

# Conditions of Tenancy

These are your new conditions of tenancy, effective from 1 April 2014.

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# Introduction

Whether or not a particular condition specifically says so, you are responsible for your behaviour and for that of persons living with you, residing in or visiting the property: accordingly, the obligations imposed on you by this agreement apply to you and persons living in or visiting the property.

## Tenancy

### Your tenancy

1a) You shall have quiet enjoyment of the property without any interruption by the Council except as permitted under this agreement or otherwise under the law.

(‘Quiet enjoyment’ – see **Definitions**).

1b) Provided that you occupy the property as your only or principal home, you will be a secure or introductory tenant. If there are joint tenants the tenancy is a secure, or an introductory, tenancy so long as at least one of the tenants occupies the property as their only or principal home.

1c) The question of whether a tenancy is secure or introductory is determined under the Housing Act 1985 and the Housing Act 1996.

### Ending your tenancy

2a) We can only end the tenancy and take back the property in line with the law and we reserve the right to take appropriate action in respect of any breach of the tenancy. (There are more details about this in the **Grounds for possession chapter** in this handbook).

2b) Any notice served by us on you shall be taken as served if left at the property or sent to the property by ordinary prepaid post.

### When you end the tenancy

3a) You may end the tenancy by giving us at least four weeks’ written notice to quit ending on a Monday. Written notice must be given to a designated office or customer contact point.

3b) At the end of the tenancy you must make sure you and everyone living with you moves out and that we are given vacant possession. You must leave the property ready for occupation with all fixtures and fittings clean and tidy and in as good a state as they were at the beginning of the tenancy, as charges may apply. Fair wear and tear and any damage resulting from our failure to carry out our obligations are excepted. (‘Fair wear and tear’ – see **Definitions**).

### If one joint tenant leaves

4) A joint tenant may end the tenancy by giving us four weeks’ written notice to quit in accordance with clause 3a, above.

# Rent

## **Your rent and charges**

5a) You must pay the rent and other charges on a Monday and weekly in advance or by other arrangements we have agreed with you in writing.

5b) If you fall into arrears of rent and/or other charges we may go to court and ask for a possession order which could ultimately lead to your eviction. We also reserve the right to take alternative legal action if we consider it appropriate.

## **Changes to rent and charges**

6a) We can change the amount of rent or other charges for the property without your agreement.

6b) If we change the rent or other charges we will serve you with a written notice of variation stating the new amounts and the date the change is to take effect, which shall not be less than four weeks from service of the notice.

6c) If before the date specified in the notice of variation, you give us notice to quit, the change will not take effect unless, with our written agreement, you withdraw your notice to quit before the date so specified.

6d) You must leave the property and give vacant possession to us on the day your notice to quit ends. If you do not we shall be entitled to recover charges for your use and occupation equal to the varied rent and other charges from the date it takes effect until we obtain possession of the property.

6e) We undertake to consult with the Tenant Council before seeking to change your rent and other charges, except for water charges which are set by the water provider.

# Changing this agreement

## **Notice of proposed changes**

7a) If we plan to make changes to the conditions of tenancy, other than to rent or other charges, we shall give you notice in writing and give you at least 28 days to comment. This is known as a 'preliminary notice.'

## **Considering your comments**

7b) We must consider any comments you have made in reply to the 'preliminary notice'.

7c) We shall also consult on such proposed changes with the Tenant Council and shall consider any comments made.

## **Notice of changes**

7d) After completing this process we will give you at least four weeks' notice in writing of the changes to be made, and the date the changes will take effect. This is known as a 'notice of variation.'

# Your rights

## **Lodgers**

8a) Secure tenants may take in lodgers, paying or non paying, provided it does not cause overcrowding in contravention of the law. If you do take in lodgers you must inform us within a reasonable time. (There are details about this in the **Your tenancy** chapter of this handbook). ('Overcrowding' and 'Lodger' – see **Definitions**).

