to):

- (a) any rent being in arrears
- (b) court proceedings have been initiated in seeking possession
- (c) the Property has been previously adapted to cater for somebody's disability and upon an Assignment nobody living at the Property would have a disability requiring such adaptations

19.5 Circumstances in which we may withhold permission for an Exchange include (but are not limited to):

- (a) any rent being in arrears
- (b) court proceedings have been initiated in seeking possession
- (c) the Property has been previously adapted to cater for somebody's disability and upon an Exchange nobody living at the Property would have a disability requiring such adaptations
- (d) if the Exchange would mean that your new intended home would be an unsuitable size to cater for your Household's needs
- (e) if you have offered to pay someone to Exchange the Property with you.

### **19A Assignment, Exchange & Succession (Starter Tenancies Only)**

19A.1 'Assignment' is where you transfer your Tenancy to someone else. 'Succession' is where a tenancy passes to someone else when the tenant has died. 'Exchange' is where you swap your Property with another of our tenants, or a tenant of a local authority, another housing association or certain other bodies.

19A.2 Subject to Clause 19A.4, Assignment of whole or part of the Property is permitted with our prior consent (not to be unreasonably withheld).

19A.3 Subject to Clause 19A.5, an Exchange is permitted with our prior consent (not to be unreasonably withheld).

19A.4 Succession can take place under the limited circumstances permitted by the Housing Act 1988, which includes your spouse or other individual detailed within your tenancy agreement. Your tenancy may also be succeeded to your children as detailed at clause 19.3 above. Your rights will depend on whether there has been a previous succession. You may also require the written permission of any other landlord involved.

19.4 Circumstances in which we may withhold permission for an Assignment include (but are not limited to):

- (a) any rent being in arrears
- (b) court proceedings have been initiated in seeking possession
- (c) the Property has been previously adapted to cater for somebody's disability and upon an Assignment nobody living at the Property would have a disability requiring such adaptations

19.5 Circumstances in which we may withhold permission for an Exchange include (but are not limited to):

- (a) any rent being in arrears
- (b) court proceedings have been initiated in seeking possession
- (c) the Property has been previously adapted to cater for somebody's disability and upon an Exchange nobody living at the Property would have a disability requiring such adaptations
- (d) if the Exchange would mean that your new intended home would be an unsuitable size to cater for your Household's needs
- (e) if you have offered to pay someone to Exchange the Property with you.

### **19B Assignment, Exchange & Succession (Demoted Tenancies Only)**

19B.1 'Assignment' is where you transfer your Tenancy to someone else. 'Succession' is where a tenancy passes to someone else when the tenant has died. 'Exchange' is where you swap your Property with another of our tenants, or a tenant of a local authority, another housing association or certain other bodies.

19B.2 Assignment of whole or part of the Property is not permitted .

19B.3 An Exchange is not permitted.

19B.4 Succession can take place under the limited circumstances permitted by the Housing Act 1988, which includes your spouse or other individual detailed within your tenancy agreement. Your Tenancy may also be succeeded to your children as detailed at clause 19.3 above. Your rights will depend on whether there has been a previous succession. You may also require the written permission of any other landlord involved.

## **20 Pets**

20.1 You may keep a dog if your Property is suitable and you have our written permission. If permission is given, it will be on condition that the dog is micro chipped and relevant owner details recorded and kept up to date. The dog must not cause any damage to your Home or cause nuisance, danger or harm to any other person in or around the locality. You are allowed to keep assistance dogs for either yourself or members of your Household.

20.2 Permission will not be granted for dogs covered by the Dangerous Dogs Act, such as pit bull terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro or any other especially dangerous dogs.

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

20.4 Except in a very exceptional case we would never grant permission to have more than 2 dogs and we will not give permission if we think your Home is unsuitable for your pet, or would cause a nuisance or danger to any other person. Permission to have domestic pets may be withdrawn at any time. You are not allowed to sell pets from your Property or in and around the locality.

20.5 Your Households' or visitors' pets must not be allowed to foul the inside of your Property or any Communal Areas. Under the Control of Dogs Order (1992) a dog must wear a collar and tag giving the owner's name / address at all times while in public and must be kept on a lead at all times when walking on estates. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your Household, a lodger, sub-tenant or visitor.

