

# Tenancy conditions



# Tenancy conditions

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# 1 Definitions

**This section sets out what we mean when we use particular terms throughout the agreement. Some of them are obvious, but this list may help you understand some sections more clearly.**

## **Civil partnership or partner**

A civil partnership is a relationship between two people of the same sex, formed when they register as each other's civil partner.

## **Council officer**

A person we employ to manage tenancies.

## **Demoted tenancy**

This means that a secure tenancy is replaced with a less secure tenancy, removing a number of tenancy rights including the right to buy and the right to exchange. If a court grants an order to demote a tenancy, the demoted tenancy lasts for a year. During this time it is much easier for us to take possession of the property if the tenant's behaviour does not change.

## **Emergency services**

The police, the fire brigade and the ambulance service.

## **Estate**

A group of homes and buildings normally built at the same time in an area, which may share facilities and services.

## **Eviction**

This is where we can have you, other people living there and all belongings removed from the property after we have applied to the court for a possession order.

## **Exchange**

Where we allow you to swap your home with another tenant.

## **Fixtures and fittings**

All our appliances and furnishings in the property, including systems for supplying or using gas, electricity and water, which are a permanent part of the property and which must not be removed. Some examples of fixtures and fittings are:

- kitchen units;
- pipework;
- meters;
- baths;
- sinks;
- taps and drainage fittings;
- electrical sockets and wiring;

- all windows and doors both inside and outside; and
- door and window items (handles, catches, locks and stays).

This is not a full list.

### **Flat**

A home which is part of, and entirely on one floor of, a building.

### **Fly-tipping**

This means illegally dumping rubbish on land. Fly-tipping is a serious offence and we will always prosecute if evidence is available.

### **Furniture**

Although generally not the case, some properties may include a few items of furniture. If this is the case, 'furniture' refers to all the items included on a list as part of your tenancy agreement.

### **Garden**

Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths and paved areas.

### **Improvement**

Any alteration or anything added to the property.

### **Introductory tenancy**

When you are given your first council tenancy, it is for a trial period of one year. In this trial period (introductory tenancy), you have fewer rights than a secure tenant. An introductory tenant cannot exchange their tenancy with any other tenant, buy their home, take in lodgers or make improvements to the property without our permission.

### **Lodger**

A person who you let live in your property with you but who is not named on your tenancy agreement.

### **Maisonette**

A self-contained home that often has two floors and its own entrance.

### **Neighbourhood**

The area where the property is, including privately owned or housing-association properties, local shops and facilities serving the local area.

## **Neighbours**

Your neighbours include everyone living in the local area, including those people who may not live in our accommodation.

## **Non-secure tenancy**

This means that you will not have a secure tenancy. As a non-secure tenant you will not have the right of succession, the right to buy or the ability to transfer or exchange to another property.

## **Partner**

Any person who lives with you in a long-term relationship, other than a relative. For example, a partner could mean your husband or wife or a civil partner, or somebody you live with as if you were married to them or as if you were their civil partner.

## **Possession order**

This is an application we make to a court to take back possession of (repossess) the property. If a court grants an order, this means you and any other people living there will have to leave the property and remove all your belongings.

## **Property**

The property you live in, including any garden but not including any shared areas.

## **Relative**

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives and adopted children.

## **Secure tenant**

By law, secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an 'order of possession'.

## **Service charges**

All charges other than rent and water-service charges you must pay under the tenancy agreement.

## **Shared areas**

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

### **Social landlord**

This is the technical name for landlords that are run as businesses but don't trade for profit and provide housing mainly for rent. As we have a limited supply of housing, we work closely with other social landlords to provide extra housing in the borough.

### **Sub-let**

Allowing another person to live in a property (or part of your property) that you rent instead of yourself.

### **Succession**

This is the term used to describe the tenancy of a council property passing to a member of the household or family who lives in the home when the original tenant dies, but only where that person qualifies by law.

### **Tolerated trespasser**

This means we do not recognise that you have any legal right to stay in the property and that we can start court proceedings to evict you without giving you notice.

### **Vehicle**

A car, bus, lorry, motorbike, bike, boat, caravan and so on.

### **Visitors**

Anyone who comes into the neighbourhood to visit your home or a member of your household (the visit can take place in your home or within the boundaries of the neighbourhood).

### **We, us, our**

The council of the London Borough of Barking and Dagenham, and our officers, approved subcontractors and agents.

### **Written permission**

A letter from us giving you permission to do certain things.

### **You, your**

The tenant, and in the case of joint tenants, either or both of them.

## 2 Tenancy agreement

### A legally binding contract

2.1 You are entering into a legal contract with us. This agreement tells you what we expect from you as our tenant and what you can expect from us as your landlord. If there is anything in this agreement you do not understand, you should contact us. Or, you can get independent advice from a solicitor, a law centre or Citizens Advice.

### Equal responsibilities

2.2 All council tenants have exactly the same responsibilities as you. Every tenant has to keep to their tenancy conditions.

### Types of tenancy

2.3 There are a number of types of tenancies. Your tenancy will be one of the following.

- A secure tenancy
- A non-secure tenancy used in exceptional circumstances
- A demoted tenancy
- An introductory tenancy

2.4 This agreement is for all kinds of tenancy.

2.5 This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply.

- You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions, or we may ask the court for permission to evict you.
- We built or adapted the property for a physically disabled person so it is significantly different from an unadapted home, **and** you no longer need that type of home **and** we need the property for someone else with specific needs.
- We need to carry out redevelopment, improvements or major repairs to the property which we cannot do unless you move out.
- You find another home and stop using the property as your main home.
- There is any other reason under housing law, for example, the Housing Act 1985, the Housing Act 1996 or any future law, where we need to take some form of action.



## Consulting you

2.6 We will consult all our tenants about managing and maintaining our property. We do this through community-housing partnerships, tenants' and residents' associations, and the Tenant and Resident Federation.



