

*Your Tenancy
Agreement*

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City of Westminster



Tenancy Agreement

Section 1 - Introduction

If you are a new city council tenant, you are an 'introductory tenant' for the first year of your tenancy. After that you become a 'secure tenant' unless we have gained possession of your home or we are trying to do so. However we will only do this if you break the tenancy conditions set out in section 2 on pages 2 to 11.

If you transfer from another of our properties, we will give you a secure tenancy unless you are an introductory tenant and you are still in the first year of your tenancy. In these cases your introductory tenancy continues at the new property until the end of the first year.

You will find more details about introductory and secure tenancies in the leaflet 'A Guide to your Introductory Tenancy' and in the Tenants' Handbook.

What type of tenancy do I have?

(Housing Officers tick the correct box)

- ◆ You have an introductory tenancy with us which we have given you under the Housing Act 1996. It will last for one year until ____/____/____. After this date it will automatically become a secure tenancy, unless we have started possession proceedings against you.
- ◆ You have a secure tenancy with us which we have given you under the Housing Act 1985.

Joint tenancies

If you have signed this agreement with someone else like your husband, wife or partner, you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for all of the conditions in part 2 of this agreement. This means that if one tenant leaves the home the other tenant must still keep to these conditions.

Please ask your Housing Officer if you have any questions about the type of tenancy you have.

Section 2 - The tenancy conditions

This section lists your tenancy conditions. They describe the rights and responsibilities you have as a tenant and those we have as your landlord.

In the tenancy conditions 'we', 'us' or 'our' means the Lord Mayor and Citizens of the City of Westminster, in other words the 'city council'. 'You' means you the tenant or, in the case of joint tenancies, you and the person you have signed this agreement with.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them.

Most of the tenancy conditions are the same for introductory and secure tenancies. However, some conditions only apply to introductory or to secure tenancies. We have highlighted these conditions in blue boxes.

Before we change this agreement, we will consult you through our tenants' consultation procedures. We have described these in the Tenants' Handbook.

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1 Your rent and other charges

- a You must pay your rent and other charges on time. The full charge is due on Monday every week. The cover of your rent book gives you details of how and where to pay these charges.
- b Your charge card shows the total weekly rent and other charges you need to pay each week. We will tell you in writing when your weekly charges change.
- c We may increase or reduce your rent. If this is going to happen, we will tell you in writing and give you at least four weeks' notice. We may change the other charges that you pay and will give you at least one week's notice of this.
- d If heating or hot water in your home are supplied from a shared boiler and the supply is interrupted, we will decide whether or not to give you a refund. A shared boiler is one which supplies more than one property in a block.
- e If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed.

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2 Repairs and improvements

Our responsibilities

- a** We are responsible for keeping the following items in good working order:
- ◆ the structure and outside of buildings including drains, gutters and pipes;
 - ◆ all fittings, pipes and connections supplying water, gas and electricity;
 - ◆ all equipment for sanitation including basins, sinks, baths and toilets; and
 - ◆ all equipment that provides heating or hot water.

If you live in a flat, we aim to keep the shared parts and services – entrances, halls, stairways, lifts, passages, chutes and lighting – clean and in a good state of repair.

If you or any member of your household or visitors cause any damage, you will have to pay the repair costs.

- b** We aim to decorate the outside of your home and the shared parts when necessary.

Your responsibilities

- c** You must let your estate office know when a repair that is our responsibility needs to be done. You can report a repair in writing or by visiting or phoning your estate office. If the repair is an emergency and the estate office is closed, you should contact the Emergency Link service. You will find details of this service in the Tenants' Handbook.
- d** You must keep your home, including its fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting your home do the same.
- e** You are responsible for minor repairs and decorations inside your home. You will find more details on this in the Tenants' Handbook.
- f** You must allow our officers and people we authorise into your home at reasonable hours to:
- ◆ inspect the state of repair of your home; and
 - ◆ carry out any work that may be necessary.

Unless it is an emergency, we aim to make and keep appointments for all inspections and repairs.

- g** In an emergency you must give our officers and people we authorise immediate access to your home.

- h** You must get our written permission before you carry out improvements or alterations to your home. You must apply for our permission, in writing, to your estate office and give full details of the work you want to carry out. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.
- i** You must not fix, place or display a satellite dish on, or from, any part of the building.

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3 Living in your home

- a You can take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for their and their visitors' behaviour, including any noise nuisance or damage they may cause.
- b You can sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your subtenant and their visitors, including any noise nuisance or damage they may cause.

c **Introductory tenants only**

You can only transfer your tenancy to someone else in the following circumstances.