## **ILLEGAL AND ANTI- SOCIAL BEHAVIOUR**

In this section:

- (1) The term 'Property' includes the Communal Areas.
- (2) The 'Locality' is the general area in which the Property sits.
- (3) Where these tenancy conditions require you not to do anything, you must also not permit any of your Household or any visitor to do so.
- (4) If any joint Tenant, or member of your Household or any visitor does any act which is forbidden by these Tenancy conditions you (or in the case of joint Tenants, all of you) will be held responsible for that act as if you had yourself done that act.

## **21 Your duty not to let the Property be used for illegal activities**

21.1 You must not use your Property, or permit it to be used, for an illegal or immoral purpose or activity, which includes but is not limited to the production, use and sale of illegal substances.

21.2 You must not carry out any illegal activity in the Locality.

## **22 Your duty not to cause nuisance or harass others**

22.1 You must not put anything in the Communal Areas that is likely to cause a nuisance, annoyance or danger to anyone. This includes washing, personal belongings and household rubbish not left inside the

bins provided. We will charge you for the cost of clearing anything left by you or your Household or visitors which is likely to cause a nuisance, annoyance or danger to anyone.

22.3 You must not do anything which is, or which is intended to, or which is likely to be a nuisance or danger to other people, or which causes damage to our property or the property of our tenants and lessees, their families, lodgers or visitors. For example, you must not:

- (i) play any music or use a radio, television or other equipment in a way which is intended or is likely to annoy any other person;
- (ii) allow your dog, or a dog brought into your Property by someone living with you or visiting your Property, to bark in a way which is likely to annoy any other person or to foul the Communal Areas or the Locality;
- (iii) put up any sign, notice or advert (except a temporary notice of reasonable size about elections or community events) without our written permission;
- (iv) block any Communal Area, either by standing or sitting there or by leaving gas cylinders and other hazardous items, rubbish, prams, bicycles or other objects there;
- (v) damage any part of the Property or the Communal Areas;
- (vi) throw rubbish or anything from a window or balcony, or anywhere in the estate or Locality;
- (vii) feed pigeons or other pests;
- (viii) unreasonably rev engines or use noisy machinery or tools;
- (ix) damage, deface or write graffiti in the Communal Areas or Locality;
- (x) remove wheel clamps fitted by us or our contractors;
- (xi) interfere with security and safety equipment;
- (xii) tamper with gas or electric supplies or with the meters;
- (xiii) park illegally or contrary to any directions or notice issued by us, or in any way that may hinder the collection of refuse or emergency vehicles or without reasonable consideration for other road-users;
- (xiv) undertake any activity which produces poisonous fumes;
- (xv) leave oil or car parts on estates, or in garages or parking areas;
- (xvi) leave hypodermic needles or syringes in the Locality, or dispose of them anywhere except in a designated "sharps" bin.

22.4 You must not be violent, abusive or threatening towards any other person in the Property or the Locality or allow members of your Household or invited visitors to do so.

22.5 You must not be violent, abusive or threatening towards any officers, representatives, HfL Managing Agents or contractors or allow members of your Household or invited visitors to do this.

22.6 You must not be violent, abusive or threatening towards or discriminate against anyone who also has a right to be in the Property or Locality, because of their race, sex, sexuality, age, religious belief or disability. And you must not allow members of your Household or invited visitors to do this.

22.7 You must comply with any regulations which we impose from time to time concerning parking of vehicles and any other matters relating to the Property or estate.

22.8 You must not keep any firearm, shotgun, or air-powered weapon (for example, an air rifle) in the Property without appropriate firearms or shotgun certification required by any legislation and (whether any certification is required) not without HfL's written permission. If you are permitted to keep such an item, you must ensure that it is secure and you must comply with any legal requirements or any conditions of our permission at all times.

22.9 You must not discharge any firearm, shotgun, rifle, air weapon in the Property or in the Locality.

### **23 Risk of fire, flood and other damage**

23.1 You must not do anything which increases the risk of fire, flood or damage to your Property, or that might affect our insurance against these risks or make us responsible for damage or annoyance.