## 3 Your rights

### Living in the property

- 3.1 This agreement gives you the right to live in the property.
- 3.2 You can live in the property without interference from us as long as you, your friends and relatives, and any other person living in or visiting the property (including children), do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy.
- 3.3 As our tenant you must treat your property as your only and main home. If you stay at a different address, we may consider that you have given up the tenancy and you will lose the right of a secure tenancy. To avoid us repossessing your property, you must tell us if you will be away from your home for more than four weeks.

### Taking over a tenancy by succession (this does not apply to non-secure tenants)

- 3.4 When you die, your tenancy may be transferred if there is a person who is entitled to succeed (take over) the

tenancy, as long as you did not take over your tenancy by succession or were assigned it (that is, it was transferred to you) by someone who had taken the tenancy over by succession previously.

A person can take over a tenancy by succession if:

- he or she has lived with you continuously for the 12 months before your death;
- the property is their main home at the time of your death; and
- the tenancy is only passed on once. If you have succeeded to a tenancy (for example, because the previous tenant died, or because you were a joint tenant and have become the sole tenant), your partner and relatives will not have the right to take over your tenancy by succession.

- 3.5 If more than one person qualifies to take over the tenancy by succession, your husband, wife or partner will have priority over another member of the family. 'Husband, wife or partner' means a person living with

you as if they were married to you or as if they were in a civil partnership with you.

- 3.6 If you are the only tenant when you die, we will allow a reasonable time for your next of kin to clear our property before we take possession of it. Any money you owe us will need to be paid from your estate (that is the money and belongings you own when you die, including any property or land you own).
- 3.7 If a person succeeds to a tenancy and the property is larger than they need or has a specific use such as a sheltered-housing scheme for elderly people, we may ask them to move to another suitable property. We will do all we can to find them other accommodation. However, if they are not willing to move and it is reasonable in the circumstances, we may apply for a court order to take possession of the property.

### Assignment

- 3.8 In certain circumstances, you may also have the right to 'assign' your tenancy. This means you might be allowed to transfer your tenancy rights to a qualifying member of your household, as long as we agree before you leave the property.
- 3.9 You can only assign if:
- the assignment is in line with Section 92 (Mutual Exchanges) of the Housing Act 1985;
  - the assignment is by order under Section 23A or 24 of the Matrimonial Causes Act 1973 (a property adjustment order in connection with divorce proceedings);
  - the assignment is by order under Section 17 (1) of the Matrimonial and Family Proceedings Act (a property adjustment order for overseas divorce);
  - the assignment is by order under paragraph 1, schedule 1 to the Children Act 1989 (orders for financial relief against parents); or

- the tenancy is being assigned to a person who would be qualified to succeed, as defined in clause 4.4 of this agreement, if you died immediately before the assignment.

### **Policies and proposals**

- 3.10 You have the right to see our policies on housing, rehousing and exchanging properties.
- 3.11 You have the right to be consulted about any plans to change the way we manage, maintain, improve, demolish, sell or transfer our homes, or changes to do with services or facilities for our tenants. However, this right to be consulted does not apply to rent, charges or service charges.

### **Secure tenants only**

- 3.12 You may have the right to take in a lodger but only if you do not cause overcrowding by doing so. (To understand what we mean by overcrowding, see section 11.) You must get our written permission, which we will not withhold unreasonably. If the

property is part of warden-assisted accommodation (for example, a sheltered unit) or other type of supported accommodation, you must not allow any person to live with you as a lodger under any circumstances.

- 3.13 You must not sublet or part with possession of part of the property without getting our written permission. You must not sublet or part with possession of part of your home if this would cause overcrowding.
- 3.14 You have the right to exchange your home with another of our tenants, a housing-association tenant or a council tenant from another council. We may refuse an exchange if you do not meet certain conditions. If you exchange your property without our written permission, you will have to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted.
- 3.15 In certain circumstances, you have the right to buy your home in accordance with government legislation.

**Data protection and confidentiality**

3.16 We will need information from you when you use our services (for example, when you apply for a council property or transfer to a council property).

We only ask for information which is essential in helping us provide the housing service.

3.17 You have a right to see information we have about you. We may charge you a reasonable cost for providing this information.

3.18 We will keep the personal information you give us on our computer systems or on paper records. Whichever way we keep your information, it is protected under data-protection laws.

3.19 Sometimes we may have to give your personal information to other organisations (for example, our partners and contractors) who carry out services on our behalf. We will only give them your information where this is necessary so they can provide a service. For example, if you have a hearing problem and our contractor

needed to carry out repairs to your home, we would let them know you have a hearing problem and would ask them to knock loudly when they visit your home.

3.20 We will treat any personal information you give us as confidential.

3.21 If someone asks for information about you which is not covered by data-protection laws, we will always ask your permission.

## 4 Rent

### Paying rent

4.1 When you move into a new property you must make your first rent payment when you sign your tenancy agreement.

4.2 You must pay your rent and all other charges every week or in line with any arrangements we and you have agreed in writing. Other charges include, for example, service charges and charges for heating, water and garages.

4.3 You are also responsible for all other costs, such as court costs and repair costs which you owe from the past and have still not paid. If you were a joint tenant, you will still be responsible, even after the other tenant has left the property.

### Changes to your rent or service charges

4.4 We may change your rent or service charges at any time. We will tell you about any change in rent or service charges at least 28 days before the change, but we have the right to change your rent even if you do not receive this notice.



4.5 If we want to change the amount we charge for rent and other charges (such as service charges and charges for renting a garage or outbuildings), we will let you know in writing at least four weeks before we change it. The letter we send to you is called a 'notice of variation'.

4.6 If, after receiving a notice of variation, you tell us you want to leave your property (give us a 'notice to quit') we will not apply the new changes to your rent or any other charges, as long as you move out of the property before the end date on the notice of variation.

