

## **CONTENTS**

- 1. About your Tenancy Agreement**
- 2. Introductory Tenants**
- 3. Joint Tenancies**
- 4. Assignment, Succession, Sub-letting and Lodger**
- 5. Rent**
- 6. Living in the property**
- 7. Access to the property**
- 8. Looking after the property**
- 9. Gardens**
- 10. Anti-Social Behaviour and Harassment**
- 11. Use of the property**
- 12. Parking and vehicles**
- 13. Keeping pets**
- 14. Repairs and maintenance**
- 15. Recharges**
- 16. Ending your Tenancy**
- 17. Breaching your Tenancy Conditions**
- 18. Tenant Involvement**
- 19. Service of Notices**
- 20. Third Party Rights**
- 21. Your Right to Buy (Secure Tenants only)**
- 22. Data Protection**

**This is an important legal document, which sets out your legal rights and responsibilities as a Council Tenant, and explains the actions that the Council can take if you breach these conditions.**

**You should read the tenancy agreement and these conditions thoroughly and keep them in a safe place. If you do not keep to these conditions you could lose the property.**

**If you have any queries regarding the contents of this document please contact your Housing Officer via Contact Harlow on 01279 446655.**

### **Tenant Identification**

You must 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.

### **Tenancies granted to person under the age of 18 years**

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.

## 1. ABOUT YOUR TENANCY AGREEMENT

There are two main types of Council tenancy.

- an **introductory** tenancy
- a **secure** tenancy

If you are an introductory tenant this 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.

An introductory tenancy is a **12 month trial period** to allow you to show that you are responsible to maintain a secure tenancy. To do this you must comply with the terms of this agreement, in particular the terms relating to:

- **Anti-Social Behaviour;**
- **Payment of rent; and**
- **Maintaining the property**

As an introductory tenant you have fewer legal rights than a secure tenant, and you may be evicted more easily than a secure tenant if you breach this agreement.

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.

## 2. INTRODUCTORY TENANTS

### 2.1 Becoming a Secure Tenant

Your Introductory Tenancy will automatically become a secure tenancy after 12 months unless, during the introductory period:

- (i) The Council has begun legal action to end your tenancy as you have breached your tenancy conditions; or
- (ii) The Council has extended the period of your introductory tenancy as you have breached your tenancy conditions.

### 2.2 Councils right to extend or end an Introductory Tenancy

If you do not comply with the terms of your introductory tenancy the Council may:

- (i) Extend your introductory tenancy by a further 6 months; or

(ii) Take action to end your tenancy

Before the Council takes either of these steps the Council must serve you with a Notice of Extension or Notice of Termination, giving its reasons for taking the action, and giving you the right to request a review of the Council's decision.

If a Notice of Termination is served, then the Council may apply to the County Court for a Possession Order to evict you from the property.

### 2.3 Rights of Introductory Tenants

As an Introductory tenant you **do not** have the right to:

- Take in Lodgers
- Carry out improvements to your home
- Exchange properties with another tenant
- Transfer the tenancy
- Exercise the Right to Buy the property

## 3. JOINT TENANTS

3.1 If your tenancy is in joint names you will both have equal rights and responsibilities under the tenancy agreement.

3.2 You should be aware that if you hold a Joint Tenancy, 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.

## 4. ASSIGNMENT, SUCCESSION, SUB-LETTING AND LODGERS

### 4.1 Assignment

Assignment means transferring your tenancy to someone else. Secure tenants have the right to assign their tenancy to another person but only in limited circumstances as set out in the Housing Act 1985, 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);
- (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 4.2 Succession).

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.

## 4.2 Succession

Succession means the transferring of your tenancy to another person in the event of your death.

If you die, the tenancy can be passed to:

- 1) your husband, wife or Civil Partner (provided that you did not succeed to the tenancy yourself, or obtain the tenancy through an assignment (as at 4.1 above)); or
- 2) another member of your family (person living with you as husband, wife or civil partner, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) **provided that the family member has been living with you continuously for the previous twelve months.**

If the successor to the tenancy is not your spouse, or 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 Councils policies and the provisions of the Housing Act 1985.

If you succeeded to the tenancy, following the death of the previous tenant, there is no further right to succession to another person in the event of your death. In such circumstances the Council may allow the person to remain in the property or provide them with accommodation, in line with its Succession Policy, but there is no further legal right of succession.

## 4.3 Subletting

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

You **must not** sublet or part with possession of the whole of the property to anyone else.

You **must not** sublet or part with possession of any part of the property unless you have the Councils written permission. Such permission will not be withheld unreasonably.

## 4.4 Lodgers

**You may** take in lodgers and make a reasonable charge.

If you intend to take in lodgers you must tell the Council the name, age and sex of the proposed lodgers.

