

**LONDON BOROUGH OF EALING**

# TENANCY AGREEMENT

## 1. INTRODUCTION

- 1.1 This tenancy agreement explains the terms and conditions you must keep to and what you can expect from the Council. If you do not understand anything in this agreement, you should ask about it before you sign.
- 1.2 The agreement is between The Council of the London Borough of Ealing, Perceval House, 14/16 Uxbridge Road, Ealing, London W5 2HL and  
----- (referred to as “**the tenant**”).
- 1.3 This agreement is for the tenancy of  
----- (referred to as “**the property**”).
- 1.4 It is a weekly tenancy starting on  
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- 1.5 In signing this agreement, you are accepting the terms and conditions contained in it and agreeing to keep to them. If you do not, the Council can take action to force you to do so or seek the permission of the Court to make you, and anyone else living with you, leave the property.
- 1.6 The Council may change the terms or conditions of this agreement but only in ways permitted by law.
- 1.7 If this agreement is signed by more than one tenant, all are responsible for keeping to the conditions in it, together and singly.
- 1.8 If you are employed by the London Borough of Ealing and you are required to live in the property in order to carry out your duties better you are bound by the terms and conditions of this agreement, but are not a secure tenant. The property is free of net rent, but you are responsible for any additional charges shown in Section 2.1 of this agreement. All other sections of this agreement apply except those that apply only to secure tenancies.
- 1.9 The address at which you may serve Notices (including Notices in legal proceedings) on the Council is: **Perceval House, 14 / 16 Uxbridge Road, Ealing, London W5 2HL.**
- 1.10 In this agreement, **building** or **block** means the building containing the property and **estate** means the housing estate where the property may be.

Signed

-----  
----- (Tenant/s)

*SL Gomer*  
----- (Director of Housing on behalf of the Council)

----- (Date)

## 2. THE RENT

### The Council's Responsibilities

2.1 The rent for the property is calculated as follows and contains other charges depending upon the amenities in the property:

Net Rent	£	:
Heating Charge	£	:
Water Rates	£	:
Other Charges	£	:
<b>Gross Weekly Rent</b>	<b>£</b>	<b>:</b>

2.2 The Council can vary your rent at any time but must give you four weeks' written notice telling you what the new rent will be.

### The Tenant's Responsibilities

2.3 You must pay the gross weekly rent, including the additional charges shown above, on time. The rent is due in advance each week, on Mondays, and can be paid in any of the following ways:

- With cash or by cheque using your rent book at any Post Office or Bank
- With cash or by cheque at the Council's Cash Offices
- By Standing Order or Direct Debit through your Bank
- By deductions from Income Support
- By deductions from London Borough of Ealing wages or salary.

2.4 If you do not pay rent on time, the Council can go to Court to get permission to evict you after serving a Notice. (See Section 7 of this tenancy agreement). If you have problems paying your rent, you should contact your Estate Manager as soon as possible: you may be entitled to receive housing benefits.

2.5 You must pay all charges for gas, electricity and telephone services. You must pay any reconnection charges in respect of these and water services. The Council collects water rates for the property as part of your rent on behalf of the water company.

2.6 The Council is not liable for any loss of or damage to any furniture or other belongings in the property owned by you or any other person unless it has been caused by the negligence of the Council. (You are advised to make your own arrangements to insure your personal possessions).

## 3. REPAIRS AND MAINTENANCE

### The Council's Responsibilities

3.1 The Council will keep the structure and outside of the property in good repair.

3.2 The Council will repair and maintain installations for the supply of water, gas, electricity and sanitation, and for space and water heating in the property, except as provided in Section 5.3 of this agreement.

3.3 The Council will keep the outside and all communal areas in the building in a good state of decoration and will decorate them when it considers necessary. The Council will repair and maintain the shared parts. (Shared parts are those areas of the building or the estate which you share with other residents, for example, corridors, walkways, stairs, lifts and gardens used by you and others).

3.4 If repairs are needed to any of the above as a result of the actions or neglect, of you, your visitors or anyone living with you, the Council will require you to pay for the cost of these repairs.

