

# Conditions of Tenancy





## Introduction

### Welcome

I would like to introduce you to the conditions of tenancy booklet. As your landlord, the council has a number of key responsibilities towards you including:

- ensuring you are able to enjoy your home in peace and quiet;
- maintaining your home in a fit condition;
- keeping your home safe; and;
- cleaning and caring for the communal areas and environment around your home.

You, in return, have a number of responsibilities as described in this booklet including;

- paying your rent and charges;
- behaving in a way that is not antisocial or causes a nuisance to your neighbours and/or the employees of the council, their agents or those carrying out lawful activity on the instruction of the council;
- showing respect towards other residents and not abusing them or the employees of the council, their agents or those carrying lawful activity on the instruction of the council;
- looking after your home and the environment; and;
- informing us when repairs are needed, and giving access to the repairs staff.
- to enable access for planned maintenance and improvement works & gas servicing.
- to enable access for essential electrical testing, and inspections to be carried out for health and safety purposes.

We will take action against tenants who deliberately fail to observe the conditions of tenancy. Such action will, where appropriate, include seeking possession of the home, by obtaining an injunction to stop anti-social behaviour, harassment, and if necessary use any other legal remedies. This could result in you and your family being evicted from your home.

In developing our services, we work very closely with your resident representatives. If you would like to be involved in taking decisions which affect where you live, please contact the resident involvement team.



Mark Meehan  
Director of Housing Needs



## About your tenancy agreement

This booklet contains the terms and obligations of the tenancy agreement. You should read them carefully. If you do not understand these terms or anything in them, your housing officer can explain this or you might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

### Tenancy Rights

The Housing Act 1985, as amended, gives secure tenants certain rights that exist independently of the tenancy agreement. These rights include:

- the right to buy;**
- the right to exchange and the right to assign with the council's permission;**
- the right to succession;**
- the right to repair;**
- the right to take in Lodgers;**
- the right to sublet but not to part with the whole of the property;**
- the right to be consulted; and**
- the right to information about our housing management and maintenance policies.**

### Note

Some tenancies are excluded from the right to buy; these include retirement (also known as sheltered) housing for older people and housing for those with disabilities.

For all new secure periodic tenancies granted on or after 2 April 2013, the right to succession is limited to your spouse or civil partner. Information on your tenancy rights can be obtained by contacting your housing officer, Citizens Advice or Housing Advice Centre.



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## Definitions

**Acceptable Behaviour Contract/Agreement (ABC/ABA):** an agreement entered into voluntarily, usually between a young person and the council, when the person agrees in front of their family and a council officer, usually the housing officer, to stop behaviour that is disruptive to others.

### Communal or Public Areas:

Land surrounding the occupied property, including areas outside the property which the tenant may have permission to use in connection with the use of the property; e.g., stairs, landings, lifts, entrance halls, gardens, parking, play and refuse including areas necessary to gain access to the property. The above examples are not exhaustive.

**Hate Crime:** an act which demeans or insults another person because of their **gender, sexual preference, disability, religion, race** or any other reason, whether deliberate or not.

**Injunction:** an order of the court requiring you to stop doing something or behaving in a particular way. If you fail to comply, the court could apply penalties, including sending you to prison.

**Keys:** keys, fobs and swipe cards.

**Possession order:** an order made by the court giving the council the right to take your home away.

**Refuse:** household or domestic waste or rubbish.

**Tenants' compact:** An agreement between the council and its tenants and leaseholders which sets out the level of involvement Croydon Council tenants and leaseholders want, the standards expected from residents' groups and the support the council will give residents' groups and their representatives.

**The appropriate housing office:** means

**Croydon Council  
Housing Needs  
Place Department  
Bernard Weatherill House  
8 Mint Walk  
Croydon  
CR0 1EA.**

**The council:** also referred to as we, us or our, the council of the London borough of Croydon represented by housing staff and any other member of staff or duly authorised agent of the council with delegated authority to manage your tenancy and enforce these conditions.



**The property:** includes the dwelling and any land let with the property under the tenancy agreement.

**The rent:** the charge made by the council to the tenant(s) for the provision of accommodation.

Net rent is the charge you pay after any deduction of housing benefit.

