

London Borough of Hammersmith & Fulham

Tenancy Agreement

This **tenancy agreement** is between:

- us, the **London Borough of Hammersmith and Fulham**; and
- you, the tenant or tenants named below. (Print full names)

Name 1 - _____

Name 2 - _____

This tenancy agreement is for the property at:

In summary, this tenancy is:

Tick Box

1. A **Secure Tenancy**. This tenancy does not have an expiry date.
Within the Secure Tenancy category is included Sheltered Housing Tenants who have the same rights as Secure Tenants except where set out in this document.
2. An **Introductory Tenancy**. It will last for one year from the date of this tenancy, which unless extended or ended, will automatically become a **Secure Tenancy** or a **Sheltered Tenancy**
3. An **Introductory Tenancy**. It will last for one year from the date of this tenancy, which unless extended or ended, will automatically become a **five year Secure Flexible Tenancy**.
4. An **Introductory Tenancy**. It will last for one year, unless extended or ended, will automatically become a **two year Secure Flexible Tenancy**.

Note 1: This tenancy agreement must be completed and signed by the proposed tenant(s) and the Council's representative. The name(s) and address on this page must be the same as set out in Part N of this document where there is more detail on the different tenancies.

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Part A Introduction to your tenancy agreement

Welcome to your tenancy with us. Council housing in Hammersmith and Fulham is a scarce and valuable resource with council rents being on average less than a quarter of equivalent rents in the private sector, making this agreement between you and us important.

This tenancy agreement sets out the basic conditions of your tenancy and explains what we, Hammersmith & Fulham Council are responsible for as your landlord, and what you are responsible for as our tenant. It also explains your rights as a tenant and ours as a landlord.

In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.

We will not interfere with your right to live in your home as long as you do not break any of the conditions of this agreement.

If this is a joint tenancy, each of you is responsible for keeping to all the conditions set out in this agreement. Even if one tenant leaves the home, the other tenant must still keep to these conditions which include continuing to pay the rent.

If this agreement says that you need our written permission to do something, we will not refuse to give you permission, delay in giving our permission, or withdraw it, unless we have good reason. For example, if we think giving you our permission will have an adverse affect on your home or your neighbours.

If this agreement says that we will charge you for example to carry out work or clear rubbish we will do so in line with our Recharge Policy which will be summarised in your Tenancy Support Pack.

If you break the terms of your tenancy agreement, we will take action against you. There is a range of legal action that we can take depending on what part of your agreement you have broken.

Your home may be at risk if you do not comply with the terms of the tenancy agreement.

There is more information on the conditions of your tenancy in your Tenancy Support Pack.

Part B Types of tenancy

1 Introductory Tenancy

- a If you have an Introductory Tenancy, your tenancy will last for a 12-month trial period. At the end of the trial period, your tenancy will become a **Secure Tenancy** or a **Secure Flexible Tenancy** provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of

your Introductory Tenancy we will carefully consider what action we will take and it is possible you will be evicted from your home. If this happens, it is highly unlikely that we will offer you another introductory tenancy elsewhere.

- b If we want to end your tenancy, or extend it for a further six months, we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate. You can ask us to review our decision to serve a notice.

As an Introductory tenant you do not have the same rights as a secure tenant. This means as an Introductory Tenant you are not allowed to:

- buy your home
- vote to change your landlord
- exchange your home
- take in a lodger, or
- make any alterations to your home

When you have successfully completed your trial tenancy you will then be allowed to have a Secure tenancy or a Secure Flexible tenancy.

2 Secure Tenancy

If you have a secure tenancy, we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy because you have broken any of the conditions of this tenancy agreement. However, we are not allowed to evict you from your home without proving our case in a court of law. If the court agrees with us, they will give us a court order that allows us to end your tenancy.

Within the Secure Tenancy category are sheltered tenants. This tenancy is for designated sheltered housing and is the same as a secure tenancy except:

- You are not allowed to buy your own home
- You can only exchange your home with another tenant who is eligible to have a sheltered tenancy
- We will not allow you to have lodgers or allow you to sublet part of your home.