4.7 If you have given us a notice to quit, you must move out of the property by the end date on the notice of variation. If you do not move out on time, we will continue to charge you rent and any other charges at the new rate we told you about in the notice of variation.

5

# Antisocial behaviour

Under section 153 A (1) of the Housing Act 1996, antisocial behaviour is behaviour which can cause nuisance or annoyance (even if we do not receive a complaint) and which directly or indirectly relates to or affects the way we manage our housing.

Section 1 (1) of the Crime and Disorder Act 1998 defines antisocial behaviour as acting in an antisocial way that causes or is likely to cause harassment, alarm or distress to anyone else.

### Antisocial behaviour and your responsibilities

You, your friends and relatives, and any other person living in or visiting the property (including children) **must** keep to our rules.

- 5.1 You must not do anything which causes or is likely to cause a nuisance to anyone living in the area.
- 5.2 You, and any joint tenants, are responsible for your behaviour, and the behaviour of your children and anyone else living with you or visiting you, while they are in your home (including shared areas such as landings, stairways, foyers, lifts,

courtyards, gardens and parking areas) or in the local area. The local area includes the whole of the neighbourhood or area the property is in, including privately owned or housing-association properties, local shops and facilities serving the local area.

- 5.3 You must not do anything which interferes with the peace, comfort or convenience of other people living in the local area.
- 5.4 We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not make other tenants' lives miserable. We ask that all tenants and their families consider their neighbours and help to create caring and happy communities and deal with any problems. We will act against tenants who ignore this tenancy agreement, and will work with other agencies to tackle nuisance caused by people who are not our tenants.
- 5.5 Harassment is defined as any unwanted behaviour directed at a person or group of people which is offensive. It is behaviour that interferes with the peace and comfort

of individuals or groups, and which intimidates them or damages their confidence. You must not harass, or threaten to use violence against anyone in the local area for any reason.

5.6 You must not use the property, any of its shared parts or any shed or garage you rent from us for anything immoral or illegal, including selling, storing or using any illegal drugs, or storing or handling stolen goods.

5.7 You must not use or threaten to use violence towards anyone living in the property, including your partner or members of your family.

5.8 You must not intentionally damage property. If you intentionally damage our property, we will claim compensation, using the courts if necessary. Intentional damage can either be damage caused to the inside of your home (such as damage to doors or windows), or damage caused by vandalism or graffiti to the shared areas of the neighbourhood.

5.9 If you, your family or visitors behave antisocially, we will take action to stop you. This may include:

- applying for an injunction to prevent you from behaving antisocially;
- applying to the court for a demoted order;
- applying for an antisocial behaviour order (ASBO) or other order to exclude you from the property or the local area (or both); or
- going to court to ask for you to be evicted.

5.10 We may not find you a new home if you are evicted because of antisocial behaviour. This may also affect your ability to be rehoused by another social landlord.

### **What is antisocial behaviour?**

5.11 The examples below will always be classed as antisocial behaviour.

- Using or threatening violence.
- Behaving in a racist or hateful way, including producing or promoting racist and hateful literature or letters or verbally



abusing somebody because of their ethnic background or sexuality.

- Harassing anyone for any reason.
- Being involved in prostitution.
- Dealing in pornography.
- Carrying out criminal activity in properties.
- Being involved in drug and alcohol abuse, substance abuse or drug-dealing.
- Using verbal abuse and offensive gestures.
- Committing domestic violence.
- Damaging property, including cars and bikes.
- Dumping rubbish and furniture (fly-tipping).
- Committing arson or attempted arson.
- Putting offensive material through letter boxes.
- Making malicious phone calls.
- Writing and spraying graffiti.
- Storing or repairing in shared areas any vehicles which are powered by petrol, diesel or paraffin.
- Throwing things off balconies or out of windows.
- Breaking shared security, for example, allowing strangers into the building.
- Blocking shared areas.
- Parking motor vehicles in a way that blocks access for pedestrians or vehicles, or damages green spaces (such as grass verges, shared gardens and parks) or other areas of the estate.
- Letting your dog bark continuously.
- Storing any firearms unless you are legally entitled to hold them. Examples of firearms include air rifles, shotguns and replica guns. If you have a license for a firearm you must use and store it only in the way the law allows.
- Installing (or encouraging or helping anyone to install) illegal broadcasting equipment.

### **What is a nuisance?**

5.12 A nuisance is an action or event that affects another person's enjoyment of their property, whether that action or event is intentional or not.

5.13 The following examples could be classed as a nuisance.

- Not controlling your children.
- Playing loud music.
- Banging and slamming doors.
- Playing ball games close to people's homes or buildings.
- Skateboarding, roller-skating and cycling on footpaths, balconies and shared areas.
- Being drunk in public.
- Not keeping pets and animals under control (for example, letting your dog bark continuously or not cleaning up after your animal in shared and public areas).
- Causing a nuisance in lifts and shared areas, for example, urinating or blocking rubbish chutes.
- Making unfair complaints.
- Working on motor vehicles, other than servicing your own car or motorcycle.
- Putting furniture or fittings such as laminate flooring in your home where the noise (for example, of people walking on the floor) causes problems for your neighbours.
- Riding, or allowing any member of your family or visitors to ride, motor vehicles off road on public areas or on estate facilities.
- Abandoning vehicles.
- Playing ball games where it may cause problems in terms of noise or damage.
- Allowing water to leak from your property and damage a neighbouring property (for example, letting baths overflow or not fixing damaged pipes in dishwashers or washing machines).
- Landscaping your garden so that extra water flows into your neighbours' gardens.
- Making a lot of noise (for example, by carrying out repairs, improvements or decorating) during unsociable hours.

### Breaking the tenancy conditions

5.14 If we believe that you have broken the tenancy conditions, we can do any of the following to sort out the problem.

If you are a secure tenant, we can:

- serve a notice of seeking possession to end your tenancy; or
- apply to the court for a demoted tenancy order.

If you are a non-secure tenant, we can:

- serve a notice to quit to end your tenancy.

