

# Your Tenancy Agreement



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# 1. DEFINITIONS

**This section sets out the meaning of some of the words used within this tenancy agreement.**

**Allocations Scheme** – The council’s allocations scheme (as amended from time to time) setting out how it lets its homes. A copy is available on the council’s website.

**Anti-social behaviour** - Behaviour or conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home.

**Assign/Assignment** – A method for transferring your tenancy to someone else, including by way of mutual exchange with another tenant.

**Communal areas/ Common Parts** – All parts of the property which are shared with other residents, for example, shared hallways, shared stairs, shared landings, shared gardens.

**The council** – Harlow District Council; also includes officers of the council and agents or contractors acting on the council’s behalf.

**Family member** – The definition of family member is that set out in section 113 of the Housing Act 1985, unless stated otherwise.

**Fixtures and fittings** – All appliances and furnishings (not removable furniture) including those for supplying or using gas, electricity and water.

**Improvement** – Any alteration, addition or structural alteration to your home to make it better or to change it that is made by you or on your behalf, which was not there when you moved in. For example, additional building work inside or outside your home, the erection of aerials or satellite dishes, the installation of new kitchens or bathrooms or fires etc. This also includes new or replacement sheds and/or fences.

**Introductory tenancy** – An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. An “introductory tenant” is a tenant under an introductory tenancy, and the “introductory period” is the duration of the introductory tenancy (usually one year, but this can be extended in some circumstances).

**Joint tenancy** – any tenancy awarded to 2 or more persons.

**Legislation** - A law or a set of laws that have been passed by Parliament; this includes Acts of Parliament (such as the Housing Act 1985) as well as Codes, Orders, Regulations and Rules.

**Locality** – The local area where you live. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations and may include local shops, and facilities, for example schools, and open spaces.

**Lodger** – A lodger is a person who lives in your home but does not have exclusive rights to any part of it.

**Personal property** – All personal items which belong to you or a member of your household including curtains, furniture and floor coverings such as carpet.

**The property/your home** – The dwelling house, flat, maisonette or other dwelling in which you live, including any garden or land which is for your use exclusively, but excluding any communal areas.

**Secure tenancy** – In the context of this tenancy agreement this means a secure periodic weekly tenancy granted under the Housing Act 1985. A “secure tenant” and other similar terms should be construed accordingly.

**Sub-let/sub-tenant** – Letting another person (called the sub-tenant) live in all or part of your home. You are not allowed to sub-let the whole of the property and may only sub-let part of the property with the council’s prior written permission.

**Succession** – When a tenant dies, and either the existing tenant or someone else living at the property, such as a spouse or family member, takes over the tenancy.

**Tenancy Agreement** – This agreement which is a legally binding contract. It consists of this booklet and your signed agreement.

**Terms and conditions** – Any or all of the sections of this tenancy agreement.

**Tort Notice** – Notice served under the provisions of the Torts (Interference with Goods) Act 1977.

**Written permission** – Confirmation in writing from the council giving you permission to do something. Any permission sought will not be unreasonably withheld but may be given subject to reasonable conditions and may be withdrawn if those conditions are not met. Permission must be given in writing to be valid permission and must be obtained prior to the carrying out of the action(s) for which the permission is sought.

**You/tenant** – The tenant and if you are a joint tenant, any one or all of the joint tenants.

**Your household** – You, your family and any other people living in your home including any adult family members, other adults, children under 18 years old, lodgers, sub-tenants and visitors to your home.

## 2. ABOUT YOUR TENANCY AGREEMENT

- 2.1 References to Acts and Regulations in this agreement are references to the legislation applicable at the date of this tenancy agreement or as subsequently amended, or such relevant legislation that is in force after repeal of the Acts and Regulations referred to herein.
- 2.2 References to council policies and procedures within this agreement are referenced to the policies and procedures that are applicable at the date of this tenancy agreement or as subsequently amended from time to time, or such relevant policies and procedures that are later introduced as they relate to this tenancy agreement.
- 2.3 This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. You should read the agreement and conditions thoroughly and keep them in a safe place. If there is anything you do not understand please contact your Housing Officer via Contact Harlow on 01279 446655 or seek legal advice before you sign this contract.
- 2.4 This tenancy agreement describes either your secure tenancy under the terms of the Housing Act 1985, or your introductory tenancy under the Housing Act 1996. Whichever tenancy you have, it is important for you to know your rights and responsibilities.
- 2.5 It is important you understand that if you break any of the terms or conditions of this agreement the council may take enforcement action against you. This could ultimately result in the termination of your tenancy and you and your household losing your home.
- 2.6 You are responsible for the behaviour of every person in your household including children and people living in or visiting the property. You are responsible for their behaviour in the property, in communal areas and in the locality around the property including shopping centres and other public areas.
- 2.7 Where any term or condition of this tenancy agreement requires you to get written permission from the council, such permission will not be unreasonably withheld, but it may be given subject to reasonable conditions and may be withdrawn if those conditions are not met and **must** be obtained prior to the carrying out of the action(s) for which the permission is sought.
- 2.8 TRUSTEES**
- Any tenancy given to someone under the age of 18 is conditional upon a responsible person signing this Agreement on their behalf as a trustee. That person accepts that any Notices or demands for payment served under this Agreement can be served on the trustee until the tenant reaches the age of 18.

## 3. TENANCY FRAUD

The council is committed to the identification and prevention of housing and tenancy fraud. Tenancy fraud is when a tenant provides false information to gain a property, sublets the property to someone else, or does not use the property as their only or main home.

The council will share relevant information with third parties for the purposes of preventing, investigating, and tackling tenancy fraud. When sharing personal information, we will comply with all aspects of the UK General Data Protection Regulations (GDPR) and the Data Protection Act (DPA) 2018.

Please see Clause 23 for further information about the council's obligations as a data controller, how the council will process your personal data and your rights in relation to the personal data we hold about you.