3. Secure Flexible Tenancy

This tenancy is a secure tenancy (as above) but is for a fixed term. The term of your tenancy is set out in Part N of this tenancy agreement. During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy if you have broken any of the conditions of this tenancy agreement. 9 months before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide not to renew your tenancy we will give you 6 months notice.

Part C Your rights and responsibilities

For more information and advice on the following conditions please refer to your Tenancy Support Pack

1 Living in your home

You must live in your home as your only or main home. If you do not we will take legal action against you and you may lose your home.

2 Going away

If you are going away for longer than 3 (three) weeks, you must let your housing officer know. This is because we need to know how to contact you if necessary, and it will let us know you have not abandoned your home.

Tenants of sheltered housing need to tell us if you are away from your home for longer than 1 (one) week.

3 Running a business from your home

You can use your home to run a business as long as we give you our permission in writing. We will not refuse permission unless we feel that the business is likely to cause a nuisance or annoy other people, or damage the property. An example of a business we would allow is running your own one-person, desk-based business. Examples of businesses we would not allow include repairing & maintaining cars and selling cars and businesses involving machinery or other sources of noise.

4 Lodgers

A lodger is someone who lives with you and pays you rent.

Secure Tenants and Secure Flexible Tenants - You can take in a lodger but you must inform your housing officer before they move in.

Introductory Tenants - You cannot take in lodgers under any circumstances.

Sheltered housing tenants - You cannot take in lodgers under any circumstances.

5 Overcrowding

You must not allow your home to become overcrowded by allowing other people to live or stay with you.

Overcrowding is where the number of people living in your home is more than the law allows because there are not enough bed spaces for everyone.

The number of people in a household can both grow and reduce over time. If a property becomes overcrowded, tenants should not assume that this will entitle them to a larger home. Affordable family homes for rent that have three bedrooms or more are in short supply in Hammersmith & Fulham

6. Sheltered Tenants' Visitors

You are required to restrict overnight visitors to no more than 5 (five) nights in a week.

7. Subletting your home

Subletting means giving a tenancy to someone else and charging them rent.

- a** If you are a Secure Tenant or a Secure Flexible Tenant and want to sublet part of your home you must get written permission from your housing officer.

Introductory tenants and sheltered housing tenants cannot sublet part of their homes.

- b** You **must not** sublet **all** of your home. If you do we will take legal action against you to repossess your home. You will be in breach of this Agreement and committing fraud.

8. Tenancy Succession

Succession is where your tenancy passes on to someone after your death

Your statutory succession rights are set out in the Housing Act 1985 and can be summarised as follows:

- a** If you became a tenant **before 1 April 2012** when you die your tenancy will pass to your husband, wife or civil partner if they were living with you at the time of your death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. But does not include foster children.
- b** If you became a tenant **after 1 April 2012**, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.
- c** If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.

- d. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.

If a person who has been living with you does not have the statutory right to succeed to your tenancy we may use our discretion to allow a new Secure Flexible tenancy to be granted only in the circumstances set out in our Housing Allocation Scheme.

9 Transferring your tenancy

You have the right to transfer (assign) your tenancy to someone else if:

- we give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; **or**
- we have received a court order instructing us to transfer the tenancy.

Sheltered housing tenants can only transfer their tenancy to a person eligible to live in sheltered housing

10 Exchanging your home

You have the right to exchange your home with another council tenant or housing association tenant. You must get our written permission before you exchange, and we can refuse if you do not meet certain conditions set by law.

Sheltered housing tenants can only exchange with a person eligible to live in sheltered housing

Introductory tenants cannot exchange their tenancies.

11 The right to buy

If you are a Secure or Secure Flexible Tenant, you have the right to buy your home. The council has a range of other options available to help you which you can find in the Tenancy Support Pack or your housing officer or an officer from the home ownership team.

Introductory and sheltered housing tenants do not have the right to buy.

Part D Paying your rent and other charges

More information and advice on the conditions in this Part are given in your Tenancy Support Pack (not included with this draft tenancy agreement).

- a You must pay your rent, service charge, water rates and other charges (as set out at the **end** of this tenancy agreement) every Monday for the week ahead.
- b Service charges cover the cost of services we provide to you such as lifts, concierge services, door entry systems and cleaning.