23.2 You must not keep flammable material, liquids or gases in the Property (other than may be reasonably required for domestic use) or do anything, which might cause a fire, flood or other damage to the Property.

23.3 You are not allowed to use a barbeque or patio heater on or directly underneath balconies. You may have a barbeque in your garden provided it is safe to do so and does not cause a nuisance to your neighbours.

23.4 If you live in a Property or maisonette you are not allowed to keep or use liquid petroleum gas other than that in disposable containers such as aerosols which comply with the current British Standard for disposable cylinders and which have a maximum capacity of 1 litre. The number of such cylinders must be limited to that reasonable for domestic use.

23.5 You must not store dangerous or hazardous substances in the Communal Areas or the Locality.

### **24 Parking and vehicles repairs**

24.1 You must not park any vehicles on our land unless they are roadworthy, taxed and insured, unless you can provide a valid Statutory Off Road Notice (SORN) issued by the DVLA for the period. A copy of the SORN must be visible on the vehicle and vehicles with a SORN must not be parked on our land for more than six months. After six months a vehicle with a SORN will be considered to be abandoned.

24.2 You must not abandon any vehicle on our land. Any abandoned vehicles may be removed and disposed of and we will charge you for any costs incurred by us in removing abandoned vehicles.

24.3 You must not park anywhere on our land except in areas signposted for parking and which is made available for you to use. We may require you to pay to park on our land. If there is a local parking regulation in force, you must keep to the rules of that scheme.

24.4 If we discover a vehicle parked in an area which is not signposted for parking, or parked other than in accordance with any local parking regulation or without the appropriate fee having been paid we may have it wheel clamped or towed away. You will have to pay a fine to get your vehicle back, if it has not by then been destroyed or disposed of.

24.5 You must get our written permission to park a caravan, boat, or trailer on our land or on any part of your garden or yard.

24.6 You must also get our permission to park a commercial vehicle on our land, or on any part of your garden or yard, if it is more than 16 feet (4.8 metres) long, or more than 6 foot (1.83 metres) wide, or more than 6 foot 6 inches (2 metres) high.

24.7 You must not carry out major repairs including engine changes, body part replacements and paint spraying, to any vehicle at the Property or on our land. You may carry out routine maintenance such as

the changing of tyres, plugs or oil, providing that this does not cause a hazard or nuisance or annoyance. In particular when changing oil you must not allow it to foul roadways or paths. You must not pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins. You will be responsible for the cost of repairing any damage caused to the Property or Communal Areas as a result of vehicle repairs and maintenance that you have carried out.



## **SECTION C: ENDING YOUR TENANCY**

### **25 Your Right to end your Tenancy**

25.1 If you want to end your Tenancy, unless we agree something else in writing you must give us at least four weeks written notice and this must be delivered to the HfL Managing Agent's office. The period of written notice that you give must end on a Monday.

25.2 Notice given by one joint Tenant will end the Tenancy for all joint Tenants. If you are a joint Tenant we strongly recommend that you tell all the other joint Tenant(s) if you are serving a notice.

### **26 Our power to make a possession order (Lifetime Assured Tenancies Only)**

26.1 As a Lifetime Assured Tenant you have the right to stay in your Property. We cannot evict you from the Property unless the court grants us an order for possession which will require you to leave your Home on a specific date.

26.2 Before we start court proceedings we must serve on you a 'Notice Seeking Possession'. The notice will tell you why we want to make a possession order and when we will be entitled to start court proceedings. We may only ask the court to make a possession order for one (or more) of the grounds set out in schedule 2 of the Housing Act 1988.