### 3.1 Tenant Identification

You agree to the council or its managing agents taking a photograph of you when signing for your tenancy. Copies of your photograph will be kept on your housing file. This is to assist the council in preventing housing fraud in relation to council properties.

#### 3.1.1 The council may conduct periodic home visits to the properties it rents to tenants. If requested by the council, you must provide proof:

- of your identity and the identity of anyone living with you; and
- that you are living in the property as your only or principal home.

### 3.2 False statements

You or someone acting on your behalf must not make a statement which:

- You know is false
- You thought could be false; or
- Involves you in any way supplying information which may deceive an officer of the council or its agents in allocating you this property.

### 3.3 Unlawful Subletting

Under the Prevention of Social Housing Fraud Act 2013 it is a criminal offence for a secure tenant to sub-let or part with possession of the property in breach of their tenancy agreement.

Section 7.3 of this agreement sets out your tenancy conditions in relation to sub-letting. Where a tenant breaches these conditions the council may seek possession of the property, and the council may also prosecute the tenant under the Prevention of Social Housing Fraud Act 2013, which could include seeking an unlawful profit order.

## 4. INTRODUCTORY TENANTS

If you have transferred to this property from another secure council tenancy, or from another registered social landlord then you will automatically be a secure tenant and should refer to section 5.

This section applies to introductory tenants only.

- 4.1 If you are an introductory tenant your tenancy agreement will be completed to show the date that your tenancy will become a secure tenancy, provided that there are no breaches of this Agreement.
- 4.2 An introductory tenancy is a **12-month trial period** (unless it is extended) to allow you to show that you can comply with the terms of a council tenancy. If you keep to the terms of this tenancy agreement, and the council has not started possession proceedings during the introductory period, then you will automatically become a secure tenant at the end of the introductory period.
- 4.3 If you do not comply with the terms of your introductory tenancy, the council has the right to extend your introductory tenancy by an additional six months. Before taking this action, the council will give you notice of its intention to do this, and you will have the right to request a review of the decision to extend your introductory tenancy.
- 4.4 If you do not comply with the terms of your tenancy agreement the council can also apply to the Court for a possession order and seek your eviction from the property. Before applying to Court, the council has to give you notice and tell you the reasons why it is evicting you and you will have the right to request a statutory review of the decision.

As an introductory tenant you have fewer legal rights than a secure tenant, and it is more straightforward for the council to evict you if you do not keep to the terms of this tenancy agreement.

- 4.5 While you are an introductory tenant you do not have the right to:
  - Take in lodgers
  - Carry out improvements to the property
  - Transfer the tenancy (other than by an assignment under Housing Act 1996 – see 7.1 below)
  - Exchange properties with another tenant
  - Exercise the Right to Buy the property.

## 5. SECURE TENANTS

This section applies to secure tenants only.

- 5.1 As a secure tenant you must comply with the terms and conditions of this tenancy agreement, or the council could take legal action against you.
- 5.2 While you are a secure tenant the council can only end your tenancy by applying to Court for an order for possession for any of the valid reasons set out in the Housing Act 1985 (these are called Grounds). The Court will only grant a possession order if the council can prove it has a valid reason to ask for possession. For some of the reasons, the council also must prove it is reasonable for the Court to make a possession order or that there is suitable alternative accommodation available for you, or both.
- 5.3 Before making an application to Court for possession the council will usually serve you with a Notice giving the reasons why it is seeking possession. You will have the chance to put your case to the Court if an application for possession is made. In limited circumstances the council may be able to apply to Court without serving a Notice first, for example if there has been serious anti-social behaviour or is an urgent risk to a person or property (this is not an exhaustive list).

### **Absolute grounds for possession**

- 5.4 In limited circumstances, specified within the Housing Act 1985, the council does not have to prove to the Court that it would be reasonable for the Court to make a possession order. These are known as Absolute Grounds for possession and apply if you or a member of your household have been proven to have committed certain criminal offences or anti-social behaviour. In these cases the council only has to prove the Ground to the Court. Before applying to Court under an Absolute Ground, the council must give you notice and tell you the reasons why it is evicting you and you will have the right to request a statutory review of the decision.

### **Right to buy**

- 5.5 In certain circumstances, you have the right to buy your home. You should contact the council via Contact Harlow on 01279 446655 if you want to know more about your right to buy.



## 6. JOINT TENANTS

- 6.1 If your tenancy is in joint names, you will both have equal rights and responsibilities under the tenancy agreement.
- 6.2 **If you hold a joint tenancy, either of you can end the tenancy by serving the council with a Notice to Quit. This will end the tenancy for both of you, regardless of who serves the Notice. In these circumstances the remaining occupant may not be entitled to remain in the property.**

A joint tenancy is a legal contract between the joint tenants and the council, and each tenant is jointly and individually liable for complying with the terms of the tenancy agreement. These obligations remain for so long as the joint tenancy exists, even where one tenant leaves the property.

Once a joint tenancy is entered into, the parties to the tenancy cannot simply be removed or amended by the council. In the event of one joint tenant leaving the property, both tenants should seek their own independent legal advice regarding the tenancy. In the event of a Notice to Quit being served by one joint tenant, the remaining occupant should contact their Housing Officer, as they may be entitled to accommodation under the provisions of the councils Housing Allocations Scheme.

## 7. ASSIGNMENT, MUTUAL EXCHANGE, SUB-LETTING AND LODGERS

### 7.1 Assignment

Assignment means transferring your tenancy to someone else. Secure and Introductory tenants have the right to assign their tenancy to another person **but only** in the limited circumstances as set out in the Housing Act 1985 and the Housing Act 1996, and **only** with the council's permission. Generally, you can only pass your tenancy to another person if:

- (a) A Court Order is granted in matrimonial proceedings;
- (b) You exchange properties with another council or Housing Association Tenant (a mutual exchange – see 7.2 below).
- (c) The other person (“the assignee”) is a person who would be qualified to succeed to the tenancy in the event of your death (see section 8 below).

