

THE LONDON BOROUGH OF EALING

1. SECURE TENANCY AGREEMENT

This tenancy agreement explains the terms and conditions you must keep to and what you can expect from the landlord. If you do not understand anything in this agreement you should ask about it before you sign. In signing this agreement you are agreeing to keep to the terms and conditions and if you do not the landlord can take legal action to force you to do so and /or to repossess the property.

1.1 This agreement is made between:

THE LANDLORD The landlord is the London Borough of Ealing

THE TENANT (S) The persons listed in the box below are the tenants and where a joint tenancy exists they are jointly and severally liable for all the terms of the tenancy.

Surname	First name	DOB	NI number

1.2 Tenancy commencement date

This tenancy is a weekly periodic tenancy commencing on:

1.3 The landlord's main address

The London Borough of Ealing
Perceval House
14-16 Uxbridge Road
London W5 2HL

This is the landlord's address for the serving of notices, including notices in court proceedings

1.4 False information

If it is later discovered that false information has been given to gain the tenancy then action will be taken to repossess the property under schedule 2 ground 5 of the Housing Act 1985.

1.5 Data protection Act

Personal information supplied by a tenant to the Council for the purposes of entering into this agreement will not be disclosed to other persons except in accordance with the requirements of the Data Protection Act 1998. Examples of reasons why personal information may be disclosed are for the purposes of preventing or detecting crime, apprehending or prosecuting offenders or assessing or collecting tax.

1.6 Rights of third parties

The provision of the Contracts (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that not one of the terms of this tenancy agreement can be enforced other than by you or the landlord.

1.7 The property

This is the home let to you and in this agreement "the property" means your home plus any garden, garage, shed, out building, fence and wall.

The landlord grants and you accept the tenancy of this property starting on the tenancy commencement date above subject to the terms and conditions in this agreement.

Property address	Floor	Number of bed rooms
SAMPLE		

Date gas safety certificate provided	Value of decoration vouchers	Proof of ID and passport photo of tenant(s)

1.8 Persons residing in the property (other than the tenant(s))

Surname	Other name	Relationship to tenant	Date of birth

1.9 The rent and service charges

The tenancy is a weekly periodic tenancy commencing on any Monday. The weekly rent plus service charges is £..... payable in advance on every Monday.

Charges	Amount
Net Rent	
Water and sewage	
Community Alarm	
Supporting People services	
CCTV	
Garage	
Other	
Gross Weekly Rent	

THE CONDITIONS OF TENANCY

2. THE LANDLORD'S RIGHTS

2.1 Alteration to Rent and Other Charges

The landlord may alter the rent and any other charges, such as Supporting People charges, by giving you four weeks notice in writing,

2.2 Variation of the Tenancy Conditions

The landlord has the right to change the tenancy conditions by giving you four weeks notice and following statutory procedures in accordance with section 103 of the Housing Act 1985.

2.3 Serving of Notices

The landlord has the right to serve notices of any kind in connection with this agreement on you in person, by leaving them at the property or by sending them to you at the property by ordinary pre-paid post.

2.4 Right of Entry to the Property

2.4.1 The landlord has the right of entry to the property on 24 hours' notice but will wherever possible give more than 24 hours notice. The landlord may delay entry where the tenant agrees to an appointment within a reasonable time. Whenever possible written notice will be given but this is not essential, in the following circumstances:

- (a) To carry out repair or improvement or make any installations in or to the property or to any part of the landlord's premises.
- (b) To carry out disinfestations, fumigation or pest control in the property.
- (c) To inspect and survey the property and to record details on the condition of the property which causes the landlord concern.
- (d) To carry out servicing of any gas or electrical supply or appliances at the property.

- (e) To comply with any statutory obligation of the landlord in respect of the property or any part of the landlord's premises.
- (f) To reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or addition to the property.

2.4.2 The landlord has the right of entry to the property without notice in the case of an emergency .An emergency includes fire; flood; leaks; any imminent risk of physical harm to any person; imminent risk of significant damage to the property or any other property; the property is unoccupied and inadequately secured against unauthorised entry or vandalism.