## **Subletting**

8b) You must not sublet or part with possession of the **WHOLE** of the property.

8c) If you are a secure tenant you may **SUBLET** or part with possession of **PART** of the property but must first obtain our written agreement, which is not to be unreasonably withheld.

## **Assignment**

8d) You may assign (hand over) your tenancy in line with the relevant law. (There are details about this in the **Your tenancy** chapter of this handbook).

## **Succession**

9) On the death of a tenant the tenancy will only be passed on to another person in line with the relevant law. (There are details about this in the **Your tenancy** chapter of this handbook).

# Being responsible

## **Nuisance**

10a) You must not feed any pigeons on the estate or in the locality of the property. ('Estate' – see **Definitions**).

## **Antisocial behaviour**

10b) You and persons residing in or visiting the property must act in a reasonable manner and must not do anything which causes nuisance, annoyance, distress, or alarm to other persons residing, visiting or otherwise engaging in a lawful activity in the locality, or cause damage to their property or possessions.

10c) You and persons residing in or visiting the property must act in a reasonable manner and must not threaten, abuse, assault or otherwise interfere with or obstruct our officers, agents or contractors in the lawful execution of their duties in relation to the tenancy or otherwise as a consequence of their employment with us, whether in working hours or outside working hours and whether or not at, or in the locality of, the property. You and persons residing in or visiting the property must not do anything to cause damage to our property whether or not at, or in the locality of, the property.

### **Discrimination**

10d) You must not discriminate, intimidate, harass or abuse anyone because of their age; race; sex; disability; religion and belief; marriage and civil partnership; pregnancy and maternity; sexual orientation, or gender reassignment.

### **Repairing vehicles**

10e) You must not carry out motor vehicle repairs in or near the property or garage which cause nuisance, annoyance or offence to anyone.

### **Noise**

10f) You must keep noise, however caused, at a level which does not disturb other people.

### **Parties**

10g) You must not cause or allow a 'pay party' to be held at the property. ('Pay party' – see **Definitions**).

10h) You must not cause, allow or do anything that would result in any party at the property being advertised, promoted or otherwise communicated to persons who are not family or friends of, known to and identified by, you, whether through the press, social media or by any other means.

## **Security**

### **Communal areas**

11a) You must not use the communal areas of the block or estate for anything other than access, rest and quiet recreation (unless otherwise designated).

### **Closed circuit television (CCTV)**

11b) If there is a door entry system, CCTV and/or other means of ensuring block security, you must not break the shared security by allowing strangers access to the block. ('Block' – see **Definitions**).

### **Restricted areas**

11c) You must not enter any restricted areas including, but not limited to, lift rooms, water tank rooms, roofs and roof spaces.

# Animals

## **Dangerous animals**

12a) You must not keep or allow in the property or within its boundary any animal which we determine to be dangerous, injurious to health, a nuisance or otherwise unsuitable. ('Animal' and 'Unsuitable' – see **Definitions**).

## **Nuisance from animals**

12b) You are responsible for the behaviour of your animal and any animal you have allowed in the property or within its boundary at all times and you must not cause or allow the animal to cause nuisance or annoyance by excessive barking, or other noise, or aggressive or other behaviour.

## **Proper care and control**

12c) You must make sure your animal's faeces are properly disposed of and that any animal kept by you is microchipped where the law indicates this is required.

# Health and safety

## **Fire**

13a) You must not cause or allow fire exits, or routes, from the property or in any communal area, to be blocked or obstructed, or otherwise to act so as to create a health and safety risk.

13b) You must make sure that any fire check doors internal to the dwelling fit securely and are in working order and report any faults to us.

13c) You must not fit any security grilles, metal bars or covers to any doors or windows without our permission.

13d) You must not use barbecues on balconies or in any other part of the property or premises which is unsuitable for their use.

13e) We will undertake our statutory and contractual responsibilities, including fire risk assessments to make sure the health and safety of our tenants is not put at risk.