**The service charge:** the charge made by the council for services provided to the tenant, such as the caretaking service.

**The tenant:** the individual(s) named on the tenancy agreement also referred to as you/your.

**Note:** Joint tenants have a shared interest in their home for the whole of the tenancy. Together and separately, they must pay the charges and meet all the obligations under the tenancy. This means that each tenant is wholly responsible for all the rents due; i.e., if one or more persons fail to pay their proportion the other joint tenant(s) are obliged to pay the difference. In these conditions, “you” means the sole tenant or all the joint tenants named on the tenancy agreement.

### Code of Conduct

You can expect officers, at all times, to act in a professional and courteous manner and strive to develop and maintain a balanced relationship of mutual respect that is open and honest when dealing with all matters relating to your tenancy. Officers will not discriminate against any person or act in a manner that is contrary to the council’s equality policy.

### Complaints

We take all complaints about council services seriously. If you are unhappy with a council service, please contact the section concerned. If you are not satisfied with the response, there is a corporate complaints procedure. Details can be obtained from Bernard Weatherill House, 8 Mint Walk, Croydon, CR0 1EA. Alternatively, visit [www.croydon.gov.uk/council/democracy/feedback/complaints-procedure](http://www.croydon.gov.uk/council/democracy/feedback/complaints-procedure)

The council is keen to deal with all complaints, and promises to investigate and respond within 20 working days.





## Tenancy Matters

### **Clause 1: Rent payment**

You will pay the weekly rent, including service charges, water rates/charges and support charges as deemed necessary made by the Council relating to the tenancy (together called the gross rent), and any subsequent alterations to these sums subject to Clause 2.

You shall pay two weeks' gross rent in advance on a Monday, every fortnight, the first payment being due on receipt of the keys to the property. If the rent is paid by standing order or direct debit, you shall pay either four weeks' or one month's gross rent in advance on a Monday, so that the rent account balance remains clear of rent arrears at all times.

If you are receiving benefit/credit from the government to help you pay your rent, you agree to ensure that your payments are made as above within the payment period. You are responsible for telling the relevant authority promptly if your circumstances change in a way that may affect your entitlement to benefit/credit.

Where you hold a bank account you agree to pay your rent by direct debit, unless there are good reasons that you cannot do so.

You agree that we have the right to use monies paid in rent under this agreement to first reduce or clear any other debt you owe to us relating to a previous tenancy. We will write to you within 28 days of the start of this tenancy telling you how much extra you

have to pay to clear the other debt/s. Where you have fallen into arrears in respect of this tenancy, which you fail to remedy within a specified time following notice to do so, we reserve the right to terminate any separate garage tenancy agreement which you may hold with us.

**Note:** The payment of rent and service charges by you is used by us to pay for a wide range of housing services. If you have difficulty in paying these charges, please seek advice and assistance immediately from your housing officer.

### **Clause 2: Variation of charges**

We may, as part of our annual charge-review practice, vary the amount of charge due by giving you not less than four weeks' written notice, except in the case of any housing benefit adjustment (see below). Before making any such change, we will seek to consult with representative tenants' organisations.

The water rates and all other amounts payable, excluding rent, in respect of the property may be altered by us without giving you prior notice.

If your housing benefit entitlement is increased or decreased we will tell you what date the new net charge is payable from. This change may be back dated. We have the right to recover as rent any underpayment of housing benefit that is due to you not telling us about changes in your circumstances.





### Clause 3: Ending the tenancy

#### *Action by you*

You or a joint tenant may end the tenancy at any time by giving us a minimum of four weeks' notice to quit in writing. A notice to quit signed by one joint tenant will have the effect of ending the whole tenancy. The notice must expire on a Monday. Any notice to the council must be sent or delivered by hand to:

**Croydon Council, Housing Needs, Place Department, Bernard Weatherill House, 8 Mint Walk, Croydon CR0 1 EA.**

Proof of posting is not proof of receipt. Therefore, it is advisable for any notice sent by post to be a recorded delivery.