In an emergency the landlord has the right to enter the property without notice to do what is reasonably required to deal with the emergency in an appropriate manner and to record the condition of the property. Any damage caused when entering the property will be made good and afterwards the property will be secured against unauthorised entry.

3. THE LANDLORD'S RESPONSIBILITIES

3.1 Repairs and Maintenance

In accordance with section 11 of the Landlord & Tenant Act 1985 the landlord will keep in repair the structure, exterior of the building, common parts. and all installations for the supply of water, gas, electricity, heating and sanitation, including baths, basins, toilets and sinks provided by the landlord. Common parts include corridors, walkways, stairs, lifts and gardens used by you and others. In sheltered /very sheltered schemes the landlord will keep in good repair furniture and furnishings in common parts. The landlord will carry out repairs within a reasonable time giving priority to emergency repairs.

3.2 Decorations

The landlord will decorate the exterior of the property and the common parts as the landlord considers necessary.

4. THE TENANT'S RIGHTS

4.1 Right to occupy

You have the right to occupy the property without interruption or interference from the landlord for the duration of this tenancy, so long as you comply with this agreement.

4.2 Security of tenure

You have security of tenure so long as you, or in the case of a joint tenancy at least one of you, occupies the property as his/her only or principal home in accordance with the terms of this agreement. If a Notice to Quit is given by one of two (or more) joint tenants the tenancy will end for both (or all) when the Notice expires.

5. THE TENANT'S RESPONSIBILITIES

5.1 Occupying the property

5.1.1 You or your joint tenant must occupy the property as your only or principal home and will inform the landlord in advance if not occupying for a period longer than six weeks with details of access arrangements.

- 5.1.2 You must inform the landlord immediately of any changes in the household and must not cause the property to become statutorily overcrowded.
- 5.1.3 You are responsible for your actions and for those of anyone living in or visiting the property and you must ensure that this tenancy agreement is not breached.
- 5.1.4 If you are a tenant living in sheltered housing you must not allow other people to live with you without the prior permission of the landlord in writing. Permission will only be given in exceptional circumstances.
- 5.1.5 If the agreement is breached the landlord may commence legal proceedings, which could include possession of the property, demoting the tenancy, injunctions and orders with powers of arrest, and will work with other agencies to ensure a safe neighbourhood within the scope of the law.

5.2 Payment of Rent and Other Charges

- 5.2.1 You must pay the rent and any other charges due under the terms of this agreement every week in advance.
- 5.2.2 If you require support services you must pay Supporting People charges under the terms of this agreement every week in advance for housing related services provided in sheltered housing and other accommodation where support is provided. These charges will be notified to you and may increase from time to time as advised by the landlord.
- 5.2.3 The landlord will take legal action to recover unpaid rent and charges and this may result in the court ordering you to pay court costs.

5.3 Repairs and Maintenance

- 5.3.1 You must decorate the internal parts of the property and repair/replace appliances, fixtures and fittings that were not provided by the landlord. If you are elderly and/or disabled you may qualify for assistance under the landlords decorating assistance scheme.
- 5.3.2 You must report all repairs and defects in the property to the landlord immediately, except for those that you are responsible for as listed below:
- (a) Unblock local blockages of sinks, basins, toilets and baths.
 - (b) Repair/replace door furniture such as handles, letterboxes, cupboard catches and hinges.
 - (c) Repair/replace WC seats, bath panels, plugs and chains on baths, basins and sinks.
 - (d) Replace glass in windows, unless it is caused by vandalism or a break in and a Police Crime Number is supplied.
 - (e) Ease door, locks and window hinges.
 - (f) Repair minor plaster cracks and internal decorations and maintain wall and floor tiles.
 - (g) Replace (unless you live in sheltered housing) keys and locks when keys are lost or members of the household are locked out.

- (h) Repair electrical faults arising from the use of faulty appliances.
- (i) Repair/replace electrical plugs (not socket outlets) and fuses.
- (j) Repair/replace internal doors and locks.
- (k) Fit waste and supply pipe work for washing machines and dishwashers and vents for tumble driers.
- (l) Keep gully grids clear of leaves and rubbish.