We will not seek possession under any of the following statutory grounds:

- Ground 1: before the beginning of your Tenancy we occupied/or required the Property to be used as a principal residential home
- Ground 2: the Property is subject to a mortgage before the beginning of the tenancy and the mortgagee is entitled to exercise a power of sale
- Ground 3: the Tenancy is for a fixed term for less than eight months and:
  - before the start of the Tenancy we provided notice that possession might be recovered or
  - with 12 months before the start of the Tenancy the Property was occupied under a right to occupy for a holiday
- Ground 4: the Tenancy is for a fixed term for less than 12 months and
  - before the start of the Tenancy we provided notice that possession might be recovered or
  - with the 12 months before the start of your Tenancy the Property was occupied under a right to occupy for the purposes of pursuing a course of study
- Ground 5: the Property is required to be occupied by a religious minister for their residence
- Ground 8: the rent remains unpaid at least 8 weeks following when the rent fell due
- Ground 11: if any rent is in arrears on the date the proceedings have begun and you have persistently delayed paying rent

If required, we may ask the court to make a possession order on the following statutory grounds:

- Ground 6: we are planning soon to demolish or rebuild your Property or to carry out work which we cannot do unless the Property is empty;
- Ground 7: the Tenancy has passed to you under a will or intestacy following the death of the former Tenant and our proceedings for the recovery of possession are started no later than 12 months after the death of the former Tenant or, if the court directs, after the date we became aware of the former Tenant's death. To confirm, if we accept rent from you following the death of the former Tenant this will not be regarded as creating a new Tenancy, unless we agree in writing to a change of any term within the tenancy agreement

- Ground 7A: you or a person residing or visiting has been convicted of a serious offence which was committed in or nearby the Property or committed against a person who resides in housing accommodation nearby or against us or a person employed by us in connection with managing the Property
- Ground 7B: you are disqualified as a result of your immigration status from occupying the Property under the tenancy agreement
- Ground 9: suitable alternative accommodation will be available following an order for possession
- Ground 10: rent is unpaid on the date proceedings for possession have begun and, except where the court considers it just and equitable to remove the need to serve a notice of proceedings, the rent was also in arrears at the date the notice was served
- Ground 12: you have broken any of the other Tenancy conditions
- Ground 13: the condition of the Property, or any of the Communal Areas, has worsened because of any actions, neglect or fault of you or anyone living with you
- Ground 14: you, a member of your Household or a visitor to your Home has caused a nuisance, or annoyed anyone or been convicted of using the Property for an illegal purpose or an offence committed in the Locality
- Ground 14ZA: you or an adult residing with you has been convicted of an indictable offence which took place during a riot in the United Kingdom
- Ground 14A: your partner has left Home because of your violence or threats of violence against them, or against a member of their family residing with them, and they are unlikely to return;
- Ground 15: the condition of furniture provided for the use under your Tenancy has deteriorated due to ill-treatment by you or any other person residing with you
- Ground 16: your Tenancy was granted in connection with your work and your employment comes to an end
- Ground 17: you or anyone acting together with you or for you has lied to help you get a Tenancy

26.3 In some cases we are required to offer you 'Suitable Alternative Accommodation' before we obtain a court order.

## **27 Our power to end your Tenancy (Starter Tenancies and Demoted Tenancies)**

27.1 If, during a Starter Tenancy or Demoted Tenancy, you break any of the Tenancy conditions, or if we have some other good reason, we may take action to end your Tenancy. We must serve a notice upon you called a 'Notice Requiring Possession' served in accordance with section 21 Housing Act 1988 and giving two months' notice of our intention to seek possession.

27.2 The Notice of Proceedings for Possession which we send to you must explain why we want to evict you, your right to request a review of our decision within 14 days of the notice being served upon you, and where you can get legal help and advice about it.

27.3 If you do not seek a review or the decision to terminate your Tenancy is upheld by the reviewing officer, we can then seek an order from the court and the court must make an order ending the Tenancy.

## **28 Where your Tenancy has ceased to be an Assured Tenancy**

28.1 If the Tenancy has ceased to be an Assured Tenancy (Lifetime Assured Tenancy, Starter Tenancy or Demoted Tenancy) we can bring the Tenancy to an end by giving at least 4 weeks' written notice ending on a Monday.

28.2 Your obligations in this agreement continue to apply until your Tenancy is brought to an end even if you leave the Property. The following rights do not apply to Tenancies that are no longer Assured Tenancies:

- (1) The right to sublet part of your Property with permission, or to take in a lodger;
- (2) The right to assign your Tenancy;
- (3) The right to exchange your Property;
- (4) Although our obligations to repair your Property continue, the Right to Repair Scheme (which permits tenants in some circumstances to nominate another contractor) do not apply.

