

Conditions of Tenancy



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ISLINGTON
Islington Council Housing Services



**Homes for
Islington**

improving housing through partnership

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By signing your tenancy agreement you are agreeing to be a tenant of Islington Council and to be bound by these conditions. You are entering into a legal contract. This is an important legal document, which explains your legal rights and responsibilities as a council tenant and the grounds upon which your tenancy can be ended. Please read the tenancy agreement and these conditions thoroughly and keep them in a safe place. If you do not follow these conditions you could lose the property. For more information, please contact your area housing office or check your tenants' handbook.

These conditions apply to all council tenants.

You have a secure tenancy under the Housing Act 1985 (called the Act from now on). You have the right to live in the property and the council will not interfere unless you break any of these conditions. The council can only evict you with a Court Order if there are grounds under the Act for repossessing your home. These grounds are found attached to these tenancy conditions at Appendix 1.

1 Responsibilities Repairs and Maintenance

The council is responsible for the following. Keeping the structure and exterior of the property in repair, including;

- external walls, external doors, external window frames and sills;
- drains, gutters, external pipes;
- access paths and steps to individual properties;
- the roof and chimney (but not sweeping);
- the internal structure; and
- external decoration.

Keeping in repair and proper working order:

- installations for supplying water, gas, electricity and sanitation (but not services up to and including the gas and electric meters, which are the responsibility of your chosen service provider);
- installations for room and water heating fitted by the council; and
- lifts, rubbish chutes and shared lighting serving the building or estate, of which the property forms a part.

You are responsible for the following. Maintaining and repairing the inside of the property including:

- internal doors;
- internal glazing;
- internal fittings, including skirting boards, architrave to doors and windows, bath panels, toilet seats, plugs and chains to sinks and baths, curtain rails and pelmets;
- internal decorations and finishes;
- repairs to doors and drawers of kitchen units;
- letter boxes;
- items you or your family or visitors have damaged;
- repairs to your own improvements;
- replacing tap washers and plumbing installed for washing machines, dishwashers and so on;
- replacing light bulbs and fluorescent tubes; and
- having to change locks or replace keys. You can get security fobs from the area housing office but you will have to pay for them. We make sure that the lost fob can no longer be used.

If you don't carry out repairs that are your responsibility and failure to do these repairs is affecting the condition of your or a nearby property, the council may choose to carry out these repairs. If this happens the council may charge you for the cost of these repairs.

Making Good

If the council carries out repairs or improvements that involve damaging the decorations in or the property, it will make good the damage or offer a decorations allowance. This will only apply to the particular area of the property or part of the room that is affected.

Major Works

If the council decides that major work is necessary and that it is not possible to do this while you are still living in the property, the council will give you written notice that you need to move. You may need to move temporarily or permanently. If you refuse to accept an offer to move to temporary or alternative accommodation after a suitable offer of such has been made to you, your refusal will be deemed to be a breach of your tenancy agreement.

2 Consultation

Before varying this agreement, the council will consult you about any proposed change and consider your comments within a reasonable time. They will then let you know about the change. This does not apply to changes to your rent, rates, charges or other payments or services the council provides.

3 Rent

- We have given you details of the rent and other charges (such as water rates) you need to pay. You must pay these weekly, for the week to come, on or before each Monday. If you want to change this, the area housing office must agree this.
- The council can change your rent and other charges by giving you four weeks' written notice. The notice will give the date that the change will come into force. The council will give you only one week's notice of changes to charges for garage, car cage or parking spaces.
- If you do not pay your rent and other charges you could lose your home. Please contact your area housing office for help or advice
- You must also pay any rent charges or debts you owe for any previous homes where you held an Islington Council tenancy or license. The council will negotiate repayment arrangements with you.
- The council may treat any money it owes you as payment towards rent, debts or other charges you owe.