Housing will undertake some of these repairs for elderly and disabled tenants who are unable to carry them out and have no one else at the property who can undertake the repairs.

5.3.3 You are responsible for any repairs that have resulted from any act by you, your household, your visitors or any 3rd party you have employed. This will include damage caused by a forced entry by the Police in accessing the property.

5.3.4 Any works undertaken by you must comply with all current building regulations and the employment of suitably qualified contractors for all gas and electrical services.

5.3.5 You must pay for any damage to the property or any other property caused by a failure of your own appliances.

5.3.6 Where the landlord has installed a smoke alarm in the property you are responsible for testing it on a regular basis and for replacing batteries.

5.4 Alterations to the Premises

You must not, without first obtaining the written consent of the landlord:

- (a) Make any structural alterations (including windows), or additions to the property or decorate the exterior of the property.
- (b) Remove or alter the landlord's fixed units, doors, fixtures or fittings.
- (c) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property.
- (d) Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.
- (e) Remove or cut down any trees on the property.
- (f) Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the property.

This consent may be subject to conditions that you must comply with.

5.5 Condition of the Property

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

5.6 Rubbish and refuse

You must dispose of all rubbish and refuse securely, safely and hygienically. You are responsible for arranging disposal of any material not usually collected by the refuse collector. You must not place or store any rubbish or materials against any outside walls of the property.

5.7 Common Parts and Areas

You must keep the common areas outside your home and adjacent to the property clean, free from obstruction and tidy at all times and must pay for:

- a) The cleaning of lifts and communal areas if fouled by you, your household, visitors or pets.
- b) The clearing of blocked rubbish chutes blocked by inappropriate disposal of rubbish by you, your household or visitors.
- c) The clearing of refuse deposited in the common parts by you, your household or visitors.

5.8 Recharges

You must provide access to the property on 24 hours notice, or without notice in case of emergency, to the landlord 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 incurred where the landlord is required to access and make good any damage to the property caused by you.

5.9 Parking and Vehicle Repairs

You, your household and visitors, must comply with any parking conditions issued by the landlord and must not obstruct access to other property, the highway or emergency access areas.

You, your household and visitors must not park any untaxed or un-roadworthy motor vehicle, industrial or heavy goods vehicles, caravan, boat, trailer etc on the landlord's land without the landlords written permission.

You, your household and visitors must not carry out or allow to be carried out any vehicle repairs at the property or on any Council land, including on estate roads, estate parking areas or other parts of the estate.

5.10 Gardens and Patios

You must maintain your own gardens, trees, hedges, window boxes, patios, fencing and gates to a reasonable standard. You must repair/replace inter garden fencing and gates and rear garden paths.

5.11 Animals

You must not keep at the property any animal or pet without the prior written permission of the landlord and must not keep the animal at the property if permission is withdrawn. If permission is given subject to conditions you must comply with the conditions. The landlord will not grant permission or will withdraw permission if the animal is or is likely to become a nuisance, annoyance or health hazard to any neighbour or person within the locality. If permission is given you will

be responsible for the animal at all times and must not allow the animal into communal areas unattended or without a lead.

5.12 Assignment, sub-letting and lodgers

- 5.12.1 You may assign the tenancy of the property as permitted by section 91 and 92 of the Housing Act 1985. Before assigning the tenancy to another secure tenant in accordance with Section 92 you must obtain the prior permission of the landlord in writing.
- 5.12.2 You must not sub-let the whole of the property in any circumstances. Where this occurs the landlord will take legal action to repossess the property.
- 5.12.3 You may sub-let part of the property with the prior permission of the landlord in writing. The landlord will not unreasonably refuse you permission to sub-let part of the property to a lodger.

5.13 Use of the Dwelling

You, your household and visitors must not use the property for any illegal or immoral purpose or to store any gas bottles or cylinders, petrol canisters, weapons or inflammable substance. You must not use the property for running a business or allow any other person to do so without the written permission of the landlord and without appropriate planning consent. You or any other person must not advertise or display notices or signs for business purposes on the property without the written permission of the landlord.

