

Chapter 23: Tenancy agreement and explanation



The text of the following tenancy agreement is a plain-English translation to make it clearer and easier to understand. Please see your actual tenancy agreement for more detail.

Tenancy agreement – secure tenancies

This is a tenancy agreement between you (the tenant) and us (the London Borough of Haringey), for the property described on pages 1 and 2.

You have a secure tenancy under the Housing Act 1985.

You and we have certain rights and responsibilities which are set out below. If you are a joint tenant, the term tenant refers to each tenant, or both or all of you.

What you must do as a secure tenant

Using the property

- 1 You must use the property as your only or main home.
- 2 You must not sublet or give up the whole of the property to anyone.
- 3 You must not sublet part of your home without our permission in writing.
- 4 You must let us know if you will be away from home for more than a month.
- 5 You, or anyone staying in or visiting your home, must not keep belongings (including bicycles or mopeds) in any shared areas, such as landings, corridors, entrance halls and stairs. You, or anyone staying in or visiting your home, must not block any shared areas, including access routes.
- 6 You, or anyone staying in or visiting your home, must not run a business or carry out a trade without our permission in writing. The property includes the garden, outside space and garage, if any are included in your tenancy.
- 7 You, or anyone staying in or visiting your home, must not use the property or let it be used for any immoral or illegal purpose. This includes selling, growing or storing drugs, keeping illegal or

unlicensed firearms or weapons, prostitution or handling stolen goods.

- 8 You, or anyone staying in or visiting your home, must not keep any bottled gas or petrol in your home or in shared areas. You, or anyone staying in or visiting your home, must not keep any paraffin or other inflammable or dangerous material in your home or in shared areas, except those that are reasonably needed for normal domestic use.
- 9 You, or anyone staying in or visiting your home, must put rubbish in the chutes or bins provided.
- 10 If we have given you recycling bins, you or anyone staying in or visiting your home must use them appropriately.
- 11 You, or anyone staying in or visiting your home, must get rid of bulky items (too large to fit in bins) by putting them in the areas set aside for storing them (if there are any) or by making arrangements for them to be collected.
- 12 You, or anyone staying in or visiting your home, must use any shared areas and facilities in a reasonable way. You, or anyone staying in or visiting your home, must not leave litter or rubbish in any part of the shared areas or on any part of the estate, if your home is on an estate.
- 13 You, or anyone staying in or visiting your home, must not block drains, pipes or gutters in your home or in the building where you live.
- 14 You must meet the reasonable requests of our employees or agents relating to using your home and our property. You must not obstruct, abuse, threaten or assault them while they are carrying out their duties.
- 15 You must allow our officers or agents to take a photograph of you and to keep your photograph on our records as part of our tenant audit system, designed to prevent and detect fraud. We will not pass on this photograph to anyone, except under data-protection law. For more information, see chapter 22 of this booklet.
- 16 You are responsible for every person staying in or visiting your home. If someone is causing this agreement to be broken, you must contact us and you must take reasonable steps to stop him

or her. In some cases, reasonable steps may include asking that person to leave your home or getting a court order against him or her. If you do not do this, we can take legal action against you.

Rent

- 17 Your rent and other charges, such as water charges, are shown at the beginning of your tenancy agreement. You must pay the rent and other charges on or before each Monday, unless you have our permission in writing to do otherwise.
- 18 Each joint tenant is responsible for all of the rent and any missed rent payments.
- 19 You could lose your home if you do not pay your rent and other charges. You must contact us if you have difficulty paying your rent. There are details of where to contact us on pages 28 of this booklet.
- 20 You must pay any debts or other charges relating to a previous tenancy if they are described in this agreement.
- 21 If you have to pay a debt from a previous tenancy under this agreement, we will not treat it as rent but you must allow us to recover those payments when you pay your rent.