Note: For an assignment to be legally effective under (b) and (c) above a formal **deed of assignment** must be used. More information on this process can be obtained from your Housing Officer.

## **7.2 Mutual Exchange**

- 7.2.1 If you are a secure tenant, you may have the right to swap your property (called a Mutual Exchange) with another tenant of the council, a housing association or another local council, but you must get the council's written permission first and the written permission of any other landlord authority. The council can only refuse permission or impose conditions on an exchange for the reasons set out in the Housing Act 1985.
- 7.2.2 If you exchange your property without the council's written permission, we may take legal action to evict you. You may not be able to return to your original property and may not be offered alternative housing.

## **7.3 Subletting**

Subletting means you granting a tenancy to someone else, or parting with possession of the whole, or part of the property.

- 7.3.1 You **must not** sublet or part with possession of the whole of the property to anyone else.
- 7.3.2 You **must not** sublet or part with possession of any part of the property unless you have first obtained the council's written permission.

If you breach this condition, you may lose your home and may also be subject to criminal prosecution under the Prevention of Social Housing Fraud Act 2013 (see section 3.3).

## **7.4 Lodgers (Secure Tenants only)**

- 7.4.1 If you are a secure tenant you may take in lodgers, and make a reasonable charge, providing your home does not become overcrowded under the council's Allocations Scheme definitions.
- 7.4.2 If you intend to take in lodgers, you must provide the council with details of the proposed lodgers.
- 7.4.3 You should be aware that you, and not the council, are responsible for making a lodger leave if you want to end the arrangement.

If you are in receipt of Housing Benefit or Universal Credit and you take a lodger into your home you must inform the relevant authority immediately, as this may affect any benefit you receive.

If you end your tenancy, or the council obtains a possession order ending your tenancy, your lodger and any other person residing at the property must vacate the property with you.

## 8. SUCCESSION

### 8.1 Succession

Succession means the transferring of your tenancy to another person in the event of your death. Whether there is a right of succession will depend on a number of factors, including:

- the type of tenancy held,
- whether the tenancy is a joint tenancy,
- the date that the tenancy commenced, and
- whether a previous succession has taken place.

#### 8.1.1 Joint tenants

If you are a joint tenant your tenancy will pass to the other joint tenant upon your death. **This will count as a succession.**

#### 8.1.2 Introductory Tenants

If you are an introductory tenant, your succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996.

In general, this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to:

- (a) Your husband, wife, or civil partner if they occupied the property as their only or principal home at the time of your death.
- (b) If you do not have a husband, wife, or civil partner the tenancy can pass on to a member of your family who occupied the property as their only or principal home at the time of your death if they also resided with you throughout the 12 months immediately before your death.

#### 8.1.3 Secure Tenants where the tenancy started before 1 April 2012

For secure tenancies which started before 1 April 2012, succession rights are those allowed by section 87 of the Housing Act 1985. In general, this means that on your death your tenancy may pass to:

- (a) Your husband, wife, or civil partner if they occupied the property as their only or principal home at the time of your death; or
- (b) If there is no such occupier, a family member if they occupied the property as their only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

#### 8.1.4 **Secure Tenants where the tenancy started on or after 1 April 2012**

For secure tenancies which started on or after 1 April 2012 succession rights are those allowed by section 86A of the Housing Act 1985. This means that on your death your tenancy may pass to:

- (a) Your husband, wife, or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if they occupied the property as their only or principal home at the time of your death; or
- (b) If there is no such occupier, under this tenancy agreement the council also gives the express contractual right to a family member if they occupy the property as their only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

8.2 If the **successor** to the tenancy is not your spouse, civil partner or person living with you as your spouse or civil partner, and the home is larger than reasonably required for them, the council may request that they move to alternative accommodation that is suitable for their needs, in line with the council's policies and the provisions of the Housing Act 1985.

8.3 If you succeeded to the tenancy, whether on the death of the previous tenant or by virtue of an assignment, there is no further right to succeed in the event of your death. In such circumstances the council **may** allow the person to remain in the property or provide them with alternative accommodation, depending on the circumstances, in line with its Succession Policy.

## 9. RENT

The rent you pay the council includes the property rent and any service charges which apply to your home, including any Housing Related Support Charge.

If your home has a heat meter, and your heating and hot water is provided by the council as part of a heat network, you are responsible for payment of these charges.

9.1 **You must** pay your rent and any other charges for the property.

Your rent is due every Monday and must be paid every week. You may pay for any longer period such as fortnightly, four weekly or monthly if you prefer, **provided that:**

- (i) these payments are agreed with your Rent Officer; and
- (ii) such payments are made **in advance**.

**However, you choose to pay, you must make sure that your rent account is clear at the end of each week.**

9.2 We may (if we consider reasonably necessary) provide the following services for which the tenant will pay a service charge, if applicable:

- Amenity Cleaning;
- Caretaking;
- Cleaning;
- Door Entry System;
- Grounds Maintenance;
- Landlords lighting;
- Housing Related Support (HRS)

The Housing Related Support service charge is a weekly charge payable by tenants living in supported housing schemes and contributes towards the cost of the contact and support provided by the Housing Support and Telecare Officers, monitoring and maintenance of the emergency alarm system and out of hours emergency response service.

9.3 We will provide you with quarterly rent statements detailing relevant changes and rent payments for that period.

- 9.4 If you are not in employment, or are on a low wage, you may be entitled to assistance with your housing costs through payment of Housing Benefit or Universal Credit or other financial support. If you believe that you may be entitled to financial support in paying your rent, it is your responsibility to:
- make a claim for the relevant financial support;
  - ensure that you provide all information required to enable your claim to be processed; and
  - notify the relevant authority of any changes of circumstances as required.
- 9.5 If you are **joint tenants** you are each responsible for payment of all of the rent and/or any arrears. The council can recover all rent, arrears and other associated charges from any individual joint tenant.
- 9.6 If you do not pay your rent, or persistently pay it late, the council may go to Court to obtain either:
- (i) a possession order requiring you to leave the property, or
  - (ii) a suspended or postponed possession order allowing you to remain at the property on condition that you make payments towards the arrears, or
  - (iii) any other order that the Court considers appropriate.