### The Tenant's Responsibilities

3.5 You must tell the Council of any repair that is needed, for which the Council is responsible, as soon as possible. This includes repairs to the shared parts or the outside or structure of the building.

3.6 You must allow the Council, or anyone authorised by the Council, to enter the property for the purposes of inspecting, repairing or maintaining the property, services to the property, the building or any other property if the Council gives you 7 days written notice that it wants to do so.

- 3.7 If an authorised officer of the Council decides that there is an emergency and it is necessary for the Council to enter the property to prevent damage to property or injury to persons, it may enter the property without giving you notice.
- 3.8 If you do not allow the Council to enter the property, then you may put yourself or your neighbours at risk. The Council can seek permission from the Court to enter the property without your authority and you may have to pay the cost of this action.
- 3.9 You must take reasonable precautions to protect the property against damage or harm from fire, flood, decay, infestation, condensation, damp, freezing pipes or any other cause.
- 3.10 You must keep the property secure against unauthorised entry.
- 3.11 You must keep the inside of the property in a good state of decoration. (See 7.8 of this tenancy agreement)
- 3.12 You must carry out the repairs for which you are responsible. These are:
- Fittings that belong to you, such as shelves, coat hooks, curtain rails.
  - Gas and electric appliances including cookers, portable fires, plugs, fuses, television aerials, light bulbs, gas pokers and burners.
  - Minor repairs and replacements such as tap washers, toilet chains, bath, basin and sink plugs, cupboard catches, and clearing bath, basin and sink wastes.
  - Door handles, catches, locks and keys, letterboxes, key hole covers and the like.
  - Fences (unless they are part of the estate boundary), gate fittings, garden paths, broken glass in sheds, porches, conservatories and garages.
  - Clothes lines, posts and rotary dryers and tidydrys (inside drying lines).

If you are elderly or disabled, the Council may carry out some repairs for you.

If the Council provides television aerials, clothes lines, clothes posts and rotary dryers for all tenants in a block, the Council will repair them.

If you rent a shed or garage from the Council and it is damaged by vandals, the Council will repair it when you provide proof that you have reported the matter to the Police and the damage was not caused by you, your visitor or anyone living with you.

The Council will carry out emergency repairs if they are needed to avoid further damage to property or injury to persons.

- 3.13 If you do not carry out repairs for which you are responsible, you must allow the Council to do them and you must pay the Council the cost of carrying them out.
- 3.14 You must not interfere or allow anyone else to interfere with any property belonging to a supplier of gas, electricity, water, telephone, cable television, or other service.
- 3.15 You must not damage the property in any way or allow anyone living with you or visiting you to do so.
- 3.16 You must not damage any furniture provided by the Council in the property or in shared parts, or allow anyone living with you or visiting you to do so.

#### **4. IMPROVEMENTS**

- 4.1 No improvement or alteration to the property shall be made without the prior written permission of the Council. This includes putting any satellite dishes on any council building. (NOTE: You may also need planning permission for putting up any satellite dishes).
- 4.2 The Council may remove, reinstate or make good any improvement or alteration made without permission, or which, in its opinion, does not meet the terms required by the Council. You may be asked to pay the costs incurred by the Council in doing so.
- 4.3 You must not change any improvement or alteration without the written permission of the Council, or allow anyone living with you or visiting you to do so.

- 4.4 The Council may at the end of this tenancy instruct you to remove, at your own expense, any improvement or alteration made during this tenancy and restore the property to its former condition and / or replace the improvement or alteration with fixtures and fittings of a kind installed by the Council.
- 4.5 Unless the Council has given written notice to the contrary, you are responsible for the repair and maintenance (at your own expense) of any improvement or alteration made during this tenancy.

## **5. COMMUNITY RESPONSIBILITIES**

### **The Council's Responsibilities**

- 5.1 The Council will ensure as far as possible that all other tenants of Council property near to you enter into similar agreements to this one. The Council may take action to enforce the terms of the tenancy agreement against any of its tenants, including you.
- 5.2 The Council will give you help and advice if you report nuisance or harassment, will investigate complaints and will take account of your wishes when deciding what action to take.