Violence and abuse

- 22 You, or anyone staying in or visiting your home, must not assault, abuse or threaten any person in or visiting your home or the area around your home.
- 23 You, or anyone staying in or visiting your home, must not use or threaten domestic violence. This includes physical, sexual or psychological violence against or abuse of the tenant or any member of the tenant's household. This behaviour may result in us taking action to evict you from your home. We can take this action even if you are not convicted.
- 24 You, or anyone staying in or visiting your home, must not assault, threaten or abuse any council staff or agents, or anyone working on our behalf.

Antisocial behaviour

25 If you, or anyone staying with you or visiting you, breaks the conditions of this agreement, we may decide to ask the court to evict you. We may take other action to deal with harassment, nuisance, annoyance and other types of antisocial behaviour. This may include applying to evict you or your family members or visitors from your home (you can find details in chapter 7 of this booklet).

Nuisance

- 26 You are responsible for the behaviour of people staying in or visiting your home.
- 27 You must not hold or allow a pay party to be held at your home. You must not advertise or allow a pay party to be advertised at your home. (A pay party is any event at your home which charges an entrance fee.)
- 28 You, or anyone staying in or visiting your home, must not do anything which causes or is likely to cause a nuisance or annoyance to anyone staying in or visiting the area around your home.
- 29 Examples of behaviour which is likely to cause nuisance and annoyance are:
- banging doors, shouting and playing loud music;
 - allowing family members to behave in an unruly way;
 - putting graffiti on our property;
 - using the property for illegal or immoral purposes, including prostitution and using and supplying any illegal substance; and
 - putting out food for squirrels and pigeons.

This is not a complete list. Please contact us if you are not sure about what behaviour causes nuisance and annoyance (there are contact details on pages 69 of this booklet).

Harassment

- 30 You are responsible for the behaviour of people staying in or visiting your home.
- 31 You, or anyone staying in or visiting your home, must not harass

any other person because of their race, sex, sexuality, religious belief or disability, or for any other reason. Harassment means interfering with the peace or comfort of any person.

- 32 Examples of harassment include:
- threats or acts of violence to other people;
 - aggressive gestures;
 - verbal abuse, such as name-calling; and
 - making false complaints.

This is not a complete list. Please contact us if you are not sure about what behaviour causes nuisance and annoyance (there are contact details in chapter 7 of this booklet).

Getting our permission

- 33 You must get our permission in writing in the following circumstances.
- 33a If you want to use your home for trade or business, or for any purpose other than a private home. This includes the garden and garage if you have them. We will refuse permission if the trade or business is likely to cause nuisance or annoyance to other people.
- 33b Before making alterations or improvements to the property or outside areas. This includes:
- removing any fixtures or fittings belonging to us (this includes kitchen or bathroom fittings);
 - structural alterations such as removing walls or partitioning;
 - installing burglar-proofing equipment, such as steel doors, grill doors or window bars;
 - installing any permanent wall finishings, such as coverings that are glued or nailed to the walls (for example, ceramic wall tiles);
 - installing any permanent floor finishings, such as coverings that are glued or nailed to the floor (for example, laminated or wood flooring and ceramic floor tiles); and
 - putting up any structure on the areas outside your property, such as putting up sheds or fences or putting up a satellite dish.
- 33c Before laying a hard floor such as wood, laminate or ceramic

tiles, or exposing bare floorboards in the property, you must lay a high-quality acoustic underlay (soundproofing) of a grade we have approved.

- 33d If you want to keep a large item, such as a boat, in the garden.
- 33e If you want to exchange your tenancy.
- 33f Before subletting any part of the property.
- 34 We will not refuse permission unless there is a good reason. We may give permission under certain conditions. If you do not keep to the conditions, we will withdraw the permission.
- 35 You may also need planning and building regulation approval before you carry out improvements or alterations to your home. You will need to apply for this separately.