**If Court proceedings are issued, you may be ordered to pay the councils legal costs. These costs may be added to your rent account.**

- 9.7 If any money is to be paid to you by the council, for example as compensation for damage to your property or as a decoration allowance, the council reserves the right to pay that money to your rent account if you are in arrears.
- 9.8 You are also responsible for payment of other housing related costs, including existing Court costs, former tenant arrears and recharges which you owe from the past and have still not paid.

You should be aware that if you rent a council garage, the council may terminate your garage tenancy if you fail to pay the rent for your home, regardless of whether you are in breach of your garage tenancy conditions.

## 10. LIVING IN THE PROPERTY

- 10.1 **You must** live in the property as your only or main home. If you do not use the property as your only or main home the council will take action to end your tenancy.
- 10.2 **You must** tell the council, in writing, if you will be away from the property for more than 28 days (this is so that the council knows that you have not abandoned the property).
- 10.3 **You must** get the councils prior written permission if you intend to be away from the property for longer than three months.
- 10.4 Where either 10.2 or 10.3 above apply **you must** advise the council of:
- the date you intend to leave the property;
  - the date you intend to return;
  - arrangements you have made for payment of rent and for looking after the property;
  - an address and phone number where the council can contact you.
- 10.5 You must take all reasonable measures to ensure that when away from your home for any period of time that:
- the property is adequately secured to prevent unwanted access by people not invited by you to live there; and
  - the property is adequately heated at all times; and
  - you turn the water off at the mains if you will be away for a long period during cold weather; and
  - you make proper arrangements for the care and welfare of any animals at the property.

Where it reasonably appears that you have abandoned the property the council may change the locks and take any other appropriate steps to protect the property and dispose of any personal property left on the premises. The council may recharge you the reasonable costs of taking these actions.

- 10.6 **You must not** allow your premises to become overcrowded, as defined by the Housing Act 1985. You must advise the council of any additions to your household (for example any children born since the start of the tenancy).
- 10.7 If it is considered that you require the support or assistance of a Tenancy Support Officer, or other support provider, to maintain your tenancy, **you must** ensure that you co-operate and maintain regular contact with them.

## 11. ACCESS TO THE PROPERTY

- 11.1 **You must** allow the council, or its agents or contractors, access to the property (including accompanying land) at reasonable written notice (usually 24 hours) for the following purposes:
- (i) to carry out repairs, alterations, improvements and maintenance work to the property or a neighbouring property;
  - (ii) to carry out annual gas safety checks and servicing;
  - (iii) to carry out any other safety checks or surveys as required;
  - (iv) to inspect the condition of the property;
  - (v) for other management purposes in connection with your tenancy. This may include (but is not limited to) carrying out of tenancy audits, investigating allegations of illegal occupation, dealing with complaints of anti-social behaviour or neighbour disputes.
- 11.2 If you live in a supported housing scheme we may access your property by forced entry and without notice to you if, after having tried to contact you, we are concerned for your welfare or if you have used your alarm system to indicate that you need emergency assistance.
- 11.3 **You must not** allow an accumulation of personal property to prevent or obstruct any inspection, or repair works conducted by, or on behalf of the council or its agents or contractors. This includes belongings stored in loft areas or other storage areas.
- 11.4 **ACCESS IN EMERGENCIES**  
In cases of emergency, such as gas, water or sewage leaks, where buildings or electrics are unsafe or where there are welfare concerns, the council may enter the property **without** giving you written notice and, if necessary, by force, and whether you are there or not, in order to inspect the property and carry out any repairs required to deal with the emergency.
- If the council does have to force entry, we will ensure that your property is left secure and in a safe condition.

You may be charged for any reasonable costs incurred in gaining access to, or securing, the property unless you have a good reason for not allowing us into the property.



## 12. LOOKING AFTER THE PROPERTY

- 12.1 **You must** keep your home clean and tidy and ensure that it is decorated to a reasonable standard.
- 12.2 **You must** take reasonable steps to keep the property free from rats, mice, insects and other pests.
- 12.3 **You must** keep the property, or communal areas, free from any build up of belongings or rubbish which may amount to a fire and safety risk or may put your own or other people's health at risk.
- 12.4 **You must** not store or accumulate rubbish in your home including lofts sheds, personal and communal gardens.
- 12.5 **You must** ensure that the floors of the property are covered with carpets or suitable floor covering to prevent unnecessary noise nuisance.
- 12.6 If your home is a flat above the ground floor **you must** obtain the councils written permission **before** installing laminate or slot and groove wooden flooring in your home. If such flooring is laid without written permission the council may require you to remove it.
- 12.7 If written permission is granted for the installation of laminate or slot and groove wooden flooring, this will be subject to you installing adequate insulation to the council's satisfaction to prevent noise transferring to neighbouring properties.

Should written permission be granted for the installation of laminate or slot and groove wooden flooring, but the council subsequently decide that the flooring contributes to noise nuisance to neighbours, the council may require you to remove it. In such cases the council will not be liable for any costs of its removal or its replacement.

Should works need to be carried out to your home which requires any laminate or slot and groove wooden flooring to be removed, or lifted, the council will not be liable for the cost of its repair, replacement or re-installation.

Should you choose to install laminate or solid wood flooring within your home it is your responsibility to ensure you obtain insurance cover for these items. Some insurers do not consider these as "contents" and therefore may not cover them under your own standard contents insurance policy. For example, the council's tenant contents insurance scheme will not cover laminate or wood flooring. It is therefore the tenants responsibility to seek additional insurances for laminate/wood flooring.

The council's buildings insurance policy will not cover these items and any claim for this will be declined.