4 Ending the Tenancy

- You must end the tenancy by giving your area housing office four weeks' written notice. The tenancy will end on the Monday at, or immediately following, the end of the four weeks. In the case of joint tenants, if one gives notice, the notice will end the tenancy of them all with or without the permission of the other tenants.
- You must pay all rent and charges up to the date of the end of your tenancy.
- You must empty the property or all your belongings and make sure no-one remains living in the property. You must return all keys to the area housing office by 12 noon on the Monday after your tenancy ends. If you don't, you will have to pay the rent and other charges mentioned previously. You will also still have to follow the other conditions of your tenancy.
- You should leave the property in a clean condition, take all your personal belongings and pets with you and remove all rubbish from the property (including any garden area attached to it). The council will assume you do not want anything you leave behind and will get rid of it. The council will ask you to pay its costs in storing or getting rid of any belongings you leave behind.
- You must leave the property and the council's fixtures and fittings, clean and in as good a state of repair, as they were at the beginning of the tenancy. However you are not responsible for deterioration caused by fair wear and tear.
- The council will ask you to pay its costs in repairing any damage to the property, caused by you not using the property in a responsible way.

5 Assignment, Succession, Sub-letting and Lodgers.

- Assignment means transferring your tenancy to someone else. It is known as 'succession' when this takes place because the tenant has died. Assignment and succession can only take place under the limited circumstances allowed by the Housing Act 1985 and only then with the council's permission. Details can be obtained from your housing office or your Tenants' Handbook.
- Subletting means you granting a tenancy to someone else, or parting with possession of part of the property. You may not sublet or part with possession of the **whole** of the property.
- You can take in lodgers and make a reasonable charge.
- You may not sublet, exchange the tenancy, or part with the possession of part of the property unless you have the council's written permission, which we will not unreasonably withhold.
- When applying for permission to sublet, or if you intend to take in lodgers, you must tell the council:
 - a). the name, age and sex of the proposed sub tenants or lodgers;
 - b). details of any meals or other services you will provide; and
 - c). how much rent or lodgings you will charge. If the council asks you must refer the rent to the Rent Assessment Committee (Rent Tribunal) within one month.

6 Statutory Overcrowding

You must not overcrowd the premises in contravention of sections 324-328 and 330-331 of the Act. You must advise the council of any additions to your household, for example, any children born since the start of the tenancy. If other persons join your household they are not automatically accepted as permanent household members or as part of your tenancy. For more information please contact your area housing office.

7 Living in the Property

You must live in the property as your only or main home.

You must:

- tell the council if you are going to be away from the property for more than one month; and
- get the council's permission not to live in the property for longer than three months.

In either case you must tell the council in writing:

- the date you intend to leave.
- the date you intend to return.
- the arrangements you have made for paying the rent and for looking after the property; and
- the address and phone number where the council can contact you.

8 Looking after the Property

You must:

- take care of the property, including the council's fixtures and fittings, and make sure that your visitors and other people using or living in the property do the same;
- keep the property and any garden or shared area, clean and tidy, and not cause or allow any untidiness or dirtiness in the property or the estate;
- keep the property reasonably well decorated;
- tell the council as soon as possible about any problem that the council is responsible for repairing;
- repay the council the cost of any repair or replacement to the property or estate resulting from negligence, carelessness or misuse caused by you, a member of your household or a visitor to the property or estate; and
- keep noise down as much as possible (keep the floors of the property covered with carpets or suitable floor covering).

You must not carry out, cause or allow:

- a). alterations, additions or improvements to the property, its fixtures or fittings or the services to the property;
- b). an aerial or satellite dish to be put up on the outside of the property;
- c). decoration of the outside of the property; or
- d). the installation of laminate flooring to the property.

If you want to carry out this type of work, you must ask for the council's written permission. We will not unreasonably withhold permission.

You must also get any necessary approvals such as planning permission or building regulation approval.

Any agreed alterations to the property must be completed in a reasonable time and to a standard of workmanship and in accordance with other conditions contained in the council's written permission.

The council is not liable for any loss, damage of any alterations carried out by the tenant with or without the council's written permission.

All electrical work carried out at the premises, with the exception of minor works set out in the Electrical Regulations, Jan 2005, must be installed by a competent electrician and must have a certificate of compliance as per the Electrical Regulations (BS7671).

If the council does give permission for a satellite dish or aerial to be installed, you will be expected to take this down at your own expense to allow us to carry out any necessary repairs or improvement work to the property. If you do not do this, we will take it down and we may recharge you for the cost of this.

Permission will not normally be given for the installation of laminate flooring for tenants living in flats (unless it is a ground floor property).

9 Use of the Property

You must:

- use the shared areas, lifts and services in a reasonable way and make sure that people living in your property, and your visitors and guests, do the same.
- decorate the inside of your home and keep surfaces, walls, ceiling fixtures and fittings in a condition, which is reasonable.
- keep any private garden or other private area tidy and free from rubbish and overgrowth.
- make sure your home is clean so that it does not cause a nuisance to neighbours.