If you are an introductory tenant, we can:

- serve you with a notice of possession which will end your introductory tenancy.

For all types of tenancy, we can:

- apply for an injunction against you to prevent the nuisance and to seize equipment causing the nuisance, such as hi-fi equipment or machinery;
- apply for an antisocial behaviour order (ASBO) through the court system;
- arrange an acceptable behaviour contract (ABC) with you; and
- work with the police and other enforcement agencies to prevent any crime being committed and use the measures above as well as any legal action that may be taken.

## 6 Repairs

### Your repair responsibilities

6.1 You must repair or replace any parts of the structure, fixtures or fittings inside or outside the building that are damaged by you, a member of your household or someone you have allowed into the property, including children. If we carry out this work, we will expect you to pay the full cost of the repair.

6.2 If we carry out any repairs that are your responsibility, we will expect you to pay the full cost of the repair.

6.3 We will provide the following items at the start of your tenancy. After that, it is your responsibility to repair or replace them.

- Door handles
- Inside doors (if damaged)
- Cylinder jackets
- Drawer handles
- Door numbers and letter plates
- Toilet seats

6.4 You are also responsible for repairing or replacing:

- keys to door and window locks;

- plugs and chains to sinks, basins and baths;
- television aerials, if they are not part of the shared system;
- surface damage to plasterwork inside your home, if you have caused this;
- curtain and picture rails;
- gate and shed latches, bolts and catches;
- lagging and insulation if you have damaged it;
- light bulbs; and
- cupboard catches.

This is not a full list. Please read your tenants' handbook for more details.

If you are not sure what you are responsible for, please contact us.

6.5 If you fail to carry out any repairs you are responsible for, we may give you 28 days' notice to do so. After this, we will carry out the work and charge you for doing so.

6.6 If a window is broken and it is your fault, you will have to pay for it to be repaired.

6.7 You are responsible for:

- properly plumbing in washing machines, dishwashers, fridge-freezers and other appliances;
- making sure you keep to health and safety laws when fitting gas appliances you own (use a Gas Safe-registered engineer);
- replacing any pipework that is damaged when you plumb in the above appliances; and
- connecting electrical appliances you own (for example, your cooker), using a NICEIC-, ECA- or NAPIT-registered engineer (but not appliances that you plug in, such as kettles or toasters).

6.8 If you want to install a gas fire or other appliances you must get our permission before you start any work.

6.9 Gas appliances must be installed by a qualified Gas Safe-registered person.

6.10 If you want to make any electrical alterations, such as adding plug sockets and changing light switches, these must be carried out by



a NICEIC-, ECA- or NAPIT-registered person and you must get our permission before you start any work.

6.11 If you have an open fire, or a gas fire you have installed and which belongs to you, you must sweep chimneys and fireplaces and keep them clean and clear. If we carry out any repairs as a result of you failing to properly sweep and clear chimneys and fireplaces, we will charge you a reasonable cost for doing so. If you fit a gas appliance with our permission, you are responsible for making sure that it has a safety check each year.

6.12 Any work you have done at your property must be carried out by a qualified and suitably experienced person. If we find work has been carried out in a

way that has, or could, damage the property or cause danger to someone, we will insist that you sort out the problem straight away. If you do not, we may do it on your behalf and charge you a reasonable cost for doing so.

- 6.13 You are responsible for repairing and maintaining all improvements you make and fixtures and fittings you install at the property, unless your permission letter says you are not responsible.
- 6.14 In the interest of fire safety, you must not remove or replace any doors without our permission.
- 6.15 You must have repairs that are your responsibility carried out by a competent and suitably experienced person. We have the right to inspect repairs after they have been completed. If we find that work has been carried out in a way that has, or could, cause damage to the property or danger to someone, we will insist that you have the problem fixed. If the problem is not fixed, we may correct it ourselves and charge you a reasonable cost for doing so.
- 6.16 You must not remove or disconnect any mains-operated smoke detector we have fitted. We will maintain mains-operated smoke detectors. You must maintain any battery-operated smoke detectors. (This includes changing the batteries at least once a year.)

### **Our repair responsibilities**

6.17 We will maintain the structure and outside of your home (including our drains, gutters and outside pipes) where it is practical and cost-effective to do so. If we find that it will be too expensive to repair your home, we may rehouse you.

6.18 We will maintain the installations in your home for supplying drinking water, gas, electricity, heating and for sanitation (including basins, sinks, baths and toilets), but not other fixtures, fittings and appliances you owned or have installed, which make use of the supply of water, gas or electricity (for example, a gas or electric cooker, or a washing machine).

6.19 We will not repair any boundary fence or wall we have provided, except a damaged fence or wall where it might lead to a particular risk to you or your family, for example, if the fence or wall forms a boundary to a busy main road.

6.20 We will maintain any garage, shed or outbuilding we have provided which is within the boundary of the property, as long as it is cost-effective to do so. We have the right to remove these structures when, in our opinion, it is not cost-effective to repair them.

6.21 In flats and maisonettes, we will maintain all entrances, halls, stairways, lifts, rubbish chutes, lighting and other shared facilities. We will deal with decoration in shared areas separately as part of our refurbishment programme.

6.22 We will remove rubbish and building materials from your property after we, or our contractors, have finished the repair work.

6.23 We will maintain shared television aerials in flats and maisonettes.

### **Telling us about repairs**

6.24 We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us.

6.25 We may charge you for any damage that has been done or extra repairs that would not have been necessary or as serious if you had given us notice earlier.

### **Access to inspect and repair**

6.26 You must allow us into your home to inspect, service, repair, improve and carry out maintenance work to the property or neighbouring property at any time between 8am and 7pm, and at any other time in an emergency. We will give you notice whenever possible.

6.27 If there is a water leak coming from your property, we will give you 24 hours' notice and then enter your home (if we need to) to stop the leak. If the leak is dangerous or causing a nuisance to neighbours or the structure of the building, we may need to get into your

property straight away, if necessary by force, to stop the leak and any damage that it may cause.