Where you have given us written notice to end your tenancy we may require you to allow prospective tenants to visit and view the property accompanied by a council officer. The visit would take place only after we had contacted you and agreed a reasonable appointment time, giving at least 24 hours' notice. This also applies if you accept an offer of another home from us.

#### *Action by us*

We may end a secure tenancy by first serving a notice of seeking possession and applying to the court for a possession order. Where the tenancy is no longer secure we will serve a notice to quit giving four weeks' notice which must end on a Monday. The minimum period of notice of seeking possession varies depending upon the ground(s) on which we are seeking possession. If you, or someone else, remains in occupation after the notice

period has expired, we will seek a court order for possession, or use any other lawful means available to repossess the property. If this is the case, we will seek an order for costs against you.

Any notice given by us will be regarded as being sufficiently and properly served by any of the following methods:

- handing the notice personally to you;
- sending the notice addressed to you at the property by first-class post or recorded delivery;
- posting the notice by hand through the letterbox of the property; and
- sending the notice to your last known address.

We may end the agreement for any of the reasons set out in the information about your tenancy agreement.

### Clause 4: Leaving the property

You must give the council vacant possession of the property. This means no person should be left residing in the property and no belongings should be left within the premises, including any items left in the loft or garden.

You must return all keys for the property to **Croydon Council, Housing Needs, Place Department, Bernard Weatherill House, 8 Mint Walk, Croydon CR0 1 EA.**

If you fail to return the keys, you will be held liable for either the reasonable costs incurred by us in replacing the locks and keys



for the property and securing the property to enable it to be re-let or rent for every day or week that the keys are not returned, whichever is the lesser amount.

You must ensure that the property or mobility scooter store is cleared of all belongings, furniture or rubbish including carpets, floor coverings and blinds, unless these items have been provided by the council.

All such items must be properly disposed of before leaving. If you leave any perishable items we will dispose of them without further notice. All other items left in the property we will store for up to 28 days unless you have given your permission for us to dispose of the items. We will notify you of items to be stored at your last known address. If the items are not collected within four weeks, we may dispose of them and you will be responsible for meeting all reasonable removal and/or storage charges. The costs may be deducted from any sale proceeds and any remaining costs will remain your liability

The property and its fixtures and fittings must also be left in a clean and reasonable condition allowing for general wear and tear. We may recover the reasonable cost of any cleaning, clearance of belongings, rubbish removal, repairs, redecoration or removal of unauthorised alterations/improvements, required after the tenancy ends. Please refer to [clause 24](#) regarding your responsibilities regarding

authorisation for alterations/improvements.

**Note:** You may be held liable for any reasonable costs incurred by us due to your failure to leave the property secure. We encourage you to adopt the following preventive steps:

- Ensure all windows are left locked and secure.
- Cancel any milk deliveries.
- Notify the Post Office about your change of address, and arrange for mail to be redirected to your new home.
- Arrange for the disconnection of any phone line.
- Contact the gas and electricity suppliers to ensure that the supplies are shut off and a final meter reading is taken. Gas can escape and is particularly dangerous. Ensure when removing any gas cooker or fire that the supply is properly capped off by a professional, Gas Safe approved gas fitter. Gas or electric cookers or appliances provided by the council must not be removed at the end of the tenancy.
- Secure any rear garden access.
- Clear any shed/mobility scooter store of possessions.
- Do not leave food or any other item that could deteriorate inside the property.
- Ensure that any plumbed-in washing machine or dish washer is safely capped off so that no water leak occurs, and shut down and drain off the water supply. This can be done by turning the stop-cocks shut and then running off any water left in the immersion/storage tank via the bath



or sink taps. If you are not sure where the stopcocks are in the property you can contact the repairs staff.

**Note:** Leave your copy of the repairs guide at the property.

#### **Clause 5: Unauthorised occupiers**

Anyone left in occupation of the property once the notice given by you under Clause 3 has expired or we have obtained a possession order, will be considered by us to be an unauthorised occupier. Any monies received by us from such person(s) will be accepted, but only:

- To reduce any licence arrears incurred before the tenancy was brought to an end; and/or
- As compensation for the unauthorised use and occupation of the property.

The receipt of such monies will not imply that a new tenancy has been created, or that we have given permission for the property to be occupied. We will use all legal means to repossess the property from any unlawful occupant, and reserve the right to recover the costs of doing so from you.