- 12.8. **You must not carry out any works** which may be unsafe or dangerous to anyone.
- 12.9 **You must not** erect structures such as sheds or garages anywhere on the property without having first obtained the councils written permission
- 12.10. **You must not** erect CCTV either on or within the boundaries of the property without having first obtained the councils written permission.

## 13. GARDENS

- 13.1 If the property includes a garden, **you must** ensure that you keep your garden tidy and free from rubbish and overgrowth. Lawns must be cut, and any hedges trimmed to a reasonable height. Trees, shrubs and hedges must be kept from overgrowing or overhanging into neighbouring properties or public areas so as to cause a nuisance.
- 13.2 You **must not** store rubbish, furniture, household appliances or any unsightly objects in your garden, or in any shared garden.
- 13.3 You **must not** cut down any trees or hedges without having first obtained the councils written permission. You must make paths safe and clear, and any garden or balcony must be kept clean and tidy.
- 13.4. **You must** ensure that any trees contained within the boundaries of the property are maintained so as not to cause a nuisance or danger to other persons, and so as not to damage any other property.

If you do not maintain your garden, the council **may** choose to do the work, but you will be re-charged the reasonable costs of any works carried out. Alternatively, the council can apply to the Court for an order requiring you to carry out the works or could take action to repossess your home. In these circumstances the Court would be asked to order you to pay the councils legal costs of such action.

## 14. ANTI-SOCIAL BEHAVIOUR AND HARASSMENT

We define antisocial behaviour as behaviour or conduct causing, or likely to cause, nuisance, annoyance, harassment, alarm or distress. Whenever necessary, we will take action against anti-social behaviour in or around the areas where we own properties. We consider this a high priority. We will work with other agencies (e.g. the Police) to deal with such behaviour.

**The council will** help if you report any nuisance, annoyance or harassment. We will investigate your complaint in accordance with our relevant policies and procedures and let you know what action we will take.

- 14.1 **You are responsible** for the behaviour of every person (including children) living in or visiting the property. You are responsible for their behaviour in the property, on surrounding land, in communal areas such as shared gardens, stairs, lifts, landings, entrance halls, bin stores or parking areas, and in the local area around the property, including shopping areas, bus shelters, playgrounds and other public areas.
- 14.2 **You (or anyone living with you or visiting the property) must not** act in any way which is, or is likely to cause nuisance, alarm or distress to any other person. This includes behaviour that is harmful, offensive or annoying, or interferes with the quiet enjoyment of any other person. Examples of nuisance include:
- Noise nuisance, such as loud music, loud televisions, shouting or arguing, banging doors at any time sufficient to cause a nuisance, but in particular between the hours of 23.00pm and 07.00am.
  - Using, or threatening to use, violence;
  - Offensive drunkenness;
  - Using foul and abusive language;
  - Selling or being in possession of illegal drugs, drug abuse and leaving drug related litter or needles;
  - Dog barking or fouling, or allowing your dog to cause a nuisance or annoyance to others in the locality.
  - Using the property for unlawful activity.
  - Playing ball games in the streets or close to somebody else's home in a manner which causes, or is likely to cause, a nuisance.
  - Damaging or threatening to damage someone else's home or possessions.
  - Graffiti of any kind.
  - Dumping rubbish.
  - Throwing rubbish or items from balconies or windows.
  - Displaying offensive material.
  - Using technology and/or social media to harass, alarm or distress a person residing, visiting or otherwise engaging in a lawful activity in the locality.

**This list is not exhaustive.**

- 14.3 **You (or anyone living with you or visiting the property) must not** harass any other person. Harassment is the deliberate interference with the peace, comfort, or safety of any person. Examples of harassment include:
- Insulting or abusive language or behaviour referring to someone's race, sex, disability, religion, sexuality or age, or any other actions or behaviours that meet the definition of a hate crime;
  - Using physical, mental, or emotional abuse against anyone;
  - Intimidating or threatening behaviour;
  - Making false or malicious complaints about the behaviour of any other person.

**This list is not exhaustive.**

- 14.4 **You (or anyone living with you or visiting the property) must not do any of the following:**
- Inflict domestic violence or threaten violence against any other person;
  - Use mental, emotional, racist or sexual abuse to make any member of your household leave the property.
- 14.5 **You, (or anyone living with you or visiting the property) must not** damage, deface or put graffiti on council property.

#### **Council employees/agents**

- 14.6 **You (or anyone living with you or visiting the property) must not** threaten violence against, harass, verbally abuse, intimidate, or cause nuisance or annoyance to any council employee or agent or contractor of the council at your property, in the locality of your property, in any council office or building or in any part of the council area. This includes all forms of communication including electronic communication and social media and/or encouraging any other person to carry out any of these actions on your behalf.

## **15. USE OF THE PROPERTY**

- 15.1 **You (or anyone living with you or visiting the property) must not** use the property, or any communal area, for any illegal or immoral purposes, including but not limited to:
- Selling, using, storing, manufacturing or growing illegal drugs;
  - Storing or handling stolen goods;
  - Keeping illegal or unlicensed guns or weapons within the property;
  - Prostitution.
- 15.2 **You (or anyone living with you or visiting the property) must not** run any trade or business from the property without having first obtained the council's written permission.
- 15.3 **You (or anyone living with you or visiting the property) must not** tamper with gas or electricity supplies or meters.