6.28 We will need to service gas appliances in your home every 12 months. If you do not allow us into your home, we may take immediate action to get in to do the work.

6.29 Our officers or contractors may enter your home if you do not keep an agreed appointment for us to carry out safety checks, inspections, major work or improvements.

6.30 We will write to you at least 24 hours before we enter your home to let you know we will do this. We will enter your home with no warning if there is an emergency. We are responsible for leaving your home in a safe condition. We will charge you for any costs we have with getting into your home or making your home secure again (for example, by putting a door back on its hinges), unless you have a good reason for not letting us into your home.

6.31 If we make an appointment to carry out a repair to your home and you break that appointment without giving us 24 hours' notice, we may charge you for our wasted time.

6.32 You should not store or keep your belongings in the loft or roof space in a way which would stop us from carrying out repairs or maintenance to water, electrics or gas appliances.

### Temporary housing

6.33 Sometimes, the type of repair we need to carry out means that you will have to leave your property temporarily. Depending on how long the repair is likely to take, we may offer you temporary housing. You must leave the property for the period we tell you.

6.34 If you have to leave your property, we will help you move out, including offering you temporary housing. We will not be able to carry out certain types of repair at your property until you have left.



7

## Your responsibilities

You, your friends and relatives, and any other person living in or visiting the property (including children), must do the following.

- 7.1 You must look after your home, including keeping fixtures and fittings in good repair and keeping your home clean and tidy.
- 7.2 Take reasonable steps to keep the property free from rats, mice, insects and other pests.
- 7.3 Keep the property clean and free from rubbish. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish. If you do not pay, we may apply for a money judgement order.
- 7.4 Pay your rent and other charges on time.
- 7.5 Get rid of household rubbish in the appropriate way, for example, using the rubbish chute in multi-storey flats and putting rubbish in shared rubbish bins.

You, your friends and relatives, and any other person living in or visiting the property (including children), must not do the following.

- 7.6 Damage the shared areas of the block and the estate. You will have to pay the cost of repairing, redecorating or replacing items that you or your household or visitors damage.
- 7.7 Interfere with any equipment which is there for health and safety reasons (for example, door-entry systems, CCTV, or equipment for detecting or putting out fires in the property).
- 7.8 Damage or deliberately overload lifts.
- 7.9 Leave any personal belongings or rubbish in shared stairways, halls and landings. We will remove anything you leave in these areas and charge you for the work. If we move items from shared areas such as landings, stairways or balconies, green spaces or estate roads, we will not be responsible for any loss you may suffer.
- 7.10 Dump rubbish on any estate road, green space or shared area.
- 7.11 Get rid of engine or other oils into the main drainage system.
- 7.12 Block your drains, toilets, sinks or baths.

If you do, and we have to clear them, we will charge you if the blockage was caused by something that should not be put down a drain, toilet, sink or bath (for example, nappies, rice and paint).

### Health and safety

For your own health and safety, you, your friends and relatives, and any other person living in or visiting the property (including children), must not do the following.

- 7.13 Store or use in the premises, including the shared areas, private balcony, store or garage which is part of the home, any liquid-petroleum and paraffin (for example, calor gas) containers or cylinders, or dangerous chemicals, gases or materials.
- 7.14 Throw anything out of the windows of the property or from balconies or landings.
- 7.15 Let anyone you don't know into the shared areas, for example, in multi-storey blocks where there are locked doors.
- 7.16 Feed wild pigeons, squirrels, foxes or any other wild animal considered to be a possible health risk outside the property or on balconies.
- 7.17 Block access to any gas appliances that would stop a gas safety check from being carried out. (For example, you must not install a fitted wardrobe over a radiator or a kitchen cupboard over a boiler so that there is not enough space for somebody to service the radiator or boiler.)

8

## Animals

You, your friends and relatives, and any other person living in or visiting the property (including children), must **not** do the following.

- 8.1 Keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976.
- 8.2 Keep dogs classed as dangerous by the Dangerous Dogs Act 1991.
- 8.3 Keep or allow any dog to visit if you live in a flat or a maisonette that does not have private and direct access to a garden area that is for your use only. If you live in another type of property, we will not give you our permission.
- 8.4 Keep any animal that we do not think is suitable. You must get our written permission to keep any large animals or if you want to keep a number of animals. We may withdraw our permission if any animal you keep causes a nuisance.
- 8.5 Let your animals make a lot of noise, for example, by barking, or let them onto the estate or shared areas when you are not with them. You must keep your animals under control at all times. You must clean up after your animals.



8.6 Keep any animal we think is unsuitable or that causes a nuisance or that you do not have our permission to keep. We will ask you to remove any animals if we have not agreed you can keep them under this tenancy agreement.

8.7 Breed any animals at the property that cause a nuisance to neighbours or a risk to health.

**You must do the following.**

8.8 Be responsible for maintaining any fencing that is needed to keep your animal in your garden or on your property.

8.9 Contact us for advice if you need support from a guide dog, a hearing dog for the deaf or a dog for the disabled.

8.10 Remove any animal you do not have our permission to keep, or any animal which is unsuitable or causes a nuisance. If you do not, we will take court action to remove it and we may take action to repossess your home. We will charge you a reasonable cost for doing so.

When we decide if you can keep an animal in your property, we will follow government guidelines. We will also decide if it is reasonable and suitable to let you keep a pet. Here are some of the things we will look at.

- The type and size of your animal
- The type and size of your home
- The number of animals
- The number of people living in your home
- Your home's access to roads and open space

## Gardens

This section explains how you should look after any garden that the property you live in may have.