#### **Clause 6: Legal requirements**

You are responsible for ensuring that you, any member of your household and any visitor to the property complies with all laws including planning regulations, building control and social services consents, by-laws and any other legal requirements relating to the property or in any other way affecting other land or premises owned or managed by us.

#### **Clause 7: Your responsibilities**

Where you or any member of your household or any visitor fails to comply with any part of this Tenancy Agreement, you will be in breach of the agreement.

#### **Clause 8: Obtaining tenancy by deception or having been convicted of fraud against the council**

An applicant for a tenancy must not give a false statement knowingly or recklessly to obtain a tenancy from us. If such a false statement is made, or a tenant has committed housing benefit or other financial fraud against the council, we will be entitled to recover possession of the property.

#### **Clause 9: Security of tenure**

You will have security of tenure with the right to quiet enjoyment of the property under the terms of the Housing Act 1985 as amended by the Localism Act 2011, and its amendments. The council shall not interfere with your right to quiet enjoyment of your home during your tenancy subject to our reasonable rights of access which are set out in clause 14 below.

**Note:** Quiet enjoyment is a legal term which refers to your right to occupy the property free from unwarranted intrusion by anyone including us.



**Clause 10: Grounds upon which we may seek possession.**

We may seek possession if, following a review of your tenancy, you no longer qualify for housing under the council's allocation scheme, or you break any of the clauses in this agreement, or if any of the grounds in schedule 2 of the Housing Act 1985 as amended by the Housing Act 1996, or for any other ground that is made law and applies in the future, are breached. A summary of the grounds is set out in Schedule 2 at the end of this booklet. The numbers follow the numbering used by the Housing Act 1985.

**Note:** We may also seek to recover from you reasonable costs for bringing legal proceedings against you unless a court orders otherwise and to recover our costs where we have incurred damages as a result of your failure to comply with this agreement.

Failure to comply with the clauses in this agreement may also affect our assessment of your suitability as a tenant at the time of reviewing your tenancy and may result in a delay or suspension of any transfer application until you put right the breach.

**Clause 11: Provision of information and consultation**

We will provide information and consult with you on any matter affecting your home in accordance with the provisions of the tenants compact, the Housing Act 1985 and its amendments.



### Repairs, Maintenance and Improvement's

#### **Clause 12: Our responsibilities for repairs and maintenance**

We will carry out any repairs and maintenance required to the property under the provisions of the Landlord and Tenant Act 1985 as amended, and any other relevant legislation.

We may also from time to time carry out improvement works to address structural and safety issues. In such special cases, the Council may need to gain vacant possession of the property over a period of time to carry out necessary major works, special works or redevelopment. The tenant will be given enough notice and advice according to the circumstances. Some circumstances may also attract an additional disturbance package for the tenant/household.

This means we are responsible for keeping in good repair the structure and exterior of the

premises, and any installations provided for heating, sanitation and supply of services.

This includes:

- the roof, walls, floors and ceilings;
- drains, gutters and down pipes;
- external doors, frames and door hinges;
- windows, frames, window sills, catches and sash cords;
- baths, basins, sinks, toilets, cistern and waste pipes;
- electrical wiring, including sockets, switches and main fuses;
- gas pipes and water pipes, including sprinklers;
- central heating installations, water heaters and fitted fires;
- maintaining carbon monoxide detectors where these have been supplied and fitted by the council;
- sink tops and work surfaces;
- chimneys, stacks and flues;
- access pathways to the front door and from the front to the back door;
- garages, pram and store sheds;
- boundary walls and fences bordering a public area;
- communal entrances, halls, lifts, passages, rubbish chutes and other communal parts, including their electrical lighting and glazing;
- external decoration and decoration of communal parts; and
- boarding up broken external window glazing to make the property safe.





**Note:** We check the operation of the carbon monoxide detectors at the time of carrying out our annual gas servicing, if the detector develops a fault or it makes a single bleeping sound at regular intervals, you are responsible for reporting the fault to us. The detectors must not be removed or disposed of without our consent.