- 15.4 **You (or anyone living with you or visiting the property) must not** keep mopeds, motorbikes or mobility scooters inside your home or within communal areas (including but not limited to entrance halls, stairs, landings and communal gardens). If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must obtain the councils written permission first.
- 15.5 **You (or anyone living with you or visiting the property) must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.
- 15.6 **You (or anyone living with you or visiting the property) must not** obstruct any access to your home, or communal areas by leaving motorbikes, prams, pushchairs, bicycles, other mobility devices, domestic appliances, furniture, toys or any other objects there.
- 15.7 **You (or anyone living with you or visiting the property) must not** place personal belongings, furniture, furnishings (including rugs or carpeting) or other objects in communal areas.
- 15.8 **You (or anyone living with you or visiting the property) must not** interfere with security or safety equipment in multi-storey flats, communal blocks of flats, maisonettes or sheltered housing complexes.
- 15.9 **You (or anyone living with you or visiting the property) must not** interfere with lift systems, wedge lift doors open in multi-storey flats or use the lifts to transport mobility scooters or other machinery that could cause damage to the lift. The lift and associated areas are communal and therefore should be treated with respect.
- 15.10 **You (or anyone living with you or visiting the property) must not** jam, prop or leave shared entrance doors open, or fit any lock to any communal door.
- 15.11 **You (or anyone living with you or visiting the property) must not** throw food, refuse or any other object from any window, balcony or walkway.
- 15.12 **You must** dispose of your household rubbish by the manner we provide for you. **You must not** dump rubbish.
- 15.13 **You must not** leave rubbish outside the front of your property any earlier than the night before it is due to be collected.

- 15.14 **You (or anyone living with you or visiting the property) must not** smoke, vape or use e-cigarettes in any communal areas which are enclosed, or substantially enclosed (as defined by the Smoke Free (Premises and Enforcement) Regulations 2006), for example, landings, staircases, lifts etc.
- 15.15 **It is your responsibility to ensure** that you have sufficient storage within your home before purchasing or bringing any item to your home. Where items are placed in our communal areas, the council will take necessary steps to ensure the removal of items, which may include service of Tort Notices and/ or legal action for breach of this agreement.

## **16. PARKING AND VEHICLES**

- 16.1 **You (or anyone living with you or visiting the property) must not** park a vehicle anywhere on your property except on a “hardstanding” (a driveway or paved area intended for parking). You **must not** park a vehicle on your front garden or any grassed area.
- 16.2 **You (or anyone living with you or visiting the property) must not** park any vehicle such as:
- a caravan
  - a trailer
  - a motorhome
  - a boat
  - any vehicle you use for business (other than a car or bike) anywhere on the property, estate or on any other land we own without the council’s prior written permission.
- 16.3 **You (or anyone living with you or visiting the property) must not** park anywhere that would obstruct emergency services.
- 16.4 **You (or anyone living with you or visiting the property) must not** park on any garage forecourts or access roads, or in a way which obstructs access to any garage or hard standing.
- 16.5 **You (or anyone living with you or visiting the property) must not** undertake car or other vehicle repairs in a manner which causes a nuisance to others or park an illegal or unroadworthy vehicle on the land around the property, or on the roads within the locality of the property.
- 16.6 **You (or anyone living with you or visiting the property) must not** park a vehicle on, or drive across, grassed areas within the locality of the property.
- 16.7 **You (or anyone living with you or visiting the property) must not** drive across a kerb to access the property unless this has been lowered in accordance with the regulations of the Highway Authority.

## 17. KEEPING PETS

17.1 If you live in a house, bungalow or ground floor flat, with access to your own garden **you may** keep the following animals in your property **without the council's prior permission**:

- Up to two cats;
- One dog (except listed dangerous breeds);
- Any small, caged animal or bird normally kept as a pet, for example hamsters, guinea pigs, budgies and canaries; or
- Small fish in an aquarium.

**If you want to keep a higher number of the animals listed than is permitted above, a different type of animal than is listed above, or you live in any other type of property you must have first obtained the council's written permission to keep any animal.**

**If you live in one of the council's Sheltered Housing Schemes you must have first obtained the council's permission in order to keep any animal (aside from guide/hearing dogs). Your animal(s) must not be allowed into communal areas (i.e. common rooms, laundry rooms) in case they cause a nuisance or hazard to other residents.**

If you ask for the council's permission to keep animals, the council will consider your request based on its own merits. This would include such things as the size of your home and garden and the number of people living in your home as well as the type and number of animals you want to keep. The council will also consider any likely disturbance or nuisance to neighbours.

- 17.2 **You must** ensure that any animals kept within the property, or brought onto the property, are properly controlled and properly looked after and do not cause a nuisance or annoyance to any person.
- 17.3 **You must** ensure that cats or dogs are neutered, unless otherwise agreed in writing by the council, to prevent breeding and an increase in stray and unwanted animals, and that they are micro chipped to make it easier for them to be identified if lost. **Dogs must be micro-chipped and information kept up to date as required by the Microchipping of Dogs (England) Regulations 2015.**
- 17.4 **You must not** allow your animals to foul any of our properties, communal areas or surrounding land. You must not allow the accumulation of animal waste within your garden or on any council owned land and must clear up and properly dispose of any animal waste caused by your animals.
- 17.5 **You must not** keep any animal that is prohibited by law (e.g. Dangerous Wild Animals Act 1976 or Dangerous Dogs Act 1991).

- 17.6 **You or any member of your household are not permitted** to allow breeding of any animals in your home or to run a business breeding, selling or advertising for the sale of animals in or from your home.
- 17.7 **You must** keep your dog on a lead at all times while on council property, and in the surrounding areas.
- 17.8 **You must** remove any animal you do not have the council's permission to keep, or which causes a nuisance. **If you do not, the council may apply to the Court for an order requiring you remove the animal(s) or could take action to repossess your home. In these circumstances the Court would be asked to order you to pay the council's legal costs of such action.**
- 17.9 **You, members of your household or visitors must** ensure that any animals kept at your home do not prevent an employee, contractor or agent of the council or other lawful visitor to your property, from gaining access to your home, and that all animals are kept under control to allow such access and to fulfil the purpose of such access.

## **18. REPAIRS AND MAINTENANCE**

**The council will comply with its obligations under Section 11 of the Landlord and Tenant Act 1985 in relation to the Property and the Common Parts. This legislation requires the council to:**

- (a) **Keep in repair the structure and exterior of your home (including drains, gutters and external pipes).**
- (b) **Keep in repair and proper working order the installations of your home for the supply of water gas and electricity and for sanitation (including basins, sinks, baths and other sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).**
- (c) **Keep in repair and proper working order the installations of your home for space heating and heating water.**

**The council will** carry out repairs within a reasonable time. When you report a repair to us, we will tell you the target time for finishing the work. If you require a copy of your repair request this can be sent to you. The council's repairs priorities, scope of repairs and timescales can be located on the council's website and are reviewed annually.