- c You must also pay any rent or other charges you owe from a previous council tenancy.
- d If you have a joint tenancy, each joint tenant is responsible for paying the rent, service charge, water rates, and other charges. If one joint tenant moves out of your home, you will both still be responsible for the full weekly amount and any other amounts you owe us under this tenancy agreement.
- e If you do not pay any amount you owe us when it is due, depending on the circumstances, we will send you notice that we will apply for a court order so we can take back your home. If we do this you will then have to pay our legal costs and court fees on top of the full amount you owe us.
- f We can change the rent, service charges, other charges and water rates by giving you four weeks' notice in writing.
- g If you claim Housing Benefit, you must tell the Council team dealing with Housing Benefit (replaced in the future by Universal Credit) about any change in your circumstances. Any changes may affect the amount of Housing Benefit (replaced in the future by Universal Credit) you get and you must pay the difference.

Part E Repairs, improvements and alterations to your home

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

This section explains what we are responsible for and what you as the tenant are responsible for. It also summarises our obligations to you the tenant under the terms of Section 11 of the Landlord and Tenant Act 1985. We only accept the duties given to us by the Act and we do not accept any wider obligations.

1 Our repair and maintenance responsibilities

- a We will repair and maintain the structure and the outside of your home.
- b We will keep all fixtures and fittings in your home for the supply of gas, electricity, heating and hot water in repair and in proper working order. Fixtures and fittings are items in your home which cannot be removed – for example, water and gas pipes, electrical wiring, water tanks and boilers, radiators, baths, toilets, sinks.
- c In shared areas we will take reasonable steps to keep all lifts, lighting, door-entry systems, fire-safety equipment and other shared items in a reasonable state of repair. Shared areas include stairways, entrances and landings that you and your neighbours can use.
- d We will decorate the outside of your home and shared areas at regular intervals.

- e We will carry out repairs we are responsible for within a reasonable time, giving priority to urgent repairs.
- f We must carry out certain urgent or 'qualifying' repairs within a set time. Under the Right to Repair regulations, if we do not complete them within a certain time you may have the right to do the work yourself and charge us for the work (you can find details about these timescales and how to claim in your Tenancy Support Pack).

2 Your repair and maintenance responsibilities

- a You must tell us when a repair that is our responsibility needs to be done as soon as possible.
- b You and anyone living with or visiting you must keep your home, including its fixtures and fittings, clean and in good condition.
- c You are responsible for minor repairs and decorating inside your home. Details of what you are responsible for are given in your Tenancy Support Pack.
- d You must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, including normal day-to-day noise, could not and does not cause a nuisance to your neighbours.
- e You are responsible for any damage or repairs caused because you (or anyone living with or visiting you), have not looked after your home properly. If we have to carry out repairs to your home in these circumstances you will have to pay our costs. This does not apply to damage caused by fair wear and tear or vandals, as long as you reported the damage to the police and to us as soon as you found out about it.
- f You are responsible for looking after any keys for your home we have given you. If you lose any of your keys, you must inform us and you will have to pay for their replacement.
- g We may carry out repairs that you (or any other member of your household) cannot do because of your age or disability, because you are vulnerable, or in other special circumstances. You can get more information from your housing officer.
- h You must keep your home adequately ventilated to ensure that you do not cause condensation.
- i **We will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks. However, you are responsible for insuring your belongings in your home.**

3 Alterations to your home

Secure Tenants

- a** You must get written permission from your housing officer before you carry out any alterations to your home or shared areas. This includes putting up a satellite dish or an aerial, fitting security grilles or gates and laying wooden or laminate flooring.
- b** We will give our permission for you to make alterations to your home unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, we will do the necessary work and charge you our costs. We will not give permission for any changes that may affect the structure of the building, e.g., alterations to internal walls or structures in roof spaces.
- c.** Alterations to sheds, garages or other outbuildings should not be undertaken without our permission.
- d** If you have any work carried out in your home, you must make sure it is done by a competent and suitably qualified person. If we find out that work carried out to your home has or could damage your home or injure someone, we will ask you to put the matter right. If you do not solve the problem, we will carry out the necessary work and you will have to pay our costs.

Introductory and Secure Flexible Tenants must not carry out any alterations to their homes.