The condition of the property

- 36 You are responsible for day-to-day repairs, such as replacing bath plugs and light bulbs.
- 37 You are responsible for certain repairs inside your home, such as repairing inside doors, fixtures and fittings such as floor coverings (including tiling), kitchen cupboards, drawers, work surfaces, and curtain tracks and rails. This is not a complete list. See the repairs handbook for more information.
- 38 You are responsible for repairing your own fittings, fixtures and equipment.
- 39 You must keep the property and the area outside your own front door clean and tidy.
- 40 You are responsible for decorating inside the property.
- 41 If you do not carry out the repairs you are responsible for after we have asked you to, we may do the repairs and charge you.
- 42 You, or any person staying in or visiting your home, must not cause any damage to the property or any shared areas. This includes damage caused by neglect. It does not include damage caused by fair wear and tear.
- 43 You, or any person staying in or visiting your home, must not cause any damage to the fittings, fixtures, furniture and equipment which belong to us. This includes damage caused by neglect. It does not include damage caused by fair wear and tear.

- 44 If you, or anyone staying in or visiting your home, have caused damage to the property deliberately or by neglect, you must allow us to carry out work to put matters right and you must pay for it.
- 45 If there are any faults or damage (that we are responsible for repairing) in the property, you must report it to us as soon as is reasonably possible. We may charge you for any damage caused by you failing, without good reason, to report faults or damage.
- 46 You, or any person staying in or visiting your home, must not make any alterations or improvements to the property without our permission in writing.
- 47 If you carry out alterations or improvements to the property or outside areas without our permission in writing, we may carry out work to put it right and charge you for it.
- 48 You, or any person staying in or visiting your home, must not tamper with the gas or electricity supplies, or with the meters.
- 49 If you are over 60 or have a disability, you are entitled to certain repairs. We also aim to redecorate up to three rooms in your home every six years. See the repairs handbook for more information.

Access

- 50 You must allow council workers, or people we have sent to your home, into your home to inspect or carry out repairs, maintenance (including compulsory gas maintenance), improvements, or other work. These workers or agents will carry identification.
- 51 You must allow council workers, or people we have sent, into your home to inspect it or carry out work in any property next to or near your home.
- 52 We will give you reasonable notice that we need to get into your home. Normally, this will be at least 24 hours' notice in writing, unless we need access in response to a request from you (in which case, it may be less). In an emergency, we may not be able to give you notice.

- 53 If you have had at least 24 hours' notice in writing that we need access but you have failed to let us in, we may force entry. We will normally ask the court for an order before forcing entry. We will only force entry without a court order and without giving you notice in an emergency, for example, if we believe there is a risk of injury or damage to the property or areas around the property, or immediate danger. You must pay the reasonable costs of forced entry, including the reasonable costs of court proceedings if they are necessary.
- 54 You, or anyone staying in or visiting your home, must meet any reasonable request made by a council worker or someone we have sent relating to the property. For example, you may have to move furniture or floor coverings.
- 55 You, or anyone staying in or visiting your home, must not make it difficult for a council worker or someone we have sent to inspect your property or do work at your property, and you must not threaten, assault or abuse him or her.

Gardens and outside spaces

- 56 If a garden or other outside space is included in the property under this agreement, you are responsible for maintaining it. You must keep the grass short and weed any beds. You must keep any outside space free from rubbish, clean and tidy.
- 57 You must not put up any building, fence, wall or shed, or build any concrete path or hardstanding in the garden or on any outside space without our permission in writing.
- 58 You, and any person staying in or visiting your home, must not drop litter in or damage any shared gardens or other spaces. You must not damage any shared lawns or plants.

Shared areas

- 59 You, or any person staying in or visiting your home, must not cause any damage to any shared areas.
- 60 You, or any person staying in or visiting your home, must not do anything which might cause nuisance or annoyance in the shared areas. This includes leaving litter or making the shared areas dirty or untidy.