# Waste

## **Recycling and rubbish**

14a) It is your responsibility to make sure that rubbish and unwanted items are properly disposed of and any rubbish or recycling must be placed in the designated area on the agreed day of collection in line with our instructions.

14b) You must keep all garden space, balconies, window boxes and yards of the dwelling neat and tidy and free from rubbish, vermin and other nuisances.

## Domestic violence

15) You must not behave in a controlling, coercive, threatening or abusive way to, or use or threaten to use violence against, any other person allowed to live in the property that may or does prevent them continuing to live peaceably in the property. ('Controlling and coercive behaviour' – see **Definitions**).

## Parking

16) You may only park a vehicle in a designated area and this must be in line with any parking scheme in place and the Council has the right to take action, including moving vehicles and issuing penalties and charges in accordance with these schemes. ('Vehicle' – see **Definitions**).

## Occupying your home

### **Annual tenancy check**

17a) You will permit us, as your landlord, to carry out an annual tenancy check.

17b) You must satisfy us on an annual basis that you are occupying the property as your only or principal home.

17c) You must provide during the annual tenancy check, or within seven days of our written request, material required by us for the purpose of verifying that you are occupying the property and that it is your only or principal home.

### **Being absent in excess of 42 days**

17d) You must not be absent from the property for a continuous period of more than 42 days without first telling us in writing. Written notice must be given to a designated office or customer contact point.

### **Use of the property**

17e) You must not use or allow the property to be used other than as your own private dwelling.

17f) You must not cause or allow the storage or use in the property including the communal areas, private balcony, store or a garage, which is an integral part of the property, any liquid petroleum and paraffin (e.g. Calor gas) containers or cylinders, or dangerous chemicals, gases or materials or any other inflammable materials or gases.

# Access

## **Access by us**

18a) You must allow access to the property to allow our officers, contractors or agents to carry out any inspection, safety check, treatment, repairs, major works or improvements that we are required, or entitled, to carry out to the property (including fixtures and fittings), or to the building or estate in which the property is situated, or any other adjoining land in the Council's control.

## **Notice of access**

18b) We will give you 24 hours' notice that entry is required to the property unless immediate entry is necessary in an emergency. If you repeatedly fail to provide access, whether by refusing or otherwise, we may ask the courts for an order that allows us, our contractors or agents, to force entry to the property.

## **Emergencies and forced entry**

18c) If immediate entry is necessary we may need to enter the property without notice or consent. We will not do this unless there is an emergency and we need to take urgent action relating to the property, proportionate to the circumstances.

18d) Where forced entry is necessary you will be liable for the costs, including making the property secure, unless you had good reason to fail to provide access.

# Taking care of the property

19a) You must use the property (including its fixtures and fittings) carefully, and take reasonable care of it.

19b) You are responsible for decorating the interior of the property.

19c) You will be required to repay us the cost of any repair or replacement to the property, block or estate resulting from your negligence or failure to comply with condition 14a or 19a.

# Cleaning

20) We shall take reasonable steps to keep the estate and common parts clean and tidy.

# Repairs

21) We will normally carry out our repairs within the timescales laid down in the **Looking after your home and estate** chapter of this handbook. This may not be the case if a major works project, which includes the identified repairs, is due to start within a reasonable period, and any delay will not have an adverse impact on your Right to Repair, our legal obligations, or any health and safety issue.

# Maintenance

22a) We shall keep in repair the structure and exterior of the property and common parts and communal facilities to block and estate. This will include: drains; gutters and external pipes; service roads; designated play areas; entrances; entrance halls; staircases; roofs, and fire fighting equipment. Subject to reasonable expenditure and consultation this may also apply to the following, if they affect your enjoyment of the property, or common parts: lifts; communal TV aerials; entry phones; communal lighting; refuse collection facilities; communal heating, and ventilation services.