- ◆ By a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996.
- ◆ To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place.

You may also be entitled to a new tenancy under the Right to Exchange, if you get our written permission.

The Tenants' Handbook gives more information on these.

Secure tenants only

You are only allowed to transfer your tenancy to someone else in the following circumstances.

- ◆ Under the Right to Exchange, with our written permission.
- ◆ By a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996.
- ◆ To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place.

The Tenants' Handbook gives more information on these.

- d** You, or any member of your household, may not run a business from your home without our written permission. You can ask for permission from your local estate office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.
- e** You must live in the property as your only or main home.

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4 Living with your neighbours

Our responsibilities

- a We will not interfere with how you use your home as long as you keep to the terms of this agreement and do not disturb your neighbours.
- b We will investigate any complaints of nuisance or harassment and take appropriate action.

Your responsibilities

- c You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors. This applies in your home and in the shared parts of the estate and surrounding area.
- d You and they must not do anything or threaten to do anything which causes or is likely to cause a nuisance or annoy someone else.

Examples of activities which cause nuisance and annoyance include, but are not limited to:

- ◆ loud noise from televisions and radios;
- ◆ loud music from music systems and musical instruments;
- ◆ noisy parties;
- ◆ too much noise from DIY;
- ◆ shouting and swearing;
- ◆ door slamming;
- ◆ dogs barking and fouling;
- ◆ dumping rubbish;
- ◆ vandalism and graffiti;
- ◆ noisy activities in shared areas;
- ◆ drunken behaviour in public places; and
- ◆ feeding pigeons.

- e You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason.

Examples of harassment include, but are not limited to:

- ◆ violence or threats of violence;
- ◆ using abusive words or behaviour;
- ◆ writing abusive graffiti;
- ◆ damaging property; and
- ◆ stalking any other person.

- f** You and they must not use your home or any shared area for any illegal activity such as using drugs, drug dealing or prostitution.
- g** You and they must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties.
- h** You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you, or they, damage.
- i** You and they must not interfere with security equipment, like door-entry systems and closed circuit television equipment, in shared areas. Doors must not be jammed open and strangers must not be let in without showing identification.
- j** You and they must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions.
- k** You and they must not assault or threaten any of our employees or agents or anyone else on the estate and the surrounding area.
- l** You and they must not break any of our regulations to do with your estate.
- m** You and they must not park on our property without authorisation. You and they must not block access points or obstruct emergency vehicles.
- n** You and they must not carry out non-routine car repairs, like paint spraying, or dump unwanted vehicles in shared areas.
- o** You and they must not keep a dog, bird or other animal in your home without our permission. The Tenants' Handbook gives details of when we will give permission.
- p** You must not keep liquid petroleum gas or any other flammable or explosive substance in your home or shared areas. You must also not do, or keep anything in these areas, which might affect the insurance of the property.
- q** If you have a garden, patio or balcony, you must keep it tidy. You must also keep emergency exits free from obstruction.

5 Ending your tenancy

When you decide to end your tenancy

- a** You must tell your estate office 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 estate office 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 estate office before noon on the Tuesday after the holiday.
- b** You must take all your belongings and leave the property and the fixtures and fittings in a reasonable state of repair.
- c** We will charge you for the cost 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.
- d** 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 get the costs of doing this back from you.

When we want to end your tenancy

e Introductory tenants only

We can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the tenancy conditions described in this agreement.

If you break your tenancy conditions, we will serve a 'Notice of Proceedings for Possession' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least four weeks after the notice was served.

If the notice we serve, is delivered to you, or sent to you by post at the property, we will consider that it has been served on you.

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Secure tenants only

We can only end your tenancy with a court order. We can only ask the court to grant a possession order if one or more of the reasons set out in the Housing Act 1985, exist. We have described these reasons in the Tenants' Handbook.

If one or more of these reasons does exist, we will serve a Notice of Seeking Possession on you. This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date that possession proceedings will start. This will be at least four weeks after the notice was served.

If the notice we serve, is delivered to you or sent to you by post at the property we will consider that it has been served on you.

g

When security of tenure has been lost

You must live in your property as your only or main home. If you do not do this, for example, if you abandon the property, we will take action to end the tenancy by serving you with a Notice to Quit. This condition gives us the right to serve this notice on your property if you cannot be traced for us to serve the notice on you personally. This will give you at least six clear weeks' written notice ending on a Monday. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the notice ends.

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