- 9.1 You must keep all areas in your garden tidy, including keeping trees and shrubs which you are responsible for from becoming overgrown.
- 9.2 If you do not keep your garden tidy and free from rubbish, we may take action against you. This could include carrying out any necessary work to tidy it and charging you for the work we have done.
- 9.3 You must not destroy, damage or remove trees and hedges without getting our permission first. You must take reasonable steps to stop any trees or bushes in your garden becoming overgrown, or we may ask you to prune or remove them.
- 9.4 You must not remove, alter, replace or plant any boundary hedge or fence at the property without getting our written permission first.

- 9.5 We may charge you for work we must carry out if you remove a boundary fence or hedge and do not replace it to a satisfactory standard.
- 9.6 You must not plant large, fast-growing shrubs or trees in a place which might cause a nuisance to neighbours, damage property or overhang onto roads, paths and pavements outside your property.



## 10 Vehicles

This section explains the rules on vehicles.

You, your friends and relatives, and any other person living in or visiting the property (including children), must **not** do the following.

- 10.1 Park, without our permission, any vehicle, business vehicle, motorhome, trailer, caravan or boat anywhere on the property or on any land that we own. We will charge you a reasonable cost for removing it. We may also take legal action against you.
- 10.2 Not park more than one vehicle on your property without asking us first.
- 10.3 Have a dropped kerb put in front of your home without asking us. You must get our written permission. We or our approved contractor will carry out the work, and we will charge you for the cost of the work.
- 10.4 Build a parking space, garage, drive or dropped kerb without our written permission.
- 10.5 Build a parking space, garage, drive or dropped kerb that causes a nuisance. If we give you permission to build a parking space, garage, drive or dropped kerb, it must be built to a standard design. We will withdraw our permission if any parking space, garage, dropped kerb or drive causes a nuisance.
- 10.6 Receive payment for repairing any vehicle at the property or on the estate. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.



- 10.7 Park a vehicle on the estate unless:
- it clearly displays a current vehicle licence (tax disc) at all times; and
  - it has a valid MOT certificate and is roadworthy.
- 10.8 If a parking permit scheme is in force on your estate or an estate you are visiting, you must not park a vehicle on the estate without a clearly-displayed, valid permit. If there is a parking permit scheme in place on your estate, you have a duty to make sure that family members or visitors who enter the estate know about the scheme and use a visitor's parking permit while they are visiting.
- 10.9 Cause nuisance to neighbours or damage to pathways, drives, estate roads and so on through leakages or spillages (for example, an oil spillage when repairing your vehicle).
- 10.10 Park any vehicle in an area that is not set aside for parking, for example, on the paved or tarmac area outside a multi-storey block of flats, areas set aside for emergency vehicles or in front of bin chambers or in bays that are designated for disabled users if you do not have a disabled vehicle badge.
- 10.11 Park any vehicle or double park on an area set aside for emergency vehicles, or park in any area which would block access for emergency vehicles or bin lorries.
- 10.12 Store or repair motorbikes inside your property or in the shared areas.
- 10.13 Sell, rent or give away a parking space or parking permit which we provide for you.

# 11 Using the property

- 11.1 You must not use the property other than as a private home.
- 11.2 You must not run a business from your home without our written permission. We will not refuse our permission unreasonably unless we feel the business is likely to cause a nuisance to other people, for example:
- car repair and maintenance businesses;
  - printing businesses;
  - any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals;
  - shops or wholesale businesses where customers would have to visit the property;
  - any business that would cause a nuisance due to more vehicles being parked in the area; and
  - any business that would cause a nuisance to other residents or damage the property.
- 11.3 If we give you permission to run a business from your property, you must not advertise the address.
- 11.4 You must not run an organisation or an action or campaign group from your home, or use your address as a main contact point for that activity, if it causes problems for your neighbours or harms the reputation of your neighbourhood. You should ask our permission to go ahead before you start your group or organisation.
- 11.5 We will withdraw our permission if:
- you do not receive the relevant planning permission; or
  - the business we have agreed to causes a nuisance.
- 11.6 You must not store, or allow to be stored, explosives or materials which might catch fire easily, or any kind of firearm that is not licensed in line with the relevant laws in England. If you are not sure what you can store, check with us.



- 11.7 You must not invite other people to live with you so that the number of people living in your home is more than the maximum number shown on your tenancy agreement. We may take action to repossess the property if you overcrowd it.
- 11.8 You must not have more people living in the property than the maximum number shown on your tenancy agreement.
- 11.9 You must not sublet or part with possession of part of your home without our permission. From time to time, we will carry out audit checks to make sure that our properties are being used by the original and legal tenant and that the property has not changed hands or been sublet. You must co-operate with any investigation and give us any information we ask for. If you refuse to co-operate or give us the information asked for, we will take action to repossess the property.

## 12 Ending your tenancy

- 12.1 As our tenant you must treat your home under this tenancy agreement as your main home. If you stay at a different address, we may consider that you have given up your tenancy. This means you may lose the right to a secure tenancy.
- 12.2 If you leave your home without telling us, we may, depending on the circumstances, consider the property as 'abandoned' and take steps to end your tenancy and repossess the property. You may not be entitled to another property with us. We would consider that being away from your property for more than three months without our agreement as giving up the tenancy.
- 12.3 When you move out of the property and end the tenancy, you must do the following.
- Give us four weeks' notice in writing that you want to leave the property and give us the address of your new home. Sometimes we may agree that you can give us a shorter notice period.
  - Allow us to inspect your property after you have given us four weeks' notice to end your tenancy. This may include viewings with possible tenants.
  - Give us all the keys to the property on or before the date the tenancy ends. This includes all keys to your home, keys to shared areas, and door-entry keys.
  - Pay all rent and other charges up to the date of the end of your tenancy.
  - Remove your furniture, furnishings, clothing and rubbish on or before the day your tenancy ends. If you do not, we may assume that you have abandoned these items and may throw them away without telling you. We will also charge you a reasonable cost for removing, storing or throwing items away, as appropriate.
  - Leave the property and garden clean and tidy.