### **Clause 13: Reasonable time for repairs**

We aim to carry out all repairs to the property which are our responsibility within a reasonable time. See the repairs guide for tenants. Emergency repairs, such as making safe a property following a flood of water or an electrical fault, will normally be carried out within 2-24 hours.

### **Clause 14: Access**

**a)** We have the right to enter the property at any reasonable time to inspect and carry out any repairs, improvements or other works to the property or any adjoining property, including inspecting for pests and to carry out any treatment works that may be necessary. We have the right to enter for any purpose that ensures the conditions of tenancy are being adhered to, provided we give you at least 24 hours' written notice. In the event of an emergency, we may enter the property without notice by any necessary means.

**b)** We shall offer you or your representative an appointment to carry out works other than in emergencies. It is your responsibility to provide access at the time agreed (subject to our agents or contractors producing evidence of identity). Unless you inform us

differently and have given reasonable notice, at least 24 hours, we and our contractor shall expect access to undertake the work. Any costs so incurred through lack of access will be recharged to you.

**c)** We will give you reasonable notice for you to remove any carpets or flooring including laminate or other hard surface flooring, furniture or your improvements that prevent us from undertaking any repairs, improvements or other works to the property or adjoining properties.

**Note:** Where you have failed to remove items following notice from us, you will be responsible for our reasonable costs where we have to remove these items to allow us or our contractors to gain access and undertake repairs.

**d)** We, together with our appointed contractors, may enter the dwelling in the event that you failed to provide access at the time and date notified in the letter advising of a final appointment for a gas service and safety check or the intention to seek a warrant to enter premises in pursuance of sections 83 & 287 Public Health Act 1936. We will be responsible for leaving the dwelling secure and shall be entitled to recover from you any costs associated with gaining access and making the dwelling secure.





### Clause 15: Your responsibilities for repairs and decoration

You will be responsible for maintaining the interior of the property except those items for which we have responsibility under the Landlord and Tenant Act 1985. The property should be maintained in the same clean, good and decorative order and condition as it was at the time of letting, fair wear and tear excepted. You shall be responsible for:

- a) clearing all blocked internal waste pipes and traps;
- b) replacing all electrical fuses, lamps and light bulbs as necessary;
- c) replacing strip lighting and light bulbs in sealed bathroom units;
- d) maintaining and replacing internal doors, hinges, locks and brackets;
- e) repairing and replacing internal door frames, architraves and skirting boards;
- f) repairing and replacing all kitchen cupboards;
- g) replacing any cracked or broken glass to the interior of the property unless you can provide a crime reference number from the police;
- h) minor repairs to floors, including tiles and other floor coverings\*;
- i) minor repairs to plaster\*;
- j) repairs to minor cracks to ceilings\*;
- k) replacing all damaged or unserviceable waste plugs and chains for sinks, basins and baths, etc.;
- l) replacing toilet seats;
- m) replacing all damaged or unserviceable coat hooks and rails, curtain fittings and rails, and any shelving or clothes airers;

- n) replacing all damaged or unserviceable insulation jackets to hot water cylinders or tanks;
  - o) tiling to walls in kitchens and bathrooms, or tiles to hearths and fire surrounds;
  - p) keeping all chimneys and solid-fuel boiler flues regularly swept (at least once a year), and free from obstruction and not obstructing flues to any gas appliances;
  - q) maintaining any gas and/or electrical appliances that you have fitted; and
  - r) regularly checking and replacing any smoke detectors fitted in the property.
- Note:** *We are not responsible for the maintenance of battery-powered smoke detectors (gifted to you). It is recommended that you regularly test the smoke detector for your own safety. The detectors have sealed battery units so you should not attempt to replace the batteries but report any fault to the manufacturer.*
- s) You shall comply, within a reasonable time, with any notice from us advising you of the need to attend to any items of repair or maintenance for which you are responsible.
  - t) You should take reasonable action to avoid issues relating to damp and condensation. This would include locating furniture away from walls, to allow circulation and providing an adequate balance of heating and ventilation.



For more information see leaflet “A guide to Damp and Condensation”.

\* **Minor repairs** are those possible to carry out without the need for special tools or expensive materials. In the case of floor tiles, this is limited to repairs under 1 square meter (up to nine tiles).