22b) We shall renew, repair or keep in proper working order all of our installations, whether inside or outside the property, that directly or indirectly supply water, gas and electricity to, and for, sanitation to your home (including basins, sinks, baths and other sanitary items) and for heating the water supply and property.

# Major works

23) We have the right to carry out works of repair, replacement, renewal or improvement which we are not required to perform by conditions 22a and b but which we decide to carry out to improve the property or the building or estate in which it is situated or which are works to be carried out to a number of properties as part of a planned programme of works.

# Compensation

24) You should tell us at the designated customer contact point of any problems with the state of repair of the property and common parts as soon as it is possible. If we fail to carry out our repairing responsibilities you will be entitled to fair and reasonable compensation, which may be deducted from any debt outstanding to us.

# Making improvements

25a) You must not make any improvement to the property without first obtaining written consent from us, which will not be unreasonably withheld but may be subject to conditions. ('Improvement' – see **Definitions**).

25b) Where you seek permission to install new flooring or coverings, particularly laminate, wooden or similar flooring, we will consider the potential noise nuisance for others and we reserve the right to make our permission, if granted, conditional on you taking such steps as are necessary and may be specified to ensure proper sound insulation.

25c) If you fail to comply with requirements to ensure proper sound insulation or other conditions of consent we will consider taking legal action to seek the appropriate remedy which may include (but is not limited to) entering the premises to carry out the necessary work. If such action is taken, we shall charge you for this.

25d) At the end of the tenancy, a secure tenant may be entitled to compensation for improvements carried out with our consent, in line with the relevant law. (There are details about this in **the Looking after your home and estate** chapter of this handbook).

# Information

26) We will manage and disclose information in line with the relevant law applicable to data protection and access to information.

# Arbitration

27) We will maintain an arbitration tribunal and panel to resolve certain disputes between you and us and both parties will be bound by the decision of the tribunal. (There is more about this in the **Access to services** chapter of this handbook).

# Definitions

**You, your and the tenant** means every person who signs the tenancy agreement or has entered into a deed of assignment or succession.

**We, us, our and the Council** means the London Borough of Southwark.

**Property** means the dwelling house and any land let together with the dwelling house.

**Quiet enjoyment** refers to the right to undisturbed enjoyment of your home, where we as your landlord, or our agents, shall not interfere with your right to possession of, and to, the lawful use and enjoyment of your home. Enjoyment in this context means to have the use and benefit of the property.

**Fair wear and tear** arises from reasonable use of the dwelling by the tenant and the ordinary operation of natural forces. Fair wear and tear is deterioration occurring through normal daily use, but not any deterioration caused by your negligence.

**Overcrowding** is where the number of people sleeping in the property contravenes the room or space standards of, or numbers permitted by, the relevant law.

**Lodger** means a person who: is not named in your tenancy agreement as authorised to live in the property; is not a member of your immediate family; and who does not have part of the property for their use only.

**Estate** means the area consisting of council dwellings where the property is situated.

**Pay party** refers to a gathering of paying persons in council property, premises, or land, where music is played or performed, for which no permission has been granted by the council and where admission in payment or kind has been charged or sought.

**Block** means the building containing flats and maisonettes.

**Animal** covers all animals, including: birds; reptiles; and insects.

**Unsuitable animal** includes any animal which is inappropriate having regard to the nature of the property and the needs of the animal, including any animals with the propensity to exhibit aggressive and/or intimidatory behaviour.

**Controlling and coercive behaviour** is a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

**Vehicle** is a mechanically propelled motor vehicle intended or adapted for use on roads.

**Common parts** means any part of the building of which the property let to you forms part and any other premises which you are entitled, under the terms of the tenancy, to use in common with the occupiers of other properties let by us.

**Improvement** means adding to, removing from, or in any way altering or changing the property, our fixtures or fittings, or the provision of services. It includes, but is not limited to, putting up any aerial or satellite dish, decorating the outside of the property, or the replacement or installation of floor coverings.