- 61 You, or any person staying in or visiting your home, must follow any rules and regulations we or our agents have set to help us manage the shared areas or the estate (if your home is on an estate).

Parking and garages

- 62 You, or anyone staying in or visiting your home, must only park any car, caravan or any other vehicle:
- in a garage;
 - in a space we have provided for you to park; or
 - on a hardstanding which you have permission to park on.
- 63 You, or anyone staying in or visiting your home, must not park any vehicle in a position where it could block emergency access or exit points or access to other parking spaces or garages, or which could cause inconvenience.
- 64 You must get our permission in writing before you, or anyone staying in or visiting your home, park any heavy-goods vehicle or any caravan or motor home on the property or on any hardstanding, shared space or council land.
- 65 You must not park any untaxed vehicle on our land. If you have a Statutory Off Road Notification (SORN) for a vehicle, you must get our permission in writing before you park it on our land. We will only grant permission in exceptional circumstances.
- 66 You must not park an unroadworthy or illegal vehicle (such as a stolen vehicle) on the land or roads around your home. For more information, see chapter 11.
- 67 You must remove any unroadworthy vehicle belonging to you, or anyone staying in or visiting your home, from shared access roads or other shared areas or the estate (if you live on an estate). We will remove abandoned vehicles.
- 68 If you have a car parking scheme on your estate, you must follow its rules. For more information, see chapter 11 of this booklet.
- 69 You, or anyone staying in or visiting your home, must not carry out major repairs to vehicles on the land around your home or on the road without our permission in writing.

Pets

- 70 If you, or anyone staying in or visiting your home, have a pet, you or anyone staying in or visiting your home must keep it under control and not allow it to cause nuisance or annoyance to anyone in the area around your home, or damage the property or shared areas. For example, if your pet fouls the shared areas, roads or other areas around your home, you must remove any mess and get rid of it appropriately. If your pet fouls the shared areas, you must clean the affected area.
- 71 If the pet is a dog, you or anyone staying in or visiting your home must:
- a meet with the conditions of the Dangerous Dogs Act 1991;
 - b keep the dog on a lead in the shared areas and while on any part of the estate (if your home is on an estate), including the roads; and
 - c not allow the dog to enter any areas of a council housing estate which are fenced play areas or are marked as dog-free areas.
- 72 If your flat or maisonette does not have its own garden for you to use (this does not include shared gardens), you must not keep more than one dog or cat (not both). You may keep an extra dog or cat which you owned at 1 April 1996 if you were a council tenant at that time.

Your rights

- 73 You have the right to live in your home. We will not interfere with your peaceful enjoyment of your home unless you break this agreement or unless we get an order from the court.
- 74 You, and anyone staying in or visiting your home, may have to put up with some disturbance in your home or in shared areas if we or someone we have sent has to carry out work to your home while you are still living there. We will only cause reasonable disturbance. You, and anyone staying with you, may have to leave your home if we need to do major work which we cannot reasonably do while you are in the property (see chapter 15 of this booklet for more information).
- 75 If we are responsible for repairs, you have the right to have the

repairs done within a reasonable period of time. You might be able to get compensation if we do not do some repairs on time. See the repairs handbook for details.

- 76 You have the right to carry out certain home improvements of your own if you have our permission in writing before starting work. See the repairs handbook for more information.
- 77 You have the right to take in lodgers. A lodger is a person who lives with you as part of your household and shares the same facilities (see chapter 13 of this booklet for more information).
- 78 You have the right to sublet part (but not all) of your home if you have our permission in writing beforehand.
- 79 You have the right to apply to exchange with another council tenant or a tenant of certain other landlords (such as some housing associations). You need our permission in writing before you exchange. We will only allow the exchange if you meet certain conditions (see chapter 13 of this booklet for more information).
- 80 You have the right to use our complaints procedures or those of our agents if you have any complaint which falls under those procedures (see chapter 20 of this booklet for more information).
- 81 You have the right to transfer your tenancy to someone else, but only if the conditions set out in chapter 13 of this booklet apply.
- 82 You have the right to be consulted about any planned changes to this agreement, other than changes to rent or other charges.
- 83 You have the right to receive a copy of the Tenants' Charter and repairs handbook.