**Note:** Tenants of retirement (also known as sheltered) and special retirement (also known as special sheltered) housing properties, tenants aged 70 years or more, and tenants who are registered disabled (subject to proof of your disability) will not be responsible for items (a) (c),(d),(e),(f),(h),(i),(j),(l),(o) and (r) listed in this clause or items a),b),c) and d) in Clause 22.

If you, or a joint tenant are registered disabled but there is another able bodied adult living in the property you will not be eligible for entitlement to the scheme.

#### **Clause 16: Reporting repairs**

You must notify us immediately of any repairs required, or damage to the property, or common parts of the estate for which we are responsible.

#### **Clause 17: Damage to the property**

In the event of damage by fire or other insured peril, we reserve the right not to rebuild or reinstate the property. If we decide to repair or reinstate the property we will carry out all necessary repairs to the structure and exterior of the building and any necessary reinstatement of internal decorations. However, we shall not be liable for, or be obliged to make good any damage

caused by you, or any member of your household or visitors to the property, in breach of this agreement or to:

- a) replace or reinstate any item which the council is entitled to remove from the dwelling; or
- b) to replace, reinstate or insure your belongings.

#### **Clause 18: Your responsibility for damage**

You must not cause or allow the property to be damaged or vandalised through your actions, those of members of your household, or your visitors or visitors to members of your household. You will be responsible for the full cost of repairing, redecorating or replacing any part of the property damaged through infestation, neglect, carelessness or wilful damage. This includes any deliberate damage to our services to and in the property, including drainage, pipe and duct work and glazing, whether internal or external, fixtures and fittings such as internal doors and cupboards, any bathroom fittings and electrical cables.

#### **Clause 19: Disconnection of services**

Where you allow, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the tenancy, you will be liable to pay the costs associated with reconnecting or resuming those services.



### **Clause 20: Precautions against damage**

You or any member of your household or any visitor to the property shall take all reasonable precautions to prevent damage to the property including but not limited to, damage by fire, flood, storm or by the bursting of water pipes, provided that we have adequately insulated them.

### **Clause 21: Blockages**

You and any member of your household must not place in the toilet, sink or drain any item or matter (such as nappies, wipes, oil and fat) which could cause your sink, wash hand basin or bath to drain away slowly or become blocked. If a repair is required because of a blockage or caused by your actions or the actions of any member of your household, we will recharge you for the reasonable cost of the repair.

### **Clause 22: External maintenance**

Where a garden is included as part of the tenancy, you will be responsible for keeping it free from any rubbish and in a tidy condition, including regularly cutting any grass during the growing season, trimming hedges to a height not exceeding two metres and ensuring that such hedges do not obstruct any neighbouring road or pathway. You will be responsible for:

- a) repairing and replacing fences between private gardens; we will, however, repair or replace fences that adjoin roads, footpaths, alleyways or communal gardens;
- b) repairing and replacing paths in private gardens;

- c) replacing washing lines, except in communal areas;
- d) all repairs to free-standing sheds in private gardens;
- e) cutting back or lopping any trees within the boundary of the property, subject to clause 23 of this agreement.

### **Clause 23: Trees**

You are responsible for any trees that are within the boundary of the property but must not cut down or lop any such trees without first obtaining our written permission. In addition, you must not plant any fast-growing conifers, such as Leyland ii, or plants such as Japanese knotweed in the gardens of the property.

Where we decide that trees or shrubs planted by you are a nuisance or dangerous, we may give you notice requiring you to remove or cut back the tree within a reasonable time or we may take any appropriate action to remove or cut back the tree and recharge you for any costs which we have reasonably incurred in so doing.



### Clause 24: Improvements

Subject to Clause 6 of this tenancy agreement, you may carry out improvements to the property, but must first obtain our written permission if you wish to carry out any improvements which may include the following:

- a) structural alterations or additions, these include laminate and hard flooring, among other items;
- b) alterations to the council's fixtures and fittings, including kitchens and/or bathrooms.
- c) any work connected to the provision of services to the property (gas, water, electricity and drainage), including solar panels and wind turbines;
- d) the erection of any radio or television aerial or satellite dish;
- e) any external decoration; and
- f) construction of a vehicle hard standing;
- g) where required you should also ensure that you have all appropriate building control and/or planning permission in place prior to starting the improvement work.