If you are in receipt of Housing Benefit and you take a lodger into your home you must inform the Housing Benefit section 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.

## 5. RENT

The rent you pay us includes the property rent and any service charges which apply to your home.

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

Your rent and service charge is due every Monday and must be paid every week. You may pay two weekly or monthly provided that:

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

We will 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;

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

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

If you are not in employment, or are on a low wage, you may be entitled to assistance with your rent through payment of Housing Benefit. It is your responsibility to claim Housing Benefit if you believe you may be entitled to it. You must ensure that you provide all the information required to process your claim. Information, advice and application forms are available from Contact Harlow.

If you are **joint tenants** you are each responsible for payment of all the rent and / or any arrears. The Council can recover all rent, arrears and other associated charges from any individual joint tenant.

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 Council's legal costs. These costs may be added to your rent account.

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.

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.

## 6. LIVING IN THE PROPERTY

- 6.1 **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.
- 6.2 **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).
- 6.3 **You must** get the Council's written permission if you intend to be away from the property for longer than three months.
- 6.4 Where either 6.2 or 6.3 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.

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 changing the locks, securing the property and disposing of any personal property found on the premises.

- 6.5 **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 off the tenancy).
- 6.6 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.

## **7. ACCESS TO THE PROPERTY**

- 7.1 **You must** allow the Council, or its Agents, 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 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.
- 7.2 **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.

### **7.3 ACCESS IN EMERGENCIES**

In cases of emergency, such as gas, water or sewage leaks, or where buildings or electrics are unsafe the Council may enter the property **without** giving you written notice, 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.

## 8. LOOKING AFTER THE PROPERTY

- 8.1 **You must** keep your home clean and tidy and ensure that it is decorated to a reasonable standard.
- 8.2 **You must** take reasonable steps to keep the property free from rats, mice, insects and other pests.
- 8.3 **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 peoples health at risk.
- 8.4 **You must** not store or accumulate rubbish in your home.
- 8.5 **You must** ensure that the floors of the property are covered with carpets or suitable floor covering to prevent unnecessary noise nuisance.
- 8.6 If your home is a flat above the ground floor **you must** request the Councils permission before installing laminate or slot and groove wooden flooring in your home. If such flooring is laid without permission the Council may require you to remove it.
- 8.7 If 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 Councils satisfaction to prevent noise transferring to neighbouring properties.

Should 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 the costs of relaying it.

- 8.8. **You must not** carry out any works which may be unsafe or dangerous to anyone.
- 8.9 **You must not** erect structures such as sheds or garages anywhere on your property without the Councils written permission
- 8.10. **You must not** erect CCTV either on or within the boundaries of the property without obtaining the Councils written permission first.

## 9. GARDENS

- 9.1 If the property includes a garden, or shared 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.
- 9.2 You **must not** store rubbish, furniture, household appliances or any unsightly objects in your garden, or in any shared garden.
- 9.3 You **must not** cut down any trees or hedges without our written permission. You must make paths safe and clear, and any garden or balcony must be kept clean and tidy.
- 9.4 **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 Council's legal costs of such action.

## 10. ANTI-SOCIAL BEHAVIOUR AND HARASSMENT

We define antisocial behaviour as acting in a way that causes, or is likely to cause, harassment, alarm, distress or annoyance. Whenever possible 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. Police) to deal with such behaviour.

The Council **will** help if you report any nuisance, annoyance or harassment. We will investigate your complaint and let you know what action we will take.

- 10.1 **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.
- 10.2 **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 07.00 am;
- Using or threatening to use violence;
- Offensive drunkenness;
- Using foul and abusive language;
- Selling or possession of illegal drugs, drug abuse and leaving drug related litter or needles;
- Rubbish dumping;
- 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;
- Displaying offensive material.

This list is not exhaustive.

10.3 **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
- 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.

10.4 **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
- Use or threaten violence against, harass, verbally abuse or intimidate any Council employee or any of the Council's agents

10.5 **You,(or anyone living with you or visiting the property) must not** damage, deface or put graffiti on Council property.

## **11. USE OF THE PROPERTY**

- 11.1 **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.
- 11.2 **You (or anyone living with you or visiting the property) must not** run any trade or business from the property without the Council's written permission. Such permission will not be withheld unreasonably.
- 11.3 **You (or anyone living with you or visiting the property) must not** tamper with gas or electricity supplies or meters
- 11.4 **You (or anyone living with you or visiting the property) must not** keep mopeds or motorbikes inside your home or indoor communal areas (entrance halls, stairs, landings). If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must obtain the Council's written permission first. Such permission will not be withheld unreasonably.
- 11.5 **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.
- 11.6 **You (or anyone living with you or visiting the property) must not** obstruct any access to your home, or communal areas by leaving prams, pushchairs, bicycles, other mobility devices, domestic appliances, furniture, toys or any other objects there.
- 11.7 **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.
- 11.8 **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.
- 11.9 **You (or anyone living with you or visiting the property) must not** interfere with lift systems, or wedge lift doors open in multi-storey flats.
- 11.10 **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.
- 11.11 **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.