**The council will** clear up after any repair and leave the property in a reasonable condition.

**The council has the right** to carry out repairs in the property, but we will try not to interfere with your home life. This is your right to 'quiet enjoyment'.



**The council has the right** to enter the property, using force if necessary and without notice to you, if there is a risk of anyone being injured in your home or if any other property is at risk of being damaged.

- 18.1 You are responsible for some repairs to the property. You can get details of the repairs, which are provided under the heading “Tenant Responsibilities” from Contact Harlow on 01279 446655 or via the council’s website: [www.harlow.gov.uk](http://www.harlow.gov.uk).
- 18.2 **You must** report to the council **as soon as possible** any repairs which are needed if it is the council’s responsibility to carry out those repairs.

If you do not report repairs as quickly as you should and this makes the problem worse or more expensive to repair or causes other problems which the council then has to repair, you may have to pay the council the extra costs involved.

- 18.3 **You must** carry out any repairs which are your responsibility within a reasonable time. If you do not, the council **may** choose to do the work and charge you for the reasonable costs of any works carried out or may apply to the Court for an order requiring you to carry out the works. In these circumstances the Court would be asked to order you to pay the council’s legal costs of such action.
- 18.4 **You must** repair any damage to the property including all fixtures and fittings, caused by you, any member of your household, someone you have allowed into the property, or any animals you own or allow onto the property. It will be your responsibility if you or anyone else living with or visiting you deliberately damages part of the property (including fixtures and fittings). If you change any fixtures or fittings you will be responsible for any future repairs to them

**This clause does not apply to repairs for which the council is responsible. However, the council will re-charge you if you, or anyone living with or visiting you, causes such disrepair and will not accept any liability for any losses suffered by anyone affected by disrepair arising in this manner.**

- 18.5 **You must not** make any improvements, additions, or structural alterations to the property without obtaining the council’s written permission first. **You must** make applications where appropriate for Planning Permission and Building Regulations compliance. Following completion of the works **you must** notify us to allow a final inspection of the works.
- 18.6 Any work you carry out **must** be carried out to the council’s specifications or to a specification approved by the council and must meet any and all applicable statutory and regulatory requirements. **You must** ensure that you have obtained any necessary planning permissions and building control approvals.

- 18.7 Any work or repairs you have carried out at the property **must** be carried out by a qualified and suitably experienced person and must not be carried out in a way that has, or could, cause damage to the property or a neighbouring property, or could cause harm, or a risk of harm, to any person.
- 18.8 You must tell us immediately if any damage to the property is likely to injure, harm or cause nuisance or annoyance to any person, or damage another property.

If you make any improvement, addition or structural alteration to the property without obtaining the council's written permission first we can require you to

- (i) return the property to how it was before, or
- (ii) carry out the works to a satisfactory standard

Should you fail to do this the council may choose to do the work and re-charge you for it, apply to the Court for an order requiring you to carry out the works, or could take action to repossess your home. In these circumstances the Court would be asked to order you to pay the council's legal costs of such action.

- 18.9 If the council needs to undertake any repair or improvement works to your home, you must provide the council's agents and/or contractors with clear access to all work areas required. You must remove any possessions, including lifting carpets, if requested to do so and ensure that the property is in a clean and tidy condition. The council may refuse to carry out works until such time as clean, clear, and unimpeded access to all work areas is provided.

### **TEMPORARY HOUSING DURING REPAIRS**

In certain circumstances it may be necessary for you to leave the property temporarily to enable repairs to be carried out. Depending on how long the repair is likely to take we may offer you temporary or alternative housing. **You must leave the property for the period we tell you.**

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

## 19. RECHARGES

You must pay any reasonable costs incurred by the council as a consequence of your breach, or failure to perform, any part of this agreement. Those things for which the council may re-charge include, but are not limited to:

- The costs of removing belongings (including animals) or rubbish from the property if you leave, or abandon the property or as a result of your breach of this agreement;
- The costs of carrying out repairs to the property due to damage for which you are responsible, your failure to maintain the property appropriately, or your neglect, or misuse of the property;
- The costs of rectifying any work to the property which you have carried out without the necessary prior written permission of the council;
- Changing locks and securing the premises if required due to your abandonment, neglect or misuse of the property, and/or as a result of the council having to force entry to the property due to your breach of this agreement;
- The costs for removal and storage of items from Communal areas following service of Notices under the Torts (Interference with Good Act) 1977 or any other relevant notice;
- The costs for carrying out garden clearance which is your responsibility;
- The costs for carrying out tree management which is your responsibility;
- The costs for carrying out environmental cleaning of both individual properties and communal areas where it is found to be your responsibility and/or as a result of your breach of this agreement;
- any other reasonable costs which the council incurs due to your breach of this agreement.

**This list is not exhaustive.**

## 20. ENDING YOUR TENANCY

If you do not live in the property as your only or main home the council will take action to end your tenancy by serving you with a Notice to Quit. This also means that you will no longer have a secure tenancy.

**If you wish to end your tenancy:**

20.1 **You must** tell the council in writing at least **four weeks** before you want to end your tenancy. This four-week period **must** end on a Monday. On the Monday your tenancy ends, **you must** return your keys to the Civic Centre before noon. If you return your keys later than this, we will charge you the full weekly charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to the Civic Centre before noon on the Tuesday after the holiday. We may, in exceptional circumstances, allow you to end your tenancy without giving four weeks written notice.

If you are Joint Tenants, a Notice to Quit served by either tenant will have the effect of ending the tenancy for both of you. In these circumstances you may not be entitled to remain in the property.