In all such cases, you must ensure that the approved improvements are completed to our satisfaction.

Our permission for improvements will not be unreasonably withheld but may be subject to conditions. In particular, we may refuse permission where the erection of satellite dishes, wind turbines or solar panels would significantly detract from the appearance of a building and alternative systems are reasonably available, or are

planned by us within the next five years. Permission to install laminate or other hard-surface flooring or a wind turbine may be withheld where there is a serious risk that noise transmission may cause a nuisance or interfere with other residents' quiet enjoyment of their homes.

Where you carry out any approved improvement, the work must be completed to our satisfaction. We will not maintain any approved improvement unless the following conditions are observed:

- When giving permission, we agree to maintain it.
- The improvement meets any required standards that we specify at the time of giving the permission.
- Access is given to us to carry out maintenance in accordance with clause 14 of these tenancy conditions.
- You agree not to remove the improvement at the end of the tenancy.

If you carry out any improvements, with or without our permission, and that improvement causes damage to the property or is, in itself, dangerous by being badly constructed, we may enter the property to carry out any necessary repairs or remove the improvement and may charge you for any reasonable cost incurred in doing so.



## Living in the property

### Clause 25: Antisocial behaviour

We do not tolerate antisocial behaviour and we will investigate all complaints of antisocial behaviour and take all complaints seriously. We will take such action as we deem appropriate in each case, including using such legal action as is detailed in this clause.

Antisocial behaviour includes, but is not limited to, nuisance, hate related incidents, harassment, violence (domestic or otherwise) and abuse of children. Examples of antisocial behaviour are detailed in schedules 1 and 3 (code of guidance balconies) to these conditions.

You are responsible for your own behaviour and the behaviour of those living or lodging with you (including children), and your visitors, in and around the property, communal or public area within the locality of your home.

All residents are entitled to enjoy the peace, comfort and convenience of their home and local area. Any breach of this clause by any party associated with you, whether actual or perceived, will be treated as a breach by you.

**Note:** We will ask the court to make an order for possession, make an application to the court for a civil injunction, apply for a premises closure order, or take other action against you, if you cause nuisance, annoyance, alarm, intimidation, harassment or distress to anyone else. We will also take action against you if you allow those living

or lodging with you (including children, and your visitors), to cause nuisance, annoyance, alarm, intimidation, harassment or distress to anyone else.

Where a tenant, a member of the tenant's household, or a person visiting the property has been: convicted of a serious offence (specified in Schedule 2A to the Housing Act 1985): found by a court to have breached a civil injunction; convicted for breaching a criminal behaviour order (CBO); convicted for breaching a noise abatement notice; or the tenant's property has been closed for more than 48 hours under closure order for anti-social behaviour, we ask the court to make an order for possession using "absolute grounds" for possession, introduced with the ASB, Crime and Policing Act 2014.

We will ask the court to make an order saying you or any other person involved must pay any costs we incur as a result of taking action against you, those living or lodging with you (including children), and your visitors. If you, those living or lodging with you, or your visitors, are evicted, are the subject of a criminal behaviour order, acceptable behaviour agreement/contract, civil injunction or have been the subject of any other action to end your antisocial behaviour, we may not provide you, or them, with alternative accommodation.

We will provide information about you, your children, those living with you or lodging with you, your visitors, relatives and friends, to the police, other landlords and other





recognised organisations to support the prevention and detection of crime and antisocial behaviour and where we have safeguarding concerns.

### **Abuse of children**

You must not abuse a child, physically, psychologically, emotionally or sexually, nor allow those living or lodging with you, and your visitors, to abuse a child in this way.

**Note:** If you do this, we will report you to the police, social services and other relevant statutory agencies and we will take action against you. This may include asking the court for an injunction, or taking other legal proceedings such as possession action to evict you from the property.

### **Clause 26: Domestic violence**

You must not carry out, threaten to carry out or cause any acts of violence (or psychological abuse) against anyone else. This includes a former partner, any person living or lodging with you (including children), and visitors.