Part F Access to your home

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** If we need to get into your home (for example, to service your boiler), and it is not an emergency, we will give you at least 24 hours' notice. If we have given you notice but you do not let us in, we may force our way in if we think that there is a risk that your home or other properties could be damaged or people could be injured.
- b** In an emergency, such as a flood or suspected gas leak, we may have to get into your home without giving you notice. If we have to do this, we will make sure that your home is secure when we leave.
- c** We will repair any damage caused by us forcing our way into your home, unless we had to force our way in as a result of your carelessness or neglect.
- d** You must allow our employees and people we authorise into your home to:

- carry out an inspection
- carry out a gas safety check
- carry out an electrical safety check
- carry out repairs or improvements that may be necessary
- inspect a neighbouring property, or
- discuss any issues relating to your tenancy
- carry out a tenancy check.

Part G Health and safety

More information and advice on the conditions in this part G are given in your Tenancy Support Pack.

1 Our responsibilities for health and safety

Gas

- a** Under the Gas Safety (Installation and Use) Regulations 1998 once a year we must carry out a gas safety check of any gas appliances (and any additional appliances not installed by the Council) we have supplied in your home.

Fire

- a** Under the Regulatory Reform Fire Safety Order 2005, we will carry out a fire-risk assessments of all communal areas and review the assessments on a regular basis.
- b** We will install a battery-operated smoke alarm in your home at the start of your tenancy.
- c** If you ask us to, we will arrange for the London Fire Brigade to carry out a fire-safety check in your home.

Electricity

- a** We will check and test all electrical wiring and ensure it meets the relevant standards prior to the start of your tenancy.

Asbestos

- a** Under Control of Asbestos Regulations 2012, we will conduct a survey of the property prior to the start of your tenancy.
- b** We will manage and maintain any Asbestos containing materials if they are present in your property.

Water Hygiene

- a** We will manage and maintain all communal water tanks and pipework in the building and any water tanks in your home if one exists.

2 Your responsibilities for health and safety

Gas

- a** You must let our contractors into your home to carry out a gas-safety check each year. This is to make sure you or anyone else is not at risk of carbon-monoxide poisoning from a faulty appliance. We will give you written notice of when the check will be carried out.

- b** You must make sure any carbon monoxide gas alarm in your home is in working order and tell us if any are not working.
- c** You and anyone living with or visiting you must not interfere with any shared fixture or fitting for gas supplies.
- d** You must not carry out or allow any work that affects the gas supply in your home. Any work to repair, replace or install gas appliances must be carried out by a contractor on the Gas Safe Register and you must give us a copy of the certificate for the work.

Fire

- a** You must make sure any smoke or fire alarm in your home is in working order and tell us if any are not working.
- b** You must not keep any portable oil or bottled-gas appliance, or fuel for such appliances, in your home which includes store rooms, private and public balcony space. You must not keep any dangerous or flammable goods materials or substances in your home, apart from those used for general household purposes.
- c** You must take reasonable precautions to prevent fire damage in your home.
- d** You and anyone living with or visiting you must not smoke in any shared area, including shared balconies, lobbies and staircases.
- e** You must have written permission to store a motorised mobility scooter inside the communal parts of the building. You must not charge your mobility scooter in the communal parts of the building. Please request a risk assessment from the Health & Safety department if you use a mobility scooter. This is to make sure that the emergency services can get into your home easily in an emergency and does not compromise the safety of the communal area.

Electricity

- a** You and anyone living with or visiting you must not interfere with any fixture or fitting for electricity supplies.

Asbestos

- a** You and anyone living with or visiting you must not interfere with any fixture or fitting to the fabric of the building. If you suspect a material in your home contains asbestos, Please contact your housing officer for a home visit survey.

Water hygiene

- a** You must take reasonable precautions to prevent flood damage in your home.
- b** You and anyone living with or visiting you must not interfere with any shared fixture or fitting for water supplies.

General Safety

- a** You and anyone living with or visiting you must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.
- b** You must not store or leave any rubbish or items that could cause a nuisance or danger in your home, on your balcony, in your garden, shared areas or in any shed or garage you have been allowed to use. If you do, we will ask you to remove any items causing an obstruction. If you do not do this within a

reasonable period of time, we will remove them without further notice and you will have to pay our reasonable costs for doing this.