You must not, use or cause or allow to be used any parts of the property or estate for non residential purposes (for example, to run a car repair business) without the council's written permission. This means that:

- a). you should use your living accommodation only for living in;
- b). you should use a garage only for parking your own private vehicle; and
- c). you should use a store only for storing your own personal belongings.

10 Disposal of Rubbish

You must put household rubbish into the containers provided for this purpose. You must not dump rubbish on any area of the property or estate.

You must dispose of all large items of rubbish or household waste in a safe and appropriate way.

11 Access

You must:

You must allow the council's officers, agents or utility services (for example gas service contractors carrying out safety inspections) to come into the property at all reasonable times (after showing you an official identification card):

- to inspect the state of repair and condition of the property;
- to carry out repairs, alterations and improvements to the property, or to the block or estate of which the property forms a part;

- to carry out any safety checks, including servicing of gas appliances; and
- for other management purposes. These include but are not limited to, carrying out tenancy audits, investigating allegations of illegal occupation, dealing with complaints including responding to complaints of anti-social behaviour, neighbour disputes

The council must check any gas appliances regularly to make sure they are safe. We may be prosecuted if we do not do this. You could put lives at risk if you do not let us into your home when we ask to come in.

- You will get at least 24 hour's notice (except in an emergency, when you must give immediate access).
- If the council have asked to come into your home and you do not let us in we may ask the courts to order you to let us in.
- If there is an emergency, for example a gas or water leak or an electrical fault and the council need to get into your home immediately, we may need to force our way in without giving you notice.
- If the council do have to force entry we will make sure your home is left secure but we may charge you for the costs of forcing our way into your home.
- The council may carry out work as long as any disturbance caused is reasonable in the circumstances. Where necessary, the council may:
 - a). temporarily cut off services;
 - b). temporarily stop all rights of access to the property; or
 - c). permanently divert rights of access (such as paths or water pipes) as long as it is no less beneficial to the property. The council will tell you first or consult you (or both) as appropriate.
- You must allow neighbours and those working for them to come into the property at all reasonable times. They must give you at least 48 hours' written notice (except in an emergency), and must need to come in only to carry out reasonable inspections, repairs, alterations or improvements to their own property or services to their property, they must have the council's permission to do so and must put right any damage caused.

12 Anti-Social Behaviour and Harassment

You are responsible for the behaviour of every person (including children) living in or visiting the property. This includes responsibility for their behaviour in the property, on surrounding land, in shared areas (stairs, lifts, landings, entrance halls, paving, shared gardens, play areas and parking areas), and in the area around the property.

You, your friends and relatives, and any other person living in the property (including children), **must not:**

- do anything which causes or is likely to cause a nuisance or disturbance to anyone in the local area;

- do anything which interferes with the peace, comfort or convenience of other people in the local area;
- harass anyone in the local area because of their race, nationality, sexuality, sex, religion or belief, disability, age or anything else;
- harass or threaten to harass, or use or threaten to use violence, towards anyone in the local area;
- use or threaten to use violence towards anyone living in your property;
- harass or threaten to harass, or use or threaten to use violence, towards any employee or agent of the council
- cause any member of your household to leave your home because of domestic violence; or
- use the property for any illegal or immoral purposes, including but not limited to:
 - a). selling, using, storing, manufacturing or growing illegal drugs;
 - b). storing or handling stolen goods
 - c). keeping illegal or unlicensed guns or weapons within the property; and Prostitution.

Anti social behaviour includes but is not limited to:

- racist or homophobic behaviour, gestures and language;
- using or threatening to use violence;
- damaging and vandalising property;
- spraying or writing graffiti;
- loud music or making other loud noise;
- persistent arguing and slamming doors;
- noise or mess from pets;
- offensive drunkenness;
- dumping rubbish;
- setting fires;
- riding motorbikes or mopeds on anywhere other than on the road;
- repairing cars on estate roads or parking areas;
- obstructing any shared areas, doorways and other entrances or exits;
- throwing items from balconies or windows; and
- feeding pigeons, squirrels or wild birds.

13 Pets

You may keep the following animals in your property without 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, you must have the council's written permission.