### **The Tenant's Responsibilities**

- 5.3 You must pay for any loss or damage to the property, the installations for the supply of water, gas, electricity and sanitation and for space and water heating in the property, the shared parts or any other Council property which has been caused by you, anyone living with you or visiting you, whether deliberately, by neglect or by accident.
- 5.4 You, or anyone living with you or visiting you, must not interfere with or allow to be interfered with any security or safety equipment in the property or the building or on the estate.
- 5.5 You, or anyone living with you or visiting you, must not obstruct or allow to be obstructed any of the shared parts, for example by leaving rubbish or furniture there.
- 5.6 You must not do anything which may be a nuisance, disturbance or annoyance to any other person, including the making of noise, any intimidation, harassment, (including racial and sexual harassment) domestic violence or otherwise in the property or on any part of the estate or in the locality of the property and you must prevent anyone living with you or anyone under your care or control or anyone visiting you from doing so.

Harassment and intimidation include but are not limited to:

- violence or threats of violence towards any person
  - abusive or insulting words or behaviour
  - damage or threats of damage to property belonging to another person
  - damage to the home of any person
  - threatening, abusive or insulting graffiti
  - any act or omission calculated to inconvenience or interfere with the peace or comfort of any person.
- 5.7 Subject to paragraphs 5.10 and 5.11, you or anyone living with you or visiting you must not park or allow to be parked a vehicle on any area not specified for this purpose. Specified areas may include parts of estate roads, hard standings, driveways (not shared driveways) or paved areas intended for parking. You or they must not obstruct or inconvenience other traffic or persons or the emergency services.
  - 5.8 You, or anyone acting on your behalf, must not be abusive to or use or threaten violence against any council employee or any agent of the Council whether at the property, in the vicinity of the property or at any council office.
  - 5.9 You, or anyone living with you or visiting you, must not carry out or allow to be carried out any vehicle repairs at the property or on any council land, including on estate roads, estate parking areas or other parts of the estate.

- 5.10 You, or anyone living with you or visiting you, must not park, or allow to be parked, any commercial or industrial or heavy goods vehicles or any untaxed, unroadworthy or otherwise illegal vehicle at the property or on any council land, including estate roads and parking areas or other parts of the estate. The Council may clamp or remove any vehicle parked without authority at the expense of the owner or keeper.
- 5.11 You must not park, or allow to be parked, any caravan or mobile home without the written permission of the Council. The Council can deny or take back permission if, in its opinion, any caravan or mobile home is, or is likely to become, a nuisance, annoyance or health hazard. If the Council denies permission, you must remove the caravan or mobile home within a period allowed by the Council.
- 5.12 You, or anyone living with you or visiting you, must not keep or allow to be kept or use or allow to be used bottled gas, paraffin, petrol or any other inflammable or dangerous substances, in the property, in the shared parts or on the estate (including garages).
- 5.13 You must not keep, or allow to be kept, any animal other than small caged birds or a small aquarium without the written permission of the Council. The Council can deny or take back permission, if in its opinion, any animal is, or is likely to become, a nuisance, annoyance or health hazard. If the Council denies or takes back permission, you must remove the animal from the property within a period allowed by the Council. It is your responsibility to ensure that your pet is kept under control at all times, and in particular that dogs are kept on a lead whilst out of the property and that you do not allow them to foul in public places or enter fenced play areas. Permission will not normally be given to keep a dog unless you have a private garden.

## **6. USE OF THE PREMISES**

### **The Council's Responsibilities**

- 6.1 The Council will not (subject to the terms and conditions in this agreement) interfere with your right to quiet enjoyment of the property during your tenancy so long as you comply with your obligations as a tenant.

### **The Tenant's Rights**

- 6.2 You have the exclusive right to use the property and any individual garden forming part of the property. If the property is on an estate, you, along with others, may use the roads and footways that are necessary to get to the property.
- 6.3 If the property is in a block of flats or maisonettes, you and anyone living with you or visiting you can use the common parts of the block for the purpose of getting to and from the property unless your visitors are specifically prohibited from doing so by the Council.