- c** You must keep all shared areas free from obstructions. So you must not keep any items that will block someone's access, or cause a health and safety risk, in corridors, landings, walkways, stairwells or any shared area. If you do, we will remove them and you will have to pay our reasonable costs for doing this.
- d** You must be considerate when you remove household recyclable and non recyclable waste and any items you no longer need. If we have to remove any of your household waste, personal belongings (including old furniture, mattresses, etc) or rubbish you have left in a shared or public area, you will have to pay our costs which will be charged in line with the Council's Recharges Policy.
- e** You must not alter, remove, damage or replace any safety device (such as window locks, security grilles, fire or security doors) either in your home or in shared areas.
- f** You must take all reasonable steps to keep your home free from rats, mice and other pests and report any infestation as soon as possible to the Council.
- g** You must tell us if you or a member of your household needs to use and keep medical gases or equipment in the home and this could prevent you from being able to leave the building quickly in an emergency.
- h** You must have written permission to store a motorised mobility scooter or wheelchair inside your home. This is to make sure that the emergency services can get into your home easily in an emergency.

Part H Responsibilities for gardens and shared areas

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** If we do not provide a caretaking service, you are responsible, with other tenants, for cleaning shared areas in the front, side and rear of your home. If you do not do this we will clean the shared areas and you will have to pay our costs.
- b** If you have a garden that only you and your household can use, you must keep it in a tidy and safe condition and free of rubbish and pests, so it does not become a health and safety risk or nuisance. If you fail to do this, we may carry out the necessary work and you will have to pay our costs.
- c** You must make sure that any trees or hedges in your garden are kept at a reasonable height and do not cause a nuisance to your neighbours or passers by.

- d** You are responsible repairing fences between private gardens. We are responsible for repairing or replacing fences next to public roads, footpaths, alleyways or communal gardens. If you fail to do this, we may carry out the necessary work and you will have to pay our costs
- e** You must not remove, alter, replace or plant any hedge, fence or tree in your garden without first getting our written permission. We will refuse permission for large hedges and trees if we think they may cause or become a nuisance.
- f** Where we provide a caretaking service, we will be responsible for maintaining a clean and tidy environment. How often we visit each block will depend on whether you live on a large estate or small independent block.
- g** Where possible we will provide recycling facilities on our estates.
- h** You should not erect any sheds or any structure in the garden without receiving written permission from your housing officer. You must not allow anyone to live in a garden shed or structure in the garden.

Part I Living in your home and your behaviour

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

This section tells you what we expect from you. **You are responsible** for:

- your behaviour
- the behaviour of your children, and
- the behaviour of anyone who lives in or visits your home; anywhere in the local area or in the Borough of Hammersmith and Fulham.

You are also responsible for any damage or nuisance caused by anyone living with or visiting you, including the cost of making good any damage which will mean you will have to pay our costs.

1 Harassment

You and anyone who lives in or visits your home must not cause, allow, threaten to cause or threaten to allow any type of harassment.

Harassment is where someone intends to harm or intimidate another person, including council staff and contractors. Examples of harassment include the following:

- Verbal or written abuse
- Threats
- Physical violence or assault
- Stalking

- Persistent or offensive phone calls, texts and/or emails including use of social media
- Knocking on doors and/or windows
- Sending indecent or abusive material
- Deliberate damage to property
- Graffiti

You must not behave in a way that targets members of identified groups because of their perceived differences. It is usually based on prejudice against a type of person for people because of their:

- race
- colour
- nationality
- ethnic background
- religious or political beliefs
- gender
- age
- pregnancy or maternity
- marital or civil partnership
- gender reassignment
- sexuality
- disability, or
- mental condition

This includes racial, disability, homophobic and sexual harassment.

2 Domestic violence and abuse

You and anyone who lives in or visits your home must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living with you. If you do, and that person or their children have to leave your home because of your behaviour, we may take legal action against you. This could result in us evicting you from your home.