- 11.12 **You must** dispose of your household rubbish by the manner we provide for you. **You must not** dump rubbish.
- 11.13 **You must not** leave rubbish outside the front of your property any earlier than the night before it is due to be collected.
- 11.14 **You (or anyone living with you or visiting the property) must not** smoke in communal **enclosed** areas, for example, landings, staircases, lifts etc.

## 12. PARKING AND VEHICLES

- 12.1 **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.
- 12.2 **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 Councils written permission. Such permission will not be withheld unreasonably. We **will not** normally allow you to park more than two vehicles on our property.
- 12.3 **You (or anyone living with you or visiting the property) must not** park anywhere that would obstruct emergency services.
- 12.4 **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.
- 12.5 **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.
- 12.6 **You (or anyone living with you or visiting the property) must not** park a vehicle on, or drive across, grassed areas on the estate.
- 12.7 **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.

## 13. KEEPING PETS

13.1 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 Councils 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 any more than the animals listed above, or you live in any other type of property you must have the Councils written permission to keep any animal.**

**If you live in one of the Councils Sheltered Housing Schemes you must have the Councils permission to keep any animal (aside from guide / hearing dogs). Your pet 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 Councils 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, 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. Permission will not be withheld unreasonably.

13.2 **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.

13.3 **You must not** allow your animals to foul any of our properties, communal areas or surrounding land. You must clear up and properly dispose of any animal waste caused by your animals.

13.4 **You must not** keep any animal that is prohibited by law (e.g. Dangerous Wild Animals Act 1976 or Dangerous Dogs Act 1991).

13.5 You **must not** allow your animals to breed.

13.6 **You must** keep your dog on a lead at all times while on Council property, and in the surrounding area.

- 13.7 **You must** remove any animal you do not have the Councils 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, 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.**

Harlow Council recommends that all tenants ensure that their cats or dogs are neutered, 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. Further information on these procedures can be obtained from your local RSPCA branch. You may be entitled to assistance with the costs of these procedures.

## 14. REPAIRS AND MAINTENANCE

**The Council will** comply with its obligations under Section 11 of the Landlord and Tenant Act 1985. We will keep your home in good condition and repair and maintain the following:

**(a) The structure and outside of the building:**

This includes - roofs, walls, floors, ceilings, window frames, external doors, drains, gutters and outside pipes.

**(b) Kitchen and bathroom fixtures:**

This includes - basins, sinks, toilets, baths, electrical wiring, gas and water pipes, heating equipment and water heating equipment.

**(c) Any shared areas around your home including:**

This includes - stairs, lifts, landings, lighting, entrance halls, paving, shared gardens, parking areas and rubbish chutes.

**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 will** clear up after any repair and leave your home in a reasonable condition.

**The Council has** the right to carry out repairs in your home 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 your home, using force if necessary, if there is a risk of anyone being injured in your home or if any other property is at risk of being damaged.

- 14.1 You are responsible for some repairs to your home. You can get details of the repairs, which are provided under the heading "Tenant

Responsibilities” from Contact Harlow on 01279 446655 or via the Harlow Council website [www.harlow.gov.uk](http://www.harlow.gov.uk).

- 14.2 **You must** report to the Council as soon as possible any repairs which are needed if it is the Council’s responsibility to do 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.

- 14.3 **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.
- 14.4 **You must** repair and pay for any damage you have caused to your home by adding your own fixtures and fittings.
- 14.5 **You must not** make any improvements, additions or structural alterations to the property without obtaining the Councils written permission first. Following completion of the works you **must** notify us to allow a final inspection of the works.
- 14.6 Any work you carry out **must** be carried out to the Councils specifications and meet the appropriate building regulations. **You must** ensure that you have obtained any necessary planning permission.
- 14.7 **You must** repair any damage to your home or fixtures and fittings caused by you, any member of your household, someone you have allowed into your property, or any animal you own or allow onto the property.
- 14.8 **It will be your responsibility** if you or anyone else living with or visiting you deliberately damages part of your home (including fixtures and fittings).
- 14.9 If you change any fixtures or fittings you will be responsible for any future repairs to them.
- 14.10 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 anyone.
- 14.11 You must tell us immediately if any damage to your home is likely to injure anyone else.