## **29 Your responsibility when your Tenancy ends**

29.1 You will continue to be charged rent until you or we validly end your Tenancy. At the end of the Tenancy you will continue to be liable for any arrears that have not been cleared.

29.2 When your Tenancy ends you must give us back possession of your Property by leaving it vacant and returning the keys to the HfL Managing Agent's office.

29.3 When you leave your Property you must clear out all your belongings and any rubbish and leave the Property and its Fixtures and Fittings in as good a state as they were at the beginning of your Tenancy (allowing for fair wear and tear and any failure by us to do repairs).

29.4 We will inspect the Property at the end of your Tenancy. We will charge you for any repairs, cleaning, rubbish removal which we consider are your responsibility and for any damage caused before you have left the Property vacant and returned the keys to us. We may also charge you a sum equivalent to the lost rent while we carry out repairs if the condition of the Property prevents us from re-letting it because you did not carry out your responsibilities before returning the Property to us.

29.5 If you do not return all your keys when you leave the Property we will charge you the cost of replacing any locks, and the rent for the period until we have changed the locks.

29.6 If you are transferring to another one of our properties and fail to pay all outstanding charges we may withdraw your offer of a transfer to an alternative home.

## **30 'Use and Occupation Charges' and other sums owed to us.**

30.1 If you enter or remain in a Property after a Tenancy has ended, or before a Tenancy has been granted to you, we are entitled to damages for your 'use and occupation' of the Property. We may send you statements which show the damages that we are demanding for your 'use and occupation', which are sometimes known as 'Use and Occupation Charges'. These are not the same as rent.

30.2 We will use any sums that you pay to us in the following order (unless we agree otherwise in writing):

- (1) Any rent or other charges shown on your rent account, starting with the oldest first; then
- (2) Any Use and Occupation Charges to which we are entitled, starting with the oldest first; then
- (3) any other amount that you owe us, for example the cost of any repairs, decorating, or cleaning which were your responsibility but which you did not carry out before returning the Property to us.

## **31 After your Tenancy has ended.**

31.1 If your Tenancy is brought to an end, and even if we agree to let you remain in the Property after it has ended, you will no longer be a Tenant from that point.

## **32. New Tenancies**

32.1 Before a tenancy agreement has been entered into and a tenancy has started, or after your Tenancy has come to an end:

- (1) If we refer to you in any document as a 'tenant' this does not mean that we are granting you (or anyone else) a new Tenancy or licence.
- (2) If we refer to any obligation on you to pay 'rent', we are referring to your obligation to compensate us for your Use and Occupation Charges of the property. We will seek to recover from you an amount equivalent to the rent set by HfL for that property for this time.

**SECTION D: CHECKLIST OF DOS AND DON'TS**

**This is not a complete list of what you should and should not do. However, you must sign to commit yourself to this checklist. It forms part of your conditions of Tenancy. If you do not sign it we will withdraw your offer of accommodation.**

I agree to do the following:

TO PAY all my rent on time in advance.

NOT to harass, or let my family or friends harass anyone.

NOT to commit or permit any criminal act at or near the Property.

NOT to damage the Property and to return it to HfL in a good state when I leave.

Where I have a garden, TO KEEP it tidy.

TO DISPOSE of my rubbish in the appropriate bins provided.

TO BE RESPONSIBLE for the good behaviour of my family, friends and visitors in my Home, on the estate and local areas.

TO ENSURE that any pets HfL has given me permission to have are kept in order and do not make a mess, bark or any other way cause a nuisance, or damage my Home or other homes in the vicinity or any part of the estate I live on.

TO ABIDE BY the parking scheme on my estate and ensure that any vehicle used by me or my household is taxed and insured, unless I produce a valid DVLA acknowledgement of a Statutory Off Road Notice (SORN), for the period which will not exceed 6 months.

I understand and agree to the conditions listed above and that if I break this agreement HfL has the right to take action to evict me from my Home.

Signed:

Print name:

Address:

Date:

Witnessed by: