

# **London Borough of Lewisham Secure Tenancy Agreement**





# **LONDON BOROUGH OF LEWISHAM TENANCY AGREEMENT**

## **Introduction**

This agreement is a legal contract. It describes your rights and responsibilities as the tenant and our rights and responsibilities as the landlord. It is important that you read and understand this agreement before you sign it.

## **Definitions**

This is a secure tenancy within the meaning of the Housing Act 1985. The terms of this secure tenancy (the rights and responsibilities of both parties) are set out in this agreement.

This agreement is made between us (the London Borough of Lewisham) and you (the tenant) for the property described in this agreement (referred to from now on as your home).

The definition of the London Borough of Lewisham in this document includes all managing agents who manage homes or repair contracts on behalf of the Council.

The period of 'a week' in this agreement is from Monday to Sunday inclusive.

This tenancy agreement is a legally binding contract. The information contained in the information section is explanatory and does not form part of the contract.

All documents referred to in this agreement can be obtained from your local housing office.

## London Borough of Lewisham - Secure Tenancy Agreement

This agreement is made between you:

Tenant 1	
Tenant 2	

And us (the London Borough of Lewisham, your landlord) for the property at:

--

This is a secure tenancy under the Housing Act 1995 and the tenancy begins on Monday \_\_\_\_\_ for a week and then weekly until brought to an end.

The maximum number of people allowed to live in the property is:

--

In the case of joint tenants, the term 'tenant' or 'you' applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

All tenants should sign below after reading this agreement. If there is anything you don't understand in this agreement you should seek advice.

- The information I / we gave in my / our housing application or transfer application was and is still true.
- If I / we, or anyone acting on my / our behalf has given inaccurate or false information I / we understand this will be a breach of tenancy and I / we may lose my / our home.
- The persons named overleaf will live in the premises with me / us.
- I / we do not own any residential property elsewhere.

**I / we have been given an opportunity to read the terms and conditions of this tenancy agreement. I / we understand I / we should not sign it unless I / we are prepared to agree to keep to the terms and conditions.**

Tenant's signature		Date	
Tenant's signature		Date	

Signed on behalf of Lewisham Council

Signature		Date	
Office Address	Laurence House, Catford Road, SE6 4FN		

**Property details**

The property is a Flat (purpose built) / Flat (conversion) / Maisonette (purpose built) / Maisonette (conversion) / House / Sheltered housing.

**Garden details**

None / Shared / Sole use. A plan showing the garden that forms part of this tenancy is attached if applicable.

**Occupancy details**

Title	Last Name	First Name	Date of Birth	Relationship

**Rent details**

The weekly payments for your home (including any charge for services provided under this tenancy) at the start of this tenancy are:

Net rent	
Communal Heating	
Communal Lighting	
Caretaking	
Grounds Maintenance	
LinkLine	
Tenant Fund	
Water Charges	
Bulk waste collection/disposal	
Window cleaning	
Other	(where applicable to your home)
<b>Total Weekly Charge:</b>	

The terms of your tenancy agreement are set out in the following sections:

<b>Section 1</b>	<b>The Landlord</b>	<b>Clause</b>	<b>Content</b>	<b>Page</b>
		<b>1.1</b>	<b>Rent and other charges</b>	<b>7</b>
		<b>1.2</b>	<b>Varying the tenancy conditions</b>	<b>7</b>
		<b>1.3</b>	<b>Right of entry</b>	<b>7</b>
		<b>1.4</b>	<b>Serving notice</b>	<b>8</b>
		<b>1.5</b>	<b>Repair and maintenance</b>	<b>8</b>
		<b>1.6</b>	<b>Cleaning and estate maintenance</b>	<b>9</b>
		<b>1.7</b>	<b>Decorations</b>	<b>9</b>
		<b>1.8</b>	<b>Consultation</b>	<b>9</b>
<b>Section 2</b>	<b>The Tenant</b>			
		<b>2.1</b>	<b>Security of tenure</b>	<b>10</b>
		<b>2.2</b>	<b>Rent and other charges</b>	<b>10</b>
		<b>2.3</b>	<b>Occupying the property</b>	<b>11</b>
		<b>2.4</b>	<b>Use of your home</b>	<b>11</b>
		<b>2.5</b>	<b>Condition of your home</b>	<b>11</b>
		<b>2.6</b>	<b>Safety</b>	<b>12</b>
		<b>2.7</b>	<b>Rubbish and refuse</b>	<b>12</b>
		<b>2.8</b>	<b>Communal areas</b>	<b>12</b>
		<b>2.9</b>	<b>Repair and maintenance</b>	<b>13</b>
		<b>2.10</b>	<b>Decorations</b>	<b>14</b>
		<b>2.11</b>	<b>Alterations to your home</b>	<b>14</b>
		<b>2.12</b>	<b>Recharges</b>	<b>14</b>
		<b>2.13</b>	<b>Parking and vehicle repairs</b>	<b>14</b>
		<b>2.14</b>	<b>Pets</b>	<b>15</b>
		<b>2.15</b>	<b>Antisocial behaviour and harassment</b>	<b>15</b>
		<b>2.16</b>	<b>Domestic violence</b>	<b>16</b>
		<b>2.17</b>	<b>Criminal activity</b>	<b>16</b>
		<b>2.18</b>	<b>Threats and violence against staff</b>	<b>17</b>
		<b>2.19</b>	<b>Ending your tenancy</b>	<b>17</b>
<b>Section 3</b>	<b>Supporting information</b>			<b>19</b>

**LONDON BOROUGH OF LEWISHAM TERMS AND CONDITIONS OF TENANCY**  
(Rights and responsibilities of both parties)

**Section One – The Landlord**

**1.1 Rent and other charges**

We may, by serving four weeks notice in writing to you, alter your rent including the amount you pay for any of the charges that form part of your rent, and which are listed at the beginning of this agreement.

The total weekly charge payable shall be altered by the total amount set out in the notice.

If we pay you compensation we will deduct any money owed to us for rent or any other debt related to your home (except Housing Benefit or Council Tax arrears).

**1.2 Varying the tenancy conditions**

Except for changes in rent, or any other charges, the terms of this agreement can only be changed if we give you written notice that we intend to alter the agreement. If we give you notice that we intend to alter the agreement, we will give you 28 days to tell us your views on the proposed changes. After considering your views, we will issue you with a Notice of Variation, which sets out the changes. The revised agreement will come into effect in a further 28 days. This tenancy may also be amended where you and we agree in writing.

**1.3 Right of entry**

You must give all authorised employees and agents of the Council reasonable access to your home to inspect or carry out any work. This includes improvement work, and treatment programmes for pest eradication.

We will give at least 24 hours' notice of our intention to enter the property. However, we have the right to enter your home without notice in the case of an emergency. An emergency can include, but is not limited to, the following:

- fire;
- flood;
- leaks;
- risk of physical harm to any person;
- risk of significant damage to your home or any other properties; or
- if your home is unoccupied and inadequately secured against unauthorised entry or vandalism.

There may be some circumstances where the Council needs to comply with a statutory obligation in respect of your home, such as to carry out an annual gas inspection. If you fail to provide access, the situation may be classed as an emergency.

In an emergency, any damage caused when entering your home will be repaired and will be made secure against unauthorised entry. You may be liable for any costs incurred with your failure to provide reasonable access in an emergency, when access has been unreasonably refused, or if the emergency is caused from neglect.

## **1.4 Serving notice**

Notices include any notices we need to serve on you under the Housing Act 1985 and any notice to quit.

If we need to serve any notice on you for a breach of this agreement we will either;

- deliver the notice to you personally or to someone living at your home or last known address;
- send the notice to you by recorded delivery at your home or last known address;
- send the notice to you by first class post at your home or last known address; or
- leave the notice at your home or last known address.

Where the notice is left at your home, or last known address, you are deemed to have received the notice on the date it was delivered to you or left at that address. If we send the notice by recorded delivery or first class post you will be deemed to have got the notice on the second working day (working days are Monday to Friday) after the date the notice was sent.

This clause gives you notice under section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices and any other communications arising from this tenancy agreement is:

Lewisham Homes  
Laurence House  
Catford Road  
SE6 4FN

## **1.5 Repair and maintenance**

We will keep in good repair:

- the structure;
- the exterior of the building;
- all installations for the
  - supply of water
  - gas
  - electricity
  - heating
  - sanitation (including baths, basins, toilets and sinks provided by us);
- the communal areas, which include:
  - corridors
  - walkways
  - stairs
  - lifts and gardens used by you and others.

We will not maintain central heating systems that we did not install.

We will check and service gas appliances and pipe work every year to make sure they are safe. You must let us into your home to carry out this safety check.

We may remove a gas fire if it cannot be repaired as long as there is another form of heating in your home.

### **1.6 Cleaning and estate maintenance**

We provide a caretaking service on some estates. In areas where this service is provided, we are responsible for maintaining communal areas that do not form part of individual dwellings.

(See Supporting Information)

### **1.7 Decorations**

We will decorate the exterior of the property, the common areas and other buildings on the estates maintained by us.

(See Supporting Information)

### **1.8 Consultation**

We will consult tenant representatives before making any significant decision on a matter of housing management. This consultation will be carried out through recognised forums or organisations as we may agree from time to time with tenant representatives.

(See Supporting Information)

## **Section Two – The Tenant**

### **2.1 Security of tenure**

Your rights as a tenant are protected as long as at least one tenant occupies the property as your only or main home, as set out in this agreement. If a Notice to Quit is given by one or more joint tenants, this will bring the tenancy to an end when the Notice expires.

You are responsible for the behaviour of all people who live with you and your guests. Any breaches of this agreement may result in legal action, including possession proceedings, being taken against you.

Subject to the obligation to give us access to your home as stated in condition 1.3, you have the right to occupy the property without interference from us for the duration of the tenancy, as long as you comply with this agreement. If you fail to comply with any of the conditions within this agreement the Council may take action, for example legal action, to demote your tenancy, in some cases of anti-social behaviour, or to evict you from your home.

(See Supporting Information on Anti-Social behaviour)

As long as you are living in your home we can only take action to evict you for one of the reasons (called 'grounds for possession') set out in the Housing Act 1985 (as amended by the Housing Act 1996) or any other grounds introduced by future legislation. We will only take action to evict you using these grounds for possession if a court agrees with our request and makes an order for possession.

By signing this agreement, you have the right to:

- occupy your property
- take in lodgers\*
- take in a sub-tenant (with our prior consent in writing)\*
- assign your tenancy (with our prior consent in writing)\*
- have qualifying family members succeed to your home\*
- right to buy\*
- right to information\*
- right to repair\*
- right to compensation for improvements that you have carried out

\*(See Supporting Information)

### **2.2 Rent and other charges**

You must pay the total weekly charge, set out under the Rent Details on section 1.1 of this agreement, every week in advance. If we agree that you can pay your weekly rent on a fortnightly or monthly basis, you must pay in advance to prevent your account going into arrears.

We will tell you about any additional service charges at least four weeks before the payment is due.

We will take legal action to recover unpaid rent and other charges. This may result in the court ordering you to pay court costs. Any charges that you are required to pay as a part of your total weekly charge are recoverable from you as rent.

If you are a joint tenant, you are equally responsible for paying all of the rent and any arrears of rent owed for the property. We can ask for all of the arrears from any joint tenant. A joint tenant who leaves is still responsible for all of the rent, as is a joint tenant who lives in the premises on their own.

(See Supporting Information)

### **2.3 Occupying the property**

You must live in the property as your only or main home. You must not be absent for a continuous period of more than two months without first obtaining our written permission and consent would not be unreasonably withheld. If you fail to notify us we may assume you no longer use your home as your only or main home. In this case we will take action to end your tenancy.

You must notify us in writing, within 28 days, of any long-term change in the people who live in your home.

You must not cause your home to become overcrowded and exceed the number legally allowed, unless it is caused by natural increase in the size of your family.

(See Supporting Information)

### **2.4 Use of your home**

You, your household and visitors must not use your home for any illegal or immoral purpose.

You must not use your home for running a business or allow any other person to do so without our written permission. You, or any other person, must not advertise or display notices or signs for business purposes on your home without our written permission.

We will not refuse permission unless we feel that the business is likely to cause a nuisance to other people, or damage your home or adjacent property. If we do give permission to run a business from your home and it causes a nuisance, we will withdraw permission. You may also need to obtain planning permission to run a business from your home. It is your responsibility to obtain and comply with such permissions.

### **2.5 Condition of your home**

You must keep your home in reasonable condition and take steps to prevent infestation and condensation. You are responsible for cleaning your own windows and extractor fans where accessible.

You must keep clean any private balcony. You must not store any unsightly items on the balcony which are visible above the balcony rail.

You must maintain any outbuilding, yard or garden, including fences and gates.  
(For further details concerning the maintenance of fencing see clause 2.9b)

You must make sure any outbuilding, yard or garden is kept clean, tidy and free from rubbish. You must look after the garden and prevent any trees, bushes, hedges or grass from overgrowing.

If you fail to look after your property we may carry out repairs, special cleaning or clearance and recharge you our reasonable costs, reasonably incurred, for this service.

## **2.6 Safety**

You, or any member of your household or visitor, must not:

- (a) keep inflammable materials, liquids or gases in your home other than may be reasonably required for domestic use;
- (b) do anything which would be likely to cause a fire, flood, or other damage to your home or nearby properties;
- (c) store dangerous or offensive substances in the communal areas or garden of your home.

This applies to your home or any part of the estate where you live. This includes any services to your home, estate or surrounding area.

You must not let anyone remove or interfere with any fire-fighting equipment, fire alarm, smoke detector, security system or similar safety or security device inside your home or near it. You must not allow anyone to keep the fire doors or security doors open.

(See Supporting Information)

## **2.7 Rubbish and refuse**

You must dispose of all rubbish and refuse securely, safely and hygienically. You are responsible for arranging disposal of any material or items not usually collected by the refuse collection service.

You must dispose of rubbish responsibly when using a rubbish chute. Failure to do so may result in you being recharged for the removal of any blockages.

You must not let waste or other materials build up around your home as this may cause a fire or attract vermin.

## **2.8 Communal areas**

You must keep the communal areas around your home clean, free from obstruction and tidy at all times. We may charge you our reasonable costs for remedial work where this is necessary, for example due to you, members of your household or visitors:

- (a) causing or allowing fouling of the areas
- (b) blocking rubbish chutes
- (c) dumping refuse

You must not store any items in communal areas, such as corridors and stair cases, as this may breach health and safety regulations and cause delays in evacuation in

case of a fire. Failure to observe this restriction may result in you being recharged for cleaning or removing of items.

You must not smoke in any communal areas, as this is against the law.

## **2.9 Repair and maintenance**

You must report all repairs and defects in your home to us immediately, except for those that you are responsible for. Minor repairs for which you are responsible include below:

- (a) Replacing batteries in smoke alarms and carbon monoxide detectors;
- (b) Fencing repairs to individual properties, unless the fencing is one installed by us or where it is a health and safety hazard;
- (c) Repairs to fixtures, fittings and equipment not provided by us (for example curtain rails and garden sheds);
- (d) Repair/replace WC seats, bath panels, plugs and chains on baths, basins, or sinks;
- (e) Glazing repairs to internal doors and cupboards (but not security glass);
- (f) Replace (unless you live in sheltered or extra care housing) keys and locks when keys are lost or members of the household are locked out;
- (g) Renew indoor florescent tubes and other light bulbs;
- (h) Repair/replace electrical plugs (not socket outlets) and fuses;
- (i) Repair/replace internal doors and locks, door furniture such as handles, letterboxes, cupboard catches and hinges (but not kitchen, bathroom or toilet doors);
- (j) Other than where such items have been fitted by us, fit waste and supply pipe work for washing machines and dishwashers and vents for tumble driers;
- (k) Keep gully grids clear of leaves and rubbish;
- (l) Unblock waste pipes to sinks, basins, and baths where the blockage is in your home;
- (m) Repair minor plaster cracks and internal decorations and maintain wall and floor tiles;
- (n) Replace glass in windows, unless it is caused by vandalism or a break in;
- (o) Ease/adjust internal door, locks and window hinges (but not kitchen, bathroom or toilet doors).

We will not repair any defective light fittings installed by the tenant. However we will replace any defective light fittings with a standard fitting.

You are responsible for any replacements or repairs necessary due to damage caused by you, your household, your visitors or any third party you have employed (fair wear and tear excepted). This applies whether the damage was caused deliberately or by negligence. You must pay for any damage caused to your home or any other property caused by your own appliances or equipment.

Any works undertaken by you must comply with all current building regulations and planning permission. You must make sure you employ suitably qualified contractors for all gas and electrical services.

## **2.10 Decorations**

You must keep the inside of the property in a reasonable state of decoration.

(See Supporting Information)

## **2.11 Alterations to your home**

You must obtain our written consent before carrying out any alterations, improvements, or additions to your home such as (but not limited to):

- (a) Structural alterations including removing any inside or outside walls or changing any windows;
- (b) Decorating the exterior of your home;
- (c) Installation of hardwood or laminate floors;
- (d) Removing or altering fixed units, doors, fixtures or fittings;
- (e) Erecting a conservatory, lean-to or other building or structure in or on the property;
- (f) Erecting a shed, greenhouse or other outbuilding;
- (g) Creating or altering paving, patios or decking;
- (h) Planting any trees, or shrubs that may cause damage to your home or any neighbouring properties;
- (i) Removing or cutting down any trees on the premises;
- (j) Erecting or hanging any TV aerial, satellite dish or advertisements or any other thing to or from the exterior of your home.

Our written consent will not be unreasonably refused. However, any consent may be subject to conditions that you must comply with. You may also have to seek planning permission, building regulation approvals and undertakings from statutory providers (such as the electricity, gas or water authorities).

If you make an improvement or alteration to your home without our permission we may tell you to return your home to how it was before. You will be liable for any damage caused as a result of unauthorised works.

If you do not reinstate alterations or damage caused, we will do the work and recharge you our reasonable costs for doing it. If you fail to reinstate, or allow us to do this for you, or pay the cost of us doing the work for you, it will be a breach of these conditions.

## **2.12 Recharges**

You must provide access for us to undertake whatever is necessary to make good any damage to the property, its fixtures or fittings, caused by a breach of your responsibilities under this agreement. You will be recharged all reasonable costs reasonably incurred where the landlord is required to access and make good any damage and to replace fixture and fittings.

## **2.13 Parking and vehicle repairs**

You, your household or visitors must comply with any parking conditions issued by us and must not;

- (a) Obstruct access to other properties, garages, bin chambers, the highway or emergency access areas;

- (b) Carry out motor vehicle repairs on Council land, which are likely to cause a nuisance or annoyance or offence to other people. For example, allowing oil to leak in communal areas;
- (c) Carry on a business involving the sale or repair of motor vehicles;
- (d) Park any untaxed or un-roadworthy motor vehicle, industrial or heavy goods vehicles, caravans, boats, trailer etc on the Council's land without written permission.

We will only consider giving permission to park untaxed vehicles on Council land if you prove that:

- a SORN (Statutory Off Road Notification) declaration has been sent to the DVLA;
- a copy of that declaration is forwarded to the housing office and the Council's abandoned vehicles section; and
- a copy of the declaration is clearly displayed on the driver's side of the vehicle's dashboard.

(See Supporting Information)

#### **2.14 Pets and other animals**

You, or any person living in your home, may keep domestic animal(s).

You must not allow your pets to cause a nuisance to others. This applies within your property and in all communal areas. Permission to keep a pet will be withdrawn if it causes a nuisance or health hazard. If we withdraw permission, you must remove the animal from your home.

Although normal domestic pets are permitted by this clause, no permission is granted for any pet to be kept or brought into your home or any communal area which is banned by the Dangerous Dogs Act 1991 or the Dangerous Wild Animals Act 1976 or any successor legislation.

You, or any person living in or visiting your home, must not feed pigeons, foxes, squirrels and other vermin either at your home or in the communal areas.

(See Supporting Information)

#### **2.15 Anti-social behaviour and harassment**

You are responsible not only for your own behaviour but also for the behaviour of every person, including children living in or visiting your home. This includes any antisocial behaviour or harassment near your home. 'Near your home' includes the surrounding and neighbouring council estates or properties, footpaths, roads, communal areas, stairs, lifts, landings, entrance halls and gardens.

You must not cause, nor allow members of your household or invited visitors to cause a nuisance or annoyance, or antisocial behaviour to other people in the neighbourhood or to any of our tenants, agents, employees or contractors.

Anti-social behaviour includes (but is not limited to) the following:

- (a) Excessive domestic noise from banging doors, shouting, radios, televisions, music systems, DIY activity, parties and gatherings;
- (b) Playing of ball games close to someone's house or other areas where it is not permitted;
- (c) Skateboarding or cycling on footpaths;
- (d) Not controlling the behaviour of any domestic pets;
- (e) Carrying out maintenance to motor vehicles on a regular basis;
- (f) Dumping rubbish other than on a civic amenity site;
- (g) Letting strangers into communal blocks;
- (h) Jamming open communal entry doors;
- (i) Using the premises for immoral or illegal purposes, for example prostitution, sale and/or use of drugs;
- (j) Offensive drunkenness;
- (k) Using or threatening the use of violence;
- (l) Using offensive language;

You must not commit, nor allow members of your household or invited visitors to commit any harassment, or threat of harassment, on any grounds including (but not limited to) race, colour, nationality, culture, ethnic origin, religion, age, sex, sexual orientation, physical or mental disability or appearance, that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood, or to any of our tenants, employees, agents or contractors.

Harassment includes (but is not limited to) the following:

- (a) Using or threatening the use of violence;
- (b) Using abusive, insulting, racist or homophobic words or behaviour;
- (c) Damaging or threatening to damage another person's home or possessions;
- (d) Writing abusive or insulting graffiti;
- (e) Any other act which interferes with the peace, comfort or inconvenience to any person.

(See Supporting Information)

## **2.16 Domestic violence**

You, or other members of your household, must not use or threaten to use violence against anyone else living in your home. Domestic violence includes, (but is not limited to) physical, sexual, emotional and financial abuse and enforced imprisonment. If you cause or permit domestic violence it will be a breach of this agreement and we may take legal action to evict you.

## **2.17 Criminal activity**

You must not use your home, anywhere in the locality or any shared area, for any criminal or illegal activity. Examples of such activities include storing or selling illegal drugs, storing or distributing racist material or pornography, storing or selling stolen goods.

If you breach this condition, we will co-operate with the Police and other agencies and this may result in possession of your home and/or arrest by the Police.

## **2.18 Threats and violence against staff**

You, members of your household or guests must not threaten, verbally abuse or assault any member of our staff, agents or contractors. If you breach this condition we may restrict your access to staff, contractors or offices as considered appropriate and we may also commence legal proceedings against you to end your tenancy.

## **2.19 Ending your tenancy**

You may end your tenancy by giving us four weeks' notice to quit in writing, or by completing a 'vacation notice' (available from your local housing office) which you must sign.

If you want to end your tenancy, you must give us at least four weeks' notice to end your tenancy, and you should post or bring your written notice to:

Lewisham Homes  
Laurence House  
Catford Road  
SE6 4FN

You must allow us access to inspect your home within the four week notice period. We will make an appointment with you to arrange this.

You must pay all outstanding debts due under the terms of the tenancy prior to returning the keys and give us vacant possession of your home.

You must remove all your belongings and anything that belongs to another person and leave your home clear of refuse. Your home should be empty, including the removal of carpets, except for fixtures and fittings that belong to us.

We will usually dispose of any items left behind. However, we may exercise our discretion to store such property for a period of up to 28 days, and may charge for the cost of storage. We would take all reasonable steps to notify you if we store your belongings.

You must leave your home clean, in reasonable decorative condition and must make good any damage (other than fair wear and tear) caused by you, your household or visitors.

Where there are fixtures and fittings that are not our responsibility to repair you must leave them in a good state of repair.

Where you have removed fixtures and fittings you must replace them or leave your own fixtures and fittings in place. You have the right to claim compensation for qualifying improvements, details of which may be found at your local housing office.

You must return all keys for the property to your local housing office on, or prior to, the last day of the tenancy. You should ask for a receipt for the keys.

If you do not return the keys on the last day of the tenancy you will be charged for use and occupation until they are returned. You may also be charged for the cost of any lock changes to your home.

You may be recharged for all reasonable costs incurred as a result of you not complying with this part of the agreement. This may include:

- (a) Removing refuse and other items;
- (b) Cleaning, disinfecting, fumigating;
- (c) Making good or repairing the property or any part of it;
- (d) Replacing fittings or fixtures in your home;
- (e) Removing or making good any unauthorised additions or alterations to your home;
- (f) Evicting any person left in occupation of your home at the end of the tenancy;
- (g) Storage of any items left in the premises after repossession.

## Supporting information

### A

#### **Anti-social Behaviour – Clause 2.15**

If you are found to be a perpetrator of Antisocial Behaviour, you will be in breach of your tenancy agreement which may lead us to seek possession of your home through the court.

Alternatively, we may seek to stop this behaviour by applying for:

- Antisocial Behaviour Order (ASBO) – through the Magistrates or County Courts to control tenants or members of the household's behaviour.
- Antisocial Behaviour Injunctions – Used to enforce the agreement and in serious cases we, the landlord, can ask the Court to attach a power of arrest or exclusion order to the injunction.
- Acceptable Behaviour Contracts – An agreement (normally children) between the perpetrator, local authority and the Police. This is not a legal tool, rather an undertaking to stop anti-social behaviour.
- Demotion of your tenancy - A Demotion Order changes your secure tenancy to a demoted tenancy for an initial period of one year. The effects of having a tenancy demoted include losing the following rights:
  - the right to take in lodgers or sub let the property;
  - the right to improve the property;
  - the right to exchange the property with another tenant;
  - the right to assign the tenancy;
  - the right to buy the property;

If further antisocial behaviour occurs we have the right to seek possession of your home at any time, which the court can only refuse in limited circumstances.

We will usually give you 28 days' notice of our intention to apply for a Demotion Order but can apply to the Court for permission straight away in serious cases. The notice will tell you why we are applying for a Demotion Order.

You may be regarded as making yourself intentionally homeless because of your behaviour, or your failure to control the behaviour of other people, including children, living in or visiting your home. If this is the case, the Council can refuse to re-house you if possession proceedings result in your eviction.

In less serious cases of anti-social behaviour, such as neighbour disputes, we use an independent mediation service to resolve these cases.

#### **Assignment – Clause 2.1**

Assignment means transferring your tenancy and the property which it relates to, to another person.

You have the right to assign your tenancy but only in the following circumstances:

- (a) By swapping your home with that of another tenant of a registered social landlord or local authority (mutual exchange), as long as you have our permission in writing first.
- (b) To a person qualified to succeed to the tenancy in the event of your death as long as you have our permission in writing first.
- (c) Under a court order obtained in matrimonial proceedings or under Schedule 1 of the Children Act 1989.

In all situations of (b) and (c) we must be notified of the change and the details of the new tenant.

**C**

### **Cleaning and estate management – Clause 1.6**

A caretaking service may include cleaning communal areas, the interior of communal windows, bin chutes and chambers, sweep paths, estate roads and play areas.

We will take reasonable care to keep the common areas including the entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

### **Complaints**

If you think that we have not kept to this agreement, or provided a poor service, you should contact your local housing office.

If you are not happy with our response your complaint will be investigated. Please see our complaints procedure for more details. If you are still unhappy at the end of the complaints procedure, you can refer any matter to the Local Government Housing Ombudsman Service.

### **Consultation – Clause 1.8**

The details of how we will consult with you can also be found in the residents' charter.

### **Contacting us**

Lewisham Homes  
Laurence House  
Catford Road  
SE6 4FN

**D**

### **Decorations – Clause 1.7 and 2.10**

As part of the conditions of your tenancy, you are required to keep the inside of your property in a reasonable state of decoration. However, if you are unable to redecorate your home because you have a lack of mobility, or suffer from a long term

illness or disability, we may be able to assist you. Full details on the qualifying criteria can be obtained from your local housing office.

I

### **Insurance**

We do not insure your furniture, belongings or decorations.

We strongly advise you to take out your own insurance. We have negotiated special rates with an independent insurer to provide protection for your belongings. If you would like to take part in this scheme the premium can be added to your weekly charge. Further details are available from your local housing office.

L

### **Lodgers – Clause 2.1**

You have the right to take in lodgers. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. They will usually get some sort of service from you such as cooking and cleaning. You should notify us in writing if you take in a lodger. (See also sub-tenants)

O

### **Occupying your property – Clause 2.3**

The maximum number of people allowed to live in your home is shown on the front of your tenancy agreement.

When counting the number of people, each child under 10 years old counts as half a person and children under a year are not counted at all. If overcrowding has happened because you have had more children, this does not breach the agreement.

If you receive Housing Benefit and there are any changes to your household, or if you take in lodgers or sub let part of your home, you must notify the Housing Benefit Department immediately as this could affect your entitlement.

P

### **Parking and vehicle repairs – Clause 2.13**

You may find your car is removed if it is obstructing a roadway or is deemed to be abandoned.

We, or our contractors or other agencies as appropriate, may clamp, remove and ultimately destroy any illegally parked, abandoned, dangerous or un-roadworthy vehicle and charge the owner for all costs incurred. This provision also applies to any vehicle not displaying a valid licence or, where required, a valid parking permit.

### **Pets – Clause 2.14**

Domestic animals are defined, but are not limited to:

- Cats
- Dogs
- Fish
- Rabbits
- Guinea Pigs
- Hamsters
- Caged birds

Examples of nuisance include, but are not limited to:

- Excessive barking
- Defecating
- Causing offensive odours
- Frightening, attacking or injuring other residents, visitors, our employees or agents and other people in the locality

This applies within your property and all communal areas.

**R**

### **Rent and other charges – Clause 2.2**

If we provide heating and hot water to your home from a communal supply, we will decide a reasonable standard for the temperature. If the supply fails completely for a continuous period of at least 24 hours you can claim a refund of the appropriate charge from your local housing office.

You must also pay us any rent or any other charges you owe for any previous homes where you had a Council tenancy or licence. You must pay any debts you owe us as soon as we tell you about them.

### **Repairs and maintenance – Clauses 1.5 and 2.9**

As listed in section 2.9 of this agreement, there are a number of repairs that we do not carry out. However, we will undertake some of these repairs for elderly and disabled or other vulnerable tenants who are unable to carry them out themselves and have no one else at their home who can undertake the repairs for them.

### **Right to information – Clause 2.1**

You have the right to see information we have about you, your tenancy and about the Council and its obligations under this tenancy, although certain information (relating to other tenants, for example) is excluded.

You can request copies of the information we hold but you may have to pay a charge.

Applications to view such information must be made in writing to your local housing office. Further information can be obtained from your local housing office.

### **Right to buy – Clause 2.1**

If you have held a public sector tenancy for two years before 18 January 2005, you may be able to purchase your home through the 'Right to Buy' scheme.

If your tenancy started after 18 January 2005, you must have held a public sector tenancy for at least five years before you can qualify for the right to buy scheme.

However, there are some exceptions to this scheme. Further details on this and what tenancies qualify are available from your local housing office.

### **Right to occupy – Clause 2.1**

We would usually only take legal action in the following circumstances:

- if you or a member of your household or guest breaks a condition of this tenancy agreement;
- if you (or someone acting on your behalf) gave false information in your housing or transfer application resulting in you being allocated a tenancy by us. In this case we would not offer you another home;
- if we need to move you out because your home requires major work to be carried out. In this case, we will offer you a suitable alternative home and we may pay compensation or give you help with moving costs.

### **Right to Repair – Clause 2.1**

You will find further information in our Repairs Leaflet. A copy is available from your local housing office.

## **S**

### **Safety – Clause 2.6**

In case of a fire, never put yourself in danger. Leave the building by the nearest fire escape/exit.

When safely away from the building, dial 999 in order to be put through to the fire brigade.

In cases of emergency, please contact the London Borough of Lewisham on 020 8314 6000.

### **Subletting – Clause 2.1**

You have the right to take in a sub-tenant as long as you have our permission in writing first. We will not unreasonably withhold permission. A sub-tenant is someone to whom you allow to live in part of your home and who has exclusive use to that part of your home. They will usually do their own cooking and cleaning. You should get legal advice before you sub-let part of your home.

You do not have the right to sub-let all of your home. Your home must remain your only or main home. If you sub-let all of your home your tenancy ceases to be secure.

### **Succession – Section 2.1**

Any surviving joint tenant automatically succeeds to the tenancy.

Succession means the right for your tenancy to pass to your partner (married, cohabiting or same sex) or a member of your family, if they have lived as part of your household for at least 12 months before your death. This only applies if they used your home as their only or main home during that period, and do not have an interest in another property as tenant or owner. These rights will not apply if the tenancy had already passed to you by succession or the tenancy was transferred to you by a previous tenant.

If you, or a member of your household, think that they have a right to succeed, they must tell us in writing within 28 days of the death of the previous tenant and we will assess their grounds for succession.

Blank page

Blank page