If you make any improvement, addition or structural alteration to the property without obtaining the Councils 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 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.

14.12. If the Council needs to undertake any repair or improvement works to your home, you must provide the Council's contractors with clear access to all work areas required. You must remove any possessions, including lifting carpets, if requested to do so. The Council may refuse to carry out works until such time as clear access to all work areas is available.

### **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.

## **15. 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 recharge include:

- the costs of removing belongings from the property if you leave, or abandon the property;
- 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;
- The costs of rectifying any work to the property which you have carried out without the necessary written permission of the Council;
- changing locks and securing the premises if required due to your abandonment or neglect;
- any other reasonable costs which the Council incur due to your breach of this agreement.

## **16. 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:**

16.1 **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.

16.2 **You must** pay your rent and other charges up to the date of the end of your tenancy.

16.3 **You must** leave the property in a clean condition, take all your personal belongings and pets with you, and remove all rubbish and furniture from the property (including the garden).

16.4 **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.

16.5 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 your 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 will also dispose of any personal belongings left in the property.

16.6 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 Councils legal costs.

## **17. 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 7 of this agreement), or if you failed to keep your garden clean and tidy (as required under Part 9 of this agreement), but could apply to any term of the 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 the terms of this agreement, or, if you are a Secure Tenant, on certain grounds as provided for in Schedule 2 of the Housing Act 1985. These grounds are summarised below:

- If you are behind with your rent or you have not kept to your tenancy conditions;
- If you have caused a nuisance or annoyance to your neighbours or you have been convicted of using your home for illegal purposes;
- If you have threatened violence or been violent towards a person living with you;
- If you have caused damage to your property because you have neglected it, or if someone living with you has caused any damage and you have not taken reasonable steps to remove them;
- If you obtained the tenancy by fraud;
- If your home was given to you on a temporary basis while we were carrying out repairs on your main home and:
  - You were a secure tenant of the previous home; and
  - You accepted the temporary tenancy on the understanding that you would move back into your main home when the repairs were finished and the repairs are finished and your property is available.
- If your home is overcrowded; \*
- If we need your home empty in order to carry out repairs, or we need to demolish or rebuild part or all of your home; \*
- If you were granted your tenancy in connection with your employment, which has now ceased, and the property is required to house a new employee;\*
- If your home is specially adapted or has special features which are suitable for a disabled person and:
  - There is no longer a disabled person living in your home; and
  - The property is required for a person who is disabled;\*
- If your home is one of a group of houses which the Council lets out to

- persons with special needs, and there is no longer a person with those particular needs living in the property, and the property is required for a person with those needs;\*
- If you succeeded to the property after the previous tenant's death, and you were not the tenant's husband or wife and the property is larger than reasonably required.\*

\* in these circumstances a possession order can only be made where alternative accommodation has been offered to you, and is available.

**If the Council intends to apply for a Possession Order you will be served with a Notice of Seeking Possession 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.**

## **18. TENANT INVOLVEMENT**

- 18.1 **You have the right to attend the Tenant Forums, Tenant Conferences, and to be a member of the Sounding Board and Tenancy Standards Panels. You can get information regarding these from Contact Harlow, on 01279 446655.**
- 18.2 The Council will tell you when Forums and Conferences are to be held.
- 18.3 The Council will send you a Housing Annual Report every year, telling you about the Council's work and performance. Should you require a full copy of this document, this can be made available from Contact Harlow on 01279 446655 or via the Harlow Council website [www.harlow.gov.uk](http://www.harlow.gov.uk).
- 18.4 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.
- 18.5 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.

## **19. SERVICE OF NOTICES**

- 19.1 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.
- 19.2 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.

- 19.3 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.

## **20. 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. 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.

## **21. YOUR RIGHT TO BUY (SECURE TENANTS ONLY)**

As a secure tenant you may be entitled to buy your home. If you are interested in buying your home you can contact either the Homeownership team or Contact Harlow on 446655.

## **22. DATA PROTECTION**

Harlow District Council undertakes that it will treat any personal information (that is data from which you can be identified, such as your name, address, e-mail address, etc) that you provide to us, or that we obtain from you, in accordance with the requirements of the Data Protection Act 1998.

However, Harlow District Council is under a duty to protect the public funds it administers, and to this end may use data relating to your tenancy for the prevention and detection of fraud. It may also share this data with other bodies responsible for auditing or administering public funds for these purposes. For further information see [www.harlow.gov.uk/data-matching](http://www.harlow.gov.uk/data-matching). Additionally Harlow District Council has a legitimate interest in making sure that utility charges are directed to those responsible and therefore personal data may be shared with utility companies.