- 12.4 If you do not pay any rent or any other charges you owe us when you end the tenancy, we may go to court and ask for a money judgement order to recover the debt.
- 12.5 If you remove any improvements, fittings or fixtures you fitted, you must put the property back to the way it was before you fitted them. You must leave your home in a safe condition.
- 12.6 If we need to do further work because of damage caused by tiles, cladding, wallpaper, textured coating or other items being removed we will charge you a reasonable cost for doing this.
- 12.7 If you move and have significantly improved your home (with our permission), you may be entitled to some compensation. However, you may also have to replace the standard fixtures or fittings that were in your home at the start of your tenancy. Please contact us for more information.
- 12.8 On the date your tenancy ends, everybody living in your property must leave. Otherwise, we may take legal action against you.
- 12.9 We may charge you a reasonable cost of all repairs you are responsible for and repairs that are needed because you or your household have ended the tenancy or abandoned the property.

### **Ending a joint tenancy**

- 12.10 If you are a joint tenant, the whole tenancy will end if you or another joint tenant ends the tenancy. If the other joint tenant stays in the property, we will decide whether to create a new tenancy for the tenant who is left. You might not have an automatic right to continue living in the property if a joint tenant has ended the tenancy.

## 13

## Written permission and improvements

13.1 You must get our written permission to carry out improvements to your home. We will not unreasonably withhold our permission. We will include conditions in our written permission that you must keep to.

13.2 You must not carry out any alterations to the inside or outside of your property, other than standard decoration (such as painting and wallpapering), without our permission. If you are given permission to make any alterations to your property and repairs or maintenance needs to be carried out we may ask you to remove the alterations at your own expense so that the work can be carried out.

13.3 If you carry out improvements to the inside of your home after we have given you permission, you must either leave the improvements in place if you move out of the property, or fully replace the original features. If you fail to do this, we will charge you the full cost of replacing the original features.

13.4 Examples of where you need permission include:

- putting up a shed or greenhouse or permanent structure;
- creating a parking space;
- removing or changing garden fences;
- building an aviary or pigeon loft;
- moving trees or hedges;
- adding security gates, security doors or window shutters;
- digging to install a pond or swimming pool;
- putting flooring down (including laminate and tiles); or
- making alterations to the structure of your home, such as removing a chimney breast or windows.

This is not a full list. For more details, please contact us.

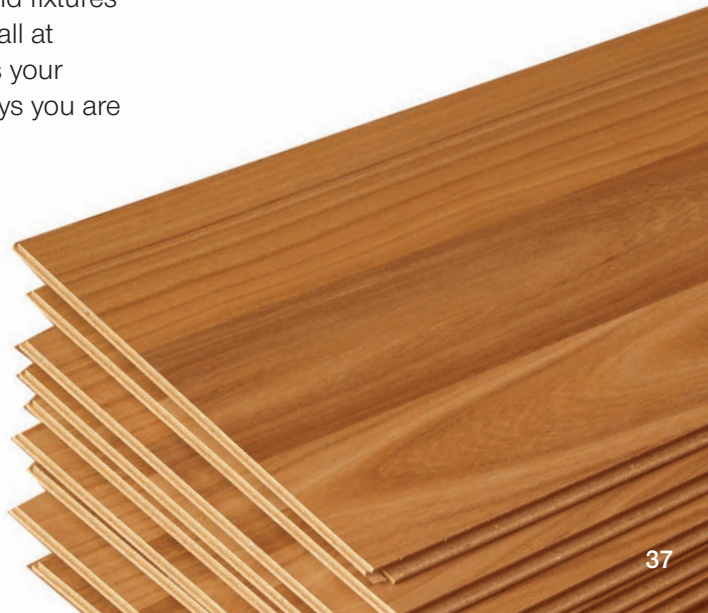
13.5 You must not make any changes to the structure of the property including its fixtures, fittings, doors, boundary fence, wall, loft or roof space or anything connected with providing services to the property without getting our permission in writing beforehand. If we give you permission, we may set certain conditions that you must meet. These conditions may include getting planning permission and building-control approval. Once you have completed any changes to the property, you should remove all rubbish from the property (including the garden). You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property, unless your permission letter says you are not responsible.

13.6 You must not make any changes to the loft or roof space including the installation of fixed loft ladders or floorboards without our written permission.

13.7 While we consider each case on its merits, we would not normally give permission for the following to be installed.

- A Citizens' Band (CB) radio aerial phone dish or receiving antenna, other than a standard television aerial.
- Satellite dishes in purpose-built blocks and flats.

13.8 You must not use a portable oil, paraffin or gas-cylinder heater.



13.9 Even if we give our written permission, you must still get planning permission (if it is needed, it will be shown in the permit that we send you) and meet building regulations. We will withdraw our permission if the relevant planning and other permissions are refused. We may also withdraw our permission if a nuisance is caused.

13.10 If you move and you have significantly improved your home, with our permission, you may be entitled to some compensation. Please contact us for more information.

13.11 If non-standard fixtures and fittings (such as patterned or coloured light switches) are in your home when you

move in, and we need to replace them (for example, because of normal wear and tear or because they are broken), we will use standard fixtures and fittings which may not match other fixtures and fittings in your home.

13.12 If you make any alterations to the property and we have agreed to maintain those alterations, if they need to be replaced because of wear and tear, we will replace them with standard fixtures and fittings which may not match other fixture and fittings in your home.

## 14 Written notices

14.1 We will serve all notices (for example, a notice of seeking possession, notice of possession proceedings, notice of variation and notice to quit) to your last known address.

14.2 We will treat your last known address as the property this agreement is for, unless you tell us you have moved.

14.3 We will serve all letters and notices using one of the ways shown below. When we have served a letter or notice, we will consider that you have received the letter or notice:

- on the second day after posting if we sent it by first class post;
- on the next day if we delivered it by hand through your letter box; or
- on the same day if we handed it to you personally on your doorstep.



# 15 Compensation

In certain circumstances you may be entitled to claim compensation. This section sets out the type of compensation you may be able to claim.