Ending your tenancy

- 84 If you want to end your tenancy, you must give us four weeks' notice in writing. The notice that you give must end on a Monday.
- 85 You must leave our fixtures and fittings in the same condition as they were in at the beginning of the tenancy, except for:
 - a fair wear and tear;
 - b any alterations or improvements we have made; and
 - c any alterations or improvements you have made, if you had our permission in writing.
- 86 If, when you leave, the property is damaged, you have carried

out unauthorised alterations or improvements, or our fixtures and fittings are missing or damaged, you must pay our reasonable repair or replacement costs.

- 87 Before you leave, you must clear out all your furniture and belongings, and leave the property clean and tidy. You must not allow anyone to stay in the property at the end of your tenancy. If you leave any belongings in the property, we will treat them as being abandoned and get rid of them as we see fit.
- 88 You must give us all the keys, including those for any store shed, controlled-entry system or garage. If you do not give us the keys, you must pay our reasonable costs of changing the locks and getting new keys.
- 89 If you do not leave your property clean, you must pay our reasonable costs of cleaning it.
- 90 When you leave, you must give us your new address. We will keep information in line with data-protection law (see chapter 22 of this booklet for more information).

Our responsibilities

Repairs and improvements

- 91 We must maintain the structure and outside of the property (including drains, gutters and outside pipes).
- 92 We must maintain our installations for space heating, water heating, drainage and sanitation, and for supplying water, gas and electricity.
- 93 We are responsible for decorating the outside of the property and shared areas inside the property every five years.
- 94 We must maintain shared entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and other shared areas. We must keep these areas reasonably clean.
- 95 We are not responsible for:
 - a repairing fixtures and fittings that do not belong to us or for repairing your own appliances that use the water, gas or electricity supplies; or
 - b work which is caused by you, or anyone staying in or visiting your home, failing to act responsibly in your home.

Consultation and information

- 96 We must ask for your views about our housing plans if they will affect you, for example, modernisation or improvement work planned for your home or your area.
- 97 We must consult you about any planned changes to the tenancy agreement, except for any changes to the rent or service charge.
- 98 We must give you four weeks' notice in writing of any changes to this tenancy agreement.
- 99 We must give you four weeks' notice in writing of any changes to your rent. We must give you one week's notice of any changes to service charges.

Notices

- 100 If you need to contact us, see pages xx for details.
- 101 If you need to send a notice or any court documents to us, you may send it to:
 The Head of Housing
 London Borough of Haringey
 Apex House
 820 Seven Sisters Road
 London N15 5PQ.
 We must give you this address under section 48 of the Landlord and Tenant Act 1987.
- 102 We may send you any formal notice under this tenancy or under any law by delivering it to the property or by sending it to you by first-class post, addressed to you at the property.

Ending this agreement

- 103 This agreement will come to an end if the court makes an order for you to give up your home. We may ask the court for an order to evict you if there are legal reasons for an eviction. For example, we may ask the court for an order to evict you if:
- a you do not pay your rent, or persistently pay it late, or you break any part of this agreement;
 - b you, or anyone staying in or visiting your home, do anything which causes or is likely to cause a nuisance or annoyance to anyone staying in or visiting the area around your home;

- c you, or anyone staying in or visiting your home, use it for illegal or immoral purposes; or
- d you, or anyone staying in or visiting your home, are convicted of an arrestable offence in the area.

This is not a complete list, and there may be other reasons for making an order for repossession.

104 If you are no longer a secure tenant, for example, because the property is no longer your only or main home, or because you have sublet all of the property, we may end this agreement by giving you four weeks' notice in writing.