In the event of one joint tenant leaving the property, both tenants should seek their own independent legal advice regarding the tenancy. In the event of a Notice to Quit being served by one joint tenant, the remaining occupant should contact their Housing Officer, as they may be entitled to accommodation under the provisions of the council's Housing Allocations Scheme.

- 20.2 **You must** pay your rent and other charges up to the date of the end of your tenancy.
- 20.3 **You must** leave the property in a clean condition, take all your personal belongings and animals with you, and remove all rubbish and furniture from the property (including the garden).
- 20.4 **You must** leave the property, and the council's fixtures and fittings, clean and in a reasonable state of repair. **You must** remove any carpeting.
- 20.5 Before your tenancy ends **you must** remove any alterations you have made to your home for which we have not given you permission and you must repair any damage you have caused in doing this. Prior to your vacation we will inspect the property.

We will charge you the reasonable costs of removing any of your belongings that you leave behind, or for work that is necessary if you fail to leave the property clean and in a good state of repair. The council may also dispose of any personal belongings left in the property in accordance with the Torts (Interference with Goods) Act 1977 or the Local Government (Miscellaneous Provisions) Act 1982 and you may be charged for the reasonable cost of disposal.

- 20.6 **You must not** leave anybody living in your home when you move out, for example a lodger. If you do, we will take court proceedings to remove them from the property and ask the Court to order you to pay the council's legal costs.

## 21. BREACH OF THIS TENANCY AGREEMENT

This Tenancy Agreement is a legal contract between you and the council. If you breach the terms of this Agreement the council can take legal action against you, and your tenancy. The council may make an application to the Court for:

### (i) An Injunction Order

This is a Court Order requiring you to comply with the terms of this agreement. If you breach an Injunction order you will be guilty of contempt of Court and may be sent to prison. Examples of situations where the council may apply for an Injunction order would be if you failed to allow the council access to the property (as required under Part 11 of this agreement), or if you failed to keep your garden clean and tidy (as required under Part 13 of this agreement). However, the council may apply for an injunction order where you breach any of the terms of this agreement,

### (ii) A Possession Order

This is a Court order that requires you to leave the property and ends your tenancy. The council may apply to the Court for a Possession Order if you breach any of the terms of this agreement, or, if you are a Secure Tenant, on certain grounds as provided for in the Housing Act 1985.

If the council intends to apply for a Possession Order you will be served with a Notice explaining the council's reasons for taking this action.

If you are a secure tenant the Court will only make a possession order if a Judge considers it reasonable to do so, unless possession is sought under an Absolute Ground (see Section 5.4), or unless otherwise specified in legislation.

## 22. TENANT ENGAGEMENT AND INVOLVEMENT

As a council Tenant, you have the right to be involved in and influence decisions relating to the councils housing-related services, to help to ensure that the services provided are tailored to the needs of our customers. This includes:

- Development of the councils housing-related policies, and priorities
- Decisions regarding how services are delivered, including the setting of service standards
- Management of repair and maintenance services
- Scrutiny of the council's performance as a landlord, and
- Providing feedback, to help us improve the services we provide

22.1 You have the right to nominate yourself to be a member of the Housing Standards Panels or a Resident Inspector. You can obtain more information regarding these from Contact Harlow, on 01279 446655.

22.2 The council will publish an annual timetable of dates, times and locations for Housing Standards Panels and the Housing Standards Board via the council's website.

- 22.3 The council will publish its Housing Annual Report in the Spring edition of the Harlow Times magazine. Should you require a copy of this document, this can be made available from Contact Harlow on 01279 446655 or via the council's website **www.harlow.gov.uk**.
- 22.4 The council **does not** have to consult you about increases or decreases to the rent or other charges **but must** tell you in writing at least four weeks before any rent or other charges are changed.
- 22.5 The council **must** ask your views about making any other changes to this Agreement, and you will be told in writing if such changes are to go ahead.

## **23. SERVICE OF NOTICES**

- 23.1 Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the council notifies you that its address for service is Harlow District Council, Civic Centre, The Water Gardens, Harlow, Essex, CM20 1WG.
- 23.2 Pursuant to Section 196 of the Law of Property Act 1925 any Notice required by law to be served on the Tenant or Occupier shall be validly served if it is left at the property, or if it is posted to the address and not returned by the Post Office.
- 23.3 It is a term of this tenancy agreement that any Notice to Quit served on the Tenant or Occupier shall be validly served if it is left at the property.

## **24. THIRD PARTY RIGHTS**

Your home may (like many others) be subject to rights in favour of adjoining or neighbouring owners and occupiers. Some of these rights may have existed before we acquired the land on which your home is built; and some may have been granted by us when we disposed of the land in question, for example under the Right to Buy scheme. We will give you details if we know that any of these rights are to be exercised.

You must comply with any such right and must not obstruct, impede or interfere with anyone who enters upon your home in the exercise of such right. For example, a person may be entitled to enter upon your home in order to repair or maintain adjoining property.

## 25. DATA PROTECTION

You are required to provide us with certain personal data in order to enter into this agreement, which is a binding contract between you and the council, and we need to process this personal data in order to provide you with services under this contract and to comply with our contractual obligations. We also need to collect and process your personal data to comply with our statutory duties as a local authority social housing provider and provide you with other necessary services.

As a data controller, the council processes your personal data in compliance with the UK General Data Protection Regulation 2016/679 (GDPR) and the Data Protection Act 2018 which dictate how we collect, process and share the personal data we hold about you, as well as how long we retain it and your rights in relation to the personal data we hold.

The council is also under a duty to protect the public funds it administers and, to this end, may use your personal data for the prevention and detection of fraud. We may also share this data with other bodies responsible for auditing or administering public funds for this purpose.

For more information, please read the council's Data Matching information at <https://www.harlow.gov.uk/your-council/accessing-information/data-matching>

You can find out more about this within the council's General Privacy Notice and the Housing Services Privacy Notice available on the council's website at <https://www.harlow.gov.uk/your-council/accessing-information/privacy-notice> and <https://www.harlow.gov.uk/housing-services-privacy-notice>.