## Heating and hot-water systems

15.1 If you pay for heating or hot water in your rent and you lose this service, we will compensate you for any period over 48 hours you are without heating or hot water. During those periods, we may be able to provide a heater for vulnerable tenants.

## Repairs

15.2 If we make an appointment to carry out a repair to your home and the contractor breaks that appointment without giving you 24 hours' notice, you can claim compensation.

15.3 In certain circumstances, if we do not carry out repairs within a reasonable time, you can ask for another contractor to do the work. This is called the right to repair. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You must give us notice of what you plan to do. The repair should be urgent and up to the value of £250.

## Removal and disturbance payments

15.4 By law, we have to compensate you if we ask you to move out of your home. We may also pay reasonable connection charges (such as reconnecting your phone) and disturbance payments (such as paying removal expenses) if we serve you with a possession order because we:

- want to empty the property to renovate it, demolish it, sell it or transfer the ownership of the block; or
- need to carry out major repairs to the property which cannot be done if you are living there.

We may need, under the Housing Act 1985, to gain possession of the property to demolish it, sell it or carry out major work. We will do this by applying to the court for a possession order. If this happens and you have to permanently leave your existing home, you may be entitled to compensation. Please contact us for more information.



## Other information

### Contacting us

16.1 If you feel the service we have provided is not of a good standard, please let us know. If we are responsible, we will sort out any problem you have within our stated target times. Please do not contact several different people at the same time about the same problem, because this could mean it will take us longer to sort out your complaint.

16.2 It is important to us to find time for all our tenants to get help as quickly as possible. If you contact us many times every day, it can mean we do not have time to deal with all of our tenants who need help. Because of this, we may limit contact to two phone calls a day. We may also ask you not to make very long calls or not to visit us if you cause a disturbance. If we do this, we will review our decision regularly. If you go against our decision, we may consider this behaviour as breaking the tenancy conditions and we may take action to end your tenancy.

### If you have a genuine emergency, you can contact us at any time.

16.3 If we do not meet our responsibilities as set out in this tenancy agreement, you can do the following.

- Speak to a housing officer
- Use our complaints procedure (ask us for a copy)
- Speak to your local councillor
- Get advice from a solicitor, a law centre, a citizens advice bureau or write to the Local Government Ombudsman at:

**The Local Government  
Ombudsman  
PO Box 4771  
Coventry  
CV4 0EH**

## **Changing conditions in your tenancy agreement**

16.4 If we want to change anything in your tenancy agreement (other than in the rent or other charges — see section 5 of this agreement), we will write to you to tell you about what we want to change and how it could affect you. We will then invite you to tell us what you think about your changes.

16.5 If you contact us about our notice, we will take your comments into consideration when we are thinking about making changes to the conditions of the tenancy agreement. Once we have decided exactly what we will change, we will send you a notice of variation that tells you the new conditions and the date that they will come into force.

This document contains information about your tenancy conditions.  
If you would like to have it translated into your own language,  
please call **020 8591 0050**.

### **Albanian**

Ky dokument përmban informacione mbi kushtet e kontratës tuaj të qirasë. Nëse e doni të përkthyer në gjuhën tuaj, ju lutemi telefononi **020 8591 0050**.

### **Bengali**

এই কাগজটিতে আপনার বাড়িভাড়ার শর্তগুলো রয়েছে। আপনি যদি আপনার নিজের ভাষায় এর অনুবাদ চান, তাহলে অনুগ্রহ করে 020 8591 0050 নম্বরে টেলিফোন করুন।

### **French**

Ce document contient des renseignements sur vos conditions de location. Si vous désirez en recevoir une traduction dans votre langue, veuillez appeler le **020 8591 0050**.

### **Lithuanian**

Šiame dokumente yra informacija apie jūsų nuomos sąlygas. Jeigu jūs norėtumėte jo vertimo savo kalba, prašome skambinti **020 8591 0050**.

### **Portuguese**

Este documento contém informação acerca das suas condições de arrendamento. Se desejar que seja traduzido para a sua língua, por favor telefone para o **020 8591 0050**.

### **Punjabi**

ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿਚ ਤੁਹਾਡੀ ਕਿਰਾਏਦਾਰੀ ਦੀਆਂ ਸ਼ਰਤਾਂ ਬਾਰੇ ਜਾਣਕਾਰੀ ਦਿੱਤੀ ਗਈ ਹੈ। ਜੇ ਤੁਸੀਂ ਇਸਦਾ ਅਨੁਵਾਦ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਕਰਾਉਣਾ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਮਿਹਰਬਾਨੀ ਕਰਕੇ **020 8591 0050** ਤੇ ਫ਼ੋਨ ਕਰੋ।

### **Somali**

Dokumantigan waxaa ku qoran warar ku saabsan sharuudaha heshiiska ijaarkaaga. Hadii aad rabto in laguugu soo turjubaano luqadaada, fadlan soo wac **020 8591 0050**.

### **Swahili**

Makaratasi haya yana maelezo kuhusu masuala yako ya upangaji. Kama unataka makaratasi haya yatafsiriwe kwa lugha yako, tafadhali piga namba hii **020 8591 0050**.

### **Turkish**

Bu belgede kiracılık koşullarınızla ilgili bilgiler yer almaktadır. Bunun Türkçe'ye çevrilmesini istiyorsanız, lütfen **020 8591 0050** numaraya telefon ediniz.

### **Yoruba**

Ìwé yi n so nipa ohun tí o wà nidi ìyálégbé yin. Tí e bá fe ìwe na ni èdè abíníbí yin, e pe **020 8591 0050**.

London Borough of Barking and Dagenham  
Phone. 020 8215 3000

Out of hours emergencies only  
Phone 020 8594 8356  
Fax. 020 8227 3470  
E-mail. 3000direct@lbbd.gov.uk  
Website. www.lbbd.gov.uk



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