You, your friends and relatives, and any other person living in your property (including children), **must not** let any animal kept or brought to your premises:

- foul in the shared areas or on roads, footpaths, grassed or play areas in the local area; or
- cause a nuisance to anyone living in, working in or visiting the local area.

If a pet or other animal causes nuisance to other people, the council will ask you to control your pet's behaviour, or remove it from the property.

14 Inflammable Materials

You **must not** have or use, or cause or allow anyone else to have or use:

- any inflammable materials in the property, shed or garage except those reasonably needed for normal domestic use; or
- gas cylinders or bottles in the property.

15 Parking

- You **must not**, without the council's written permission :
 - a). park a vehicle, trailer, caravan or similar object on any part of the estate;
 - b). keep a vehicle, trailer, caravan or similar object in any garage the council owns; or
 - c). allow any member of your household, sub-tenants or visitors to do so.
- If the council gives you permission to use a numbered parking space on any estate or a council garage, you must enter into a separate agreement with the council. This agreement will set out detailed conditions on using parking space or garage and tell you how much rent you must pay.
- You **must not** sell, rent or give away any parking space we provide.
- The council may remove without notice any vehicle, trailer, caravan or similar object parked on the estate which it considers:
 - a). is causing, or may cause, an obstruction to emergency vehicles;
 - b). is a risk to the safety of any person living in, working on or visiting the estate or his or her property; or
 - c). is left unattended despite advertised parking restrictions.
- The council may charge for the cost of removing any vehicle and will not be responsible for any loss or damage, no matter how it is caused.
- You **must not** park any unlicensed vehicle or heavy trade or large commercial vehicle on any part of the housing estate, nor cause or allow one to be parked there.



- You **must not** keep motorbikes or similar vehicles inside the property or in the shared areas.

16 Rights of Way

You **must not** cause or allow an obstruction to any rights of way, roads, footpaths or other access routes, either across the property, in shared areas or on the estate.

17 Service of Notices

- As well as any other methods allowed by law, any notice (but not limited to, a notice to quit or notice seeking possession) the council has to send you in connection with the tenancy or the property will be sent properly if addressed to you and left at the property, or your last known address.
- If you have to give the council written notice under this agreement, you must send it, or deliver it by hand, to the local area housing office shown on your rent statement or to the council's managing agent at it's main office.

18 Notice of disrepair

Where there is outstanding disrepair at the property for which the landlord is responsible, you **must** give the landlord notice of the disrepair as soon as possible by reporting the disrepair to the councils managing agent i.e. Homes for Islington (HFI Direct) or Partners for Improvement in Islington where applicable.

Appendix 1

Reasons for which the council may apply to repossess your home

1. You have failed to pay the rent.
2. You have broken the tenancy conditions.
3. You or another person living in the property has caused anti-social behaviour, harassment, nuisance or annoyance to neighbours.
4. A married couple or a couple living together as husband and wife lived in the property, and one partner has left because of violence or threats of violence by the other partner towards that partner or members of that partners family who lived at that property.
5. You or another person living in the property has been convicted of using the property for immoral or illegal purposes.
6. The condition of the property or shared areas has deteriorated due to something you or another person living in the property has done or failed to do.
7. You persuaded the council to give you the tenancy by deliberately providing false information.

8. The council gave you the tenancy temporarily while work was carried out your usual accommodation and that accommodation is now ready for you to move back.
9. The property is overcrowded within the rules outlined in Part IX of the Housing Act 1985.
10. The council intends (within a reasonable time) to demolish, rebuild or carry out work on the property or the building in which the property is situated and cannot reasonably do so without asking you to move out.
11. The property or part of the property is an area, to which an approved redevelopment scheme applies, and the council intends (within a reasonable time) to dispose of the property or part of the property.
12. The property is specifically adapted for a physically disabled person, and a physically disabled person no longer lives in the property, and the council wants to re-let it to someone who is physically disabled.
13. The property is part of a group of houses which are let to people with special needs because there are special facilities to assist them available in close proximity, and the accommodation is required for someone who has those special needs.
14. The property is larger than you reasonably need, and you only succeeded to the tenancy (delete 'only') as a member of the family (other than the married or civil partner) of the tenant who died. The council must apply to repossess the property between six and twelve months after the original tenant died.
15. The tenancy was assigned to you by way of exchange and you received a financial payment in connection with the assignment.
16. The property is a building held mainly for purposes other than housing and is required for the occupation of someone who is in the employ of the landlord.

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