5.14 Anti-Social Behaviour and Harassment

- 5.14.1 You are responsible for the behaviour of anyone who lives at or visits the property. The landlord will treat any breach of this agreement by others as your breach. You, your household and your visitors must not cause a nuisance or disturbance to any person or commit any acts of harassment to any person within the property, common parts or locality.
- 5.14.2 Harassment includes (but is not limited to) the following:
- (a) Harassment by reason of age, disability race, gender, religion, culture or sexuality.
 - (b) Violence or threats of violence to any persons
 - (c) Abusive or insulting words or behaviour.
 - (d) Damage or threat of damage to property belonging to the landlord or another person.
 - (e) Writing any form of graffiti on Council property.
 - (f) Making unnecessary or excessive noise.
 - (g) Involvement in any criminal activity.
 - (h) Any act or omission calculated to inconvenience or interfere with the peace or comfort of any person.

5.15 Domestic violence

You must not cause or tolerate other members of the household to use or threaten to use violence against anyone else living in the property. Domestic violence includes, but is not limited to, physical, sexual, emotional and financial abuse and the imposition of social isolation. If you cause or permit domestic violence the landlord may take legal action to evict you.

5.16 Drugs

You, your household and visitors must not store, use or supply drugs from or within the property, common parts or any other of the landlord's property unless they are being stored for a lawful prescribed medicinal use. If you breach this clause, the landlord will co-operate with the Police and other agencies and this may result in possession of the property and/or arrest by the Police.

5.17 Threats and Violence Against Staff

You, your household and visitors must not threaten, verbally abuse or assault any member of staff employed by the landlord, its agents or contractors. If you breach this condition the landlord may restrict your access to staff, contractors or offices in such circumstances as are considered by the landlord as appropriate and may also commence legal proceedings against you.

5.18 Terminating the Tenancy

You may terminate the tenancy by giving the landlord four weeks notice to quit in writing and signed by you. You must allow access for the landlord to inspect the property within the four week notice period.

Your secure tenancy or a demoted tenancy may be terminated by the landlord by serving on you the appropriate statutory notice where required. The court allows the landlord not to serve such a notice in certain cases of anti-social behaviour when obtaining a court order for possession. If your tenancy ceases to be a secure tenancy or a demoted tenancy the landlord may terminate the tenancy by giving you notice to quit.

5.19 At the end of the tenancy

- 5.19.1 You must pay all outstanding debts due under the terms of the tenancy, leave and give up vacant possession of the property. You must remove all your belongings and anything that belongs to another person and leave the property clear of refuse. The property should be empty, including the removal of carpets, except for fixtures and fittings that belong to the landlord.
- 5.19.2 You must pay any outstanding rent and charges due from any previous tenancy agreement with the landlord.
- 5.19.3 You must leave the property clean, in reasonable decorative condition and must make good any damage caused by you, your household or visitors.
- 5.19.4 Where there are fixtures and fittings that are not the landlord's responsibility to repair you must leave these fixtures and fittings in a good state of repair.
- 5.19.5 Where you have removed the landlord's 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.

- 5.19.6 You must return all keys to the property to the landlord at the address given in this agreement on or prior to the last day of the tenancy. 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.
- 5.19.7 If any refuse or possessions are not removed from the property at the end of the tenancy the landlord may dispose of them.
- 5.19.8 You must pay the landlord all costs incurred as a result of you not complying with this part of the agreement. This will include removing refuse and other items, cleaning, disinfecting, fumigating, making good or repairing the property or any part of it or replacing fittings or fixtures in it, removing or making good any unauthorised additions or alterations to the property, or evicting any person left in occupation of the property by you at the end of the tenancy.

6. SIGNATURES

You acknowledge the receipt of the keys, a copy of the tenant’s handbook and agree to all the terms within this agreement.

Signed tenant (1)		Date
Print name		
Signed tenant (2)		Date
Print name		
Signed landlord or agent		Date
Print name		

Key to	Number of keys	Issued by
Front door		
Rear door		
Communal door		
Sheds		
Windows		
Parking area		
Other		

CONTACT DETAILS OF NEXT OF KIN FOR EMERGENCY PURPOSES ONLY (OPTIONAL)

Name.....Tel No.....