### **The Tenant's Responsibilities**

- 6.4 You must occupy the property as your only or principal home. If it is a joint tenancy at least one of you must occupy the property as your only or principal home.
- 6.5 You must not run a business, trade or profession from the property, the building, the estate or any other council property or land without first obtaining written permission from the Council. You must not allow any other person to do so.
- 6.6 You must not advertise or display notices or signs for business purposes in the property without first obtaining written permission from the Council. You must not allow any other person to do so.
- 6.7 You, or anyone living with you or visiting you, must not use the property, the building or any part of them or the estate for any illegal or immoral purpose, or allow any other person to do so. This includes illegally using or manufacturing and / or selling any drugs in the property, the shared parts, the estate or any other council property or land, and / or the illegal possession, use, storage or sale of firearms, knives or other offensive weapons in the property, in the shared parts, the estate or any other Council property or land.
- 6.8 You must not assign the tenancy to any other person without the agreement of the Council unless the law allows you to do so as a secure tenant.

- 6.9 You can allow a lodger or lodgers in the property as long as this does not cause overcrowding. You must not sublet any part of the property without first obtaining written permission from the Council. You must not sublet the whole property in any circumstances.
- 6.10 You must not allow the property to become overcrowded.
- 6.11 You must clean any paths, passages, halls and stairways in the building shared with others. This will be done in rotation with all tenants entitled to use such areas, except where a caretaker is employed or the Council makes other arrangements.
- 6.12 If the property has its own garden you must maintain it in reasonable condition.

## **7. LEAVING YOUR HOME**

### **The Council's Responsibilities**

- 7.1 The Council must give you four weeks notice if you are required to leave the property by serving a "Notice of Seeking Possession" or a "Notice to Quit" (as appropriate) unless the Court allows the Council not to serve such a Notice in cases of anti-social behaviour. Any Notice will be served by the Council by addressing it to you and posting or delivering it to the property.
- 7.2 The Council must tell you why you are being asked to leave the property and can only do so for specific reasons contained in law. The grounds on which a Court may allow the Council to take the property away from you include:
- a) Arrears of rent.
  - b) Breaking or failing to comply with any of the conditions in this agreement.
  - c) Nuisance or annoyance to other people in the locality or conviction for using or allowing the property to be used for immoral or illegal purposes.
  - d) In the case of a married couple or a couple living together as husband and wife, where one partner leaves the property as a result of domestic violence by the other.
  - e) Damage to the property or shared parts due to default or neglect by you, or a person living in the property.
  - f) Damage to furniture provided by the Council, either for your sole use or for general use in shared parts, by you or a person living in the property.
  - g) Obtaining a tenancy by making a false statement.
  - h) Where you have been given a tenancy of the property temporarily while work is done on your permanent home.
  - i) Paying money to obtain a mutual exchange.
  - j) Where the property becomes overcrowded.
- 7.3 The above grounds are only brief summaries and are mentioned only to give you an indication of some reasons why the Court could allow the Council to take possession of the property from you. There are also other grounds for possession.
- 7.4 The Council must seek the permission of the Court to evict you from the property.

### **The Tenant's Responsibilities**

- 7.5 You must tell the Council (through your local Housing Office) in writing if you want to end your tenancy and leave the property. You can get a Notice to Quit form from your Housing Office. You must give Notice at least four weeks before you want to leave. The Notice must end on the same day as your rent is normally due.
- 7.6 If Notice to Quit is given by one of two (or more) joint tenants the tenancy will end for both (or all) when the Notice expires.
- 7.7 You must return all the keys to the property to the local Housing Office on the day that your tenancy ends. If you do not, you will be charged rent until all the keys are returned.
- 7.8 You must leave the property in a good state of repair and decoration. If you do not, you will be charged for any repairs or decorations that are needed as a result of your neglect.
- 7.9 You must remove all of your possessions, including furniture. If you do not, the Council will dispose of anything left in the property and may charge any removal or disposal costs to you.
- 7.10 You must not leave any person in the property when you leave.