3 General nuisance and behaviour

You and anyone who lives in or visits your home must not do the following:

- Threaten or use violence towards anyone in the Borough of Hammersmith and Fulham and/or in the local area, including council employees and contractors
- Anything that causes or is likely to cause a nuisance towards anyone in the Borough of Hammersmith and Fulham and/or in the local area
- Anything that disturbs the peace, comfort or convenience of anyone who lives in the Borough of Hammersmith and Fulham and/or in the local area.
- Play your television, radio or any music loudly in your home or in any garden or shared area

- Cook food using a barbeque on a balcony
- Burn rubbish on balconies, in private gardens or in any shared areas
- Damage property belonging to other people or the Council in the Borough of Hammersmith and Fulham and/or in the local area. This includes graffiti.
- Throw items from your balcony or window
- Dumping of household waste, personal belongings (including old furniture, mattresses, etc) or rubbish you have left in a shared or public area
- Ride motorcycles or mopeds in shared areas
- Use or allow others to use drugs or deal or allow others to deal drugs in your home, in the Borough of Hammersmith and Fulham and/or in the local area
- Use your home for any illegal purpose
- Plead guilty or be convicted of a serious offence in the Borough of Hammersmith and Fulham and/or local area
- Plead guilty or be convicted of a serious offence of violence against a person or against property (including criminal damage and offences such as arson or rioting), committed anywhere in the Borough of Hammersmith and Fulham
- Keep firearms and other weapons in your home.
- Keep dogs without the Council's permission (see Part J below).

4 Tenancy Fraud and Attempts at Tenancy Fraud

You and anyone who lives in your home must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes illegal subletting and knowingly making a false statement or withholding information in order to obtain a tenancy.

Part J Dogs, Pets and Other Animals

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** You must not keep any pet, animal, bird or reptile that is likely to cause a nuisance or could be a danger to anyone in the local area, including members of your own household.
- b** You must not allow your home to become unhygienic as a result of you keeping any pet, animal, bird or reptile.
- c** You must not allow your pets, animals or birds to damage any council property and you must remove and dispose of all animal mess hygienically.
- d** You must not feed pigeons, squirrels and other pests, either at your home, in any shared area or in the local area.
- e** You must not keep a dog without our written permission.
- f** You must not keep any dangerous dog.

- g** You must not keep a dog for breeding or fighting purposes.
- h** You or anyone walking your dog for you must keep it on a lead at all times when in shared areas and open spaces. If you live on an estate where there are byelaws relating to dogs, you must keep to those byelaws.
- i** If any animal belonging to you or anyone living with or visiting you causes a nuisance to anyone in the local area, we will ask you to remove it.
- j.** You must clear up any mess caused by your dog fouling shared areas and open spaces

Part K Parking

More information and advice on the conditions in this part K are given in your Tenancy Support Pack.

- a** You must not park any motor or electric vehicle, motorcycle, moped, scooter anywhere other than an official parking space or bay. If there is a local parking scheme, you must keep to the rules of the scheme.
- b** You must not undertake major repairs, maintenance or servicing of any vehicle in the local area (except for emergency repairs needed for you to take your vehicle to a garage). You and anyone living with you or visiting you must not repair any vehicles outside your home other than routine servicing to a vehicle registered with the Driver and Vehicle Licensing Agency (DVLA) at your address.
- c** You, anyone living with you or visiting you must not park any vehicle on a shared driveway or in a way that blocks other residents' homes or the road or causes a health and safety risk.
- d** If you have a driveway or carport you must not use it to store dilapidated vehicle or other rubbish which may be a nuisance.

Part L Consulting you, changing the tenancy agreement, and the information we keep about you

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** We will consult you about any changes we want to make to your tenancy agreement. Under the Housing Act 1985 we can make changes to the tenancy agreement as long as we consult you properly, take account of your views and give you four weeks' notice before the change happens.

- b** We will also consult you on any other matters relating to how we manage our housing if we think that those matters are likely to have a substantial effect on tenants.
- c** The Data Protection Act 1998 sets out how we can use and store your confidential details. The Data Protection Act 1998 also gives you certain rights relating to the information we hold. The main rights you have are:
- to see any information we hold about you (except information which identifies someone else); and
 - to ask for any us to correct any information that is wrong.

If you want to see a copy of the information we hold about you, contact your housing officer.

d Information Sharing

We keep a lot of information about you which we use to meet our responsibilities to manage your tenancy.

Regarding how we use information that we keep about you:

Staff and data processors The information you give us will be used by our staff and third parties who provide council services on our behalf.

Developing and testing business applications We may use the information you give us to maintain and improve the services which we deliver. This includes developing and upgrading the systems which we use to process your information

Corporate business intelligence We may share the information you give us with other council services for research and analysis purposes, to help us design the services we provide and to identify and contact residents who may benefit from them

Prevention and detection of fraud We may share and compare your information with other council services and other organisations to make sure the information is accurate, in order to protect public funds, recover debt and/or prevent or detect fraud. These other organisations include government departments, other local authorities and private sector organisations such as banks or organisations that lend money

Legal requirements

We will use all information held by us for the purposes of law enforcement, regulation and licensing, criminal prosecutions and court proceedings

Part M Ending your tenancy

More information and advice on the conditions in this part M are given in your Tenancy Support Pack.

1 If you want to end your tenancy

- a** You can end your tenancy by giving four weeks' notice in writing to your housing officer. Your tenancy must end on a Monday. We will expect any rent arrears to be settled when the tenancy ends.
- b** In exceptional circumstances we may allow you to end your tenancy with less than four weeks' notice (subject to rent arrears being settled), but you would have to agree this with your housing officer before you move out.
- c** If you are a joint tenant, one tenant can end the tenancy by giving us notice, and the tenancy will end for both joint tenants.
- d** When your tenancy ends, you must not leave anybody living in your home. If you do, we may take legal action to evict them and you would have to pay our legal costs.
- e** You must return all the keys to your home (including keys for shared areas) to your housing officer by 12 noon on the Monday your tenancy ends.
- f** When you move out you must take all your belongings and rubbish with you, leaving your home in a clean and tidy condition. If you leave rubbish and belongings in your home, we will remove them and you will have to pay our costs
- g** You are responsible for paying our costs, for removing and storing any items you leave in your home. We will store items for up to one month. If you do not collect the items within one month, we may remove them and you would have to pay our costs which will be charged in line with the Council's Recharges Policy. We may take all or part of the costs from any proceeds from selling the items,
- h** You must allow us to inspect your home and/or show potential new tenants around your home provided we have given you reasonable notice, before the end of the four week notice period.
- i** You must leave your home in a good condition. If you do not do this and we have to carry out works you will have to pay the cost.

2 If we want to end your tenancy

a If your home is not your only or main home or you have sublet all of your home, we will end your tenancy by giving you a 'notice to quit'. This will give you four weeks' notice, ending on a Monday.

b If we have to send you **any** notice, we can:

- deliver it by hand to your home
- give it to you personally, or
- post it to your home or the last address we have for you.

b Secure Tenant (which includes a Sheltered Tenant)

If we want to end your tenancy, we will give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and tell you the day the court proceedings will start. This will usually be four weeks after the date we issue the notice unless we want to evict you because of antisocial behaviour.

c Secure Flexible Tenant

A Secure Flexible Tenancy is a fixed term tenancy, which will be for either two years or five years, normally preceded by an introductory tenancy for one year. Where your tenancy is due to expire, we will review your tenancy 9 months before it is due to end. The criteria that we will use when carrying out the review is set out in our Tenancy Strategy. You must take part in the review or we will assume you do not want to stay in your home. We will take reasonable steps to make contact with you by visiting your home and writing to you. You should also seek to make contact with us.

We reserve the right to re-enter your home if:

(a) the rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

(c) You have breached the terms of this agreement; or

(d) any of the Grounds set out in Schedule 2 of the Housing Act 1985 apply.

This does not affect your rights under the Protection from Eviction Act 1977. We cannot evict you without a court having first made an order for possession.

We will tell you if we decide not to grant you a new Secure Flexible tenancy we will give you a notice 6 months before the end of the tenancy.

You can ask us to review our decision not to grant you a new tenancy.

We will serve a second notice giving to tell you that we are going to make an application to court for an order to evict you from your home.

c Introductory Tenant

If you are an Introductory tenant and we want to end your tenancy, or extend it for a further six months, we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate.

You can ask us to review our decision to end or extend your tenancy.

If you need help understanding any part of this agreement, you want a copy on audio tape, or you need a version in your own language, contact your housing officer.

Part N Signing your tenancy agreement

This **tenancy agreement** is between:

- us, the **London Borough Hammersmith and Fulham; and**
- you, the tenant or tenants named below. (Print full names)

Tenant 1 – _____

Tenant 2 - _____

Attach a
passport-size
photo of the
tenant.

Attach a
passport-size
photo of joint
tenant.

Tenant 1

Tenant 2

This tenancy agreement is for the property at:

In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.

Your tenancy is:

Tick Box

1. A **Secure Tenancy**. This tenancy does not have an expiry date.
Within the Secure Tenancy category is included Sheltered Housing Tenants.
2. An **Introductory Tenancy**. It will last for one year from (insert date)
() until (insert date), unless extended or ended. After this date it will automatically become a **secure tenancy**, or a **sheltered tenancy** unless we have started possession proceedings against you or extended your Introductory Tenancy.

-
3. An **Introductory Tenancy**. It will last for one year from (insert date)
(insert date) until (insert date), unless extended or ended. After this date it will automatically become a **five year Secure Flexible Tenancy**. We will review whether a further Secure Flexible tenancy should continue and this will take place 9 months before the end of your tenancy.

If following the review of your tenancy it is decided that your tenancy will end, we will give you 6 months notice to end the tenancy.

Unless your tenancy is extended it will end on: (insert date)

-
4. An **Introductory Tenancy**. It will last for one year from (insert date)
(insert date) until (insert date), unless extended or ended. After this date it will automatically become a **two year Secure Flexible Tenancy**. We will review whether a further Secure Flexible tenancy should continue this will take place 9 months before the end of your tenancy.

If following the review of your tenancy it is decided that your tenancy will end, we will give you 6 months notice to end the tenancy.

Unless your tenancy is extended it will end on: (insert date)

Your home is a bed-sit/flat/maisonette/house (delete as appropriate and has _____ bedrooms.

The maximum number of people who can legally live in your home is _____.
You must not allow your home to become overcrowded.

The people who will live in your home with you (your household) are named below.

Full name (please print)	Date of birth	Their relationship to you
--------------------------	---------------	---------------------------

1

2

3

4

5

Your weekly tenancy starts on Monday / / . You must pay us the following charges **every Monday in advance**.

We are encouraging tenants to pay their rent and other charges by direct debit. Further details setting out how and where to pay are given in your Tenancy Support Pack.

Rent	£
Service charge	£
Water rates	£
Other charges	£
Total due every week	£

A service charge is an amount you pay in addition to the weekly rent. This charge covers the cost of services we provide for tenants who receive extra services in shared areas such as lifts, concierge services, gardens in shared areas, door entry systems and cleaning on estates. There may be other services or facilities such as those provided in sheltered housing, e.g., shared lounge, laundry facilities, that are provided which that are not identified here.

This tenancy agreement is a legal contract between you and us. It sets out the conditions of your tenancy, and explains your and our responsibilities. You should read this agreement carefully to make sure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, you should ask for it to be explained before you sign it. You could get help from a solicitor, a citizens advice bureau or a housing advice centre

By signing this agreement you are confirming the following:

- You have read and understood this tenancy agreement and agree to the conditions set out in this document.

- All the information you have given us, and the information in your housing application form, is true and has not changed. It is a term of this tenancy agreement that you (or anyone acting for you) must not have knowingly made a false statement or withheld information on purpose from us in order to obtain a tenancy. We will take legal action against anyone we discover has obtained a tenancy falsely.

If this is a joint tenancy, both tenants must sign below.

Tenants' signatures:

Officer signing on behalf of the council/landlord or signature:

Date:

Payments you owe from a previous council tenancy

You are responsible for the full amount owed from your previous tenancy at:

Address _____

Full amount owed: £ _____

You must pay off that amount in instalments of £ _____ a week every Monday with your rent..

If you miss an instalment we may demand that the remaining debt is paid in full immediately. You can only change the amount of your instalments if we agree to the change. Any payments made will first be credited to your current weekly rent account and then to the debt from the previous tenancy.

By signing below you are agreeing to these conditions relating to your debt. If this is a joint tenancy, you must both sign below.

Tenants' signatures: _____

Hammersmith & Fulham Council

Officer's signature: _____

Date:

Specimen