You must not allow any person living or lodging with you, including children and visitors, to carry out, threaten to carry out or cause any acts of violence (or psychological abuse) against anyone else including former partners, and any person living or lodging with you (including children).

**Note:** If you do this, we will take action against you. This may include asking the court for an injunction, or taking other legal

proceedings, such as possession action to evict you from the property.

### **Clause 27: Abuse of staff/ contractors and their employees**

We take any threats against our officers, partners, contractors and employees very seriously. You or any member of your household or any visitor to the property shall not threaten, abuse, harass or assault any council officer, or any council contractor, nor damage or threaten to damage any vehicle or property belonging to our officer or our contractor's employee. Any such threats, damage, abuse, harassment or assault shall constitute a breach of this agreement.

**Note:** We will take legal action against the perpetrators including asking the court to grant an injunction and/or a possession order to evict you and your household from your home.

### **Clause 28: Cooperating with us**

You or any member of your household or any visitor to the property must not hinder nor in any way prevent our officers or any of our representatives from carrying out their authorised duties.





### **Clause 29: Assignment, sub-letting and lodgers**

Subject to the provisions of sections 91-95 of the Housing Act 1985, as amended by the Localism Act 2011 and any other relevant legislation, you must not assign the tenancy unless this is to comply with a court order or with our written consent. You must obtain the council's permission if you want to exchange the property with another tenant or to assign the property to any other person.

You will not sub-let any part of the property without first obtaining our written permission. You will not part with possession of the premises or sub-let the whole of the premises.

You must notify us of lodgers taken in and must ensure that the permitted number of occupants, as mentioned in the tenancy agreement, is not exceeded.

### **Clause 30: Overcrowding of the property**

You shall not allow the number of persons in the property to exceed the maximum permitted number as determined by us and so cause overcrowding as defined by the Housing Act 1985 and its amendments.

### **Clause 31: Residence**

You must declare to us, when required by an authorised officer, the names and ages of all those living at the property, and their relationship to you, and produce the appropriate identification requested by us, which may include birth certificates,

passports or other relevant supporting documentation.

You must let us know about changes in your household, its circumstances regarding income and savings when requested, and cooperate with us by completing questionnaires or electronically held forms that record information relating to your household and occupancy.

### **Clause 32: Absences**

You shall give us prior written notice if you plan to leave the property vacant for any continuous period in excess of 21 days.

If you leave the property unattended for more than 24 hours, subject to the requirement in the next paragraph, you are responsible for arranging adequate heating or the central heating system to be drained down. You will be charged for any damage caused by your failure to take such steps.

If this, or any other absence, occurs during the period 1 November until 30 April, you shall ensure that there is sufficient heat in the property to prevent the water systems from becoming frozen. Any subsequent leak or flooding will be taken as being as a result of your negligence, and we will recover the costs of any repair works from you.

### **Clause 33: Other property**

You must occupy the property as your only home and must not currently hold an interest in another habitable property which could be used for occupation by you and your household.



### Clause 34: Parking

You must obtain our written permission to construct a hardstanding for parking at the property. (See Clause 24 improvements). When carrying out such an improvement, you must also ensure that access from the property to the roadway is by means of a dropped kerb, and must not carry out the works until all necessary permissions have been obtained. You will be responsible for all, and any associated, costs.

You or any member of household or any visitors to the property:

- a) may park a private motor car or motorcycle in those parking areas specifically provided for this purpose; and
- b) must not park, store or keep a caravan, motor caravan, boat, trailer or commercial vehicle:
  - in the garden of the property including where the garden has been converted into a hard standing without first obtaining our written permission;
  - on any communal parking area without first obtaining our written permission;
  - on any verge or grassed area adjoining a road or the accommodation; and;
  - in entrances, service roads including alleyways.

Commercial vehicles will not be permitted to park on housing estates other than in the following circumstances:

- the vehicle is taxed, insured and has a valid MOT certificate;
  - the vehicle is deemed to be of a reasonable size (i.e. a small commercial vehicle); and:
  - Our permission has been granted.
- c) must not park a vehicle on the estate in such a way as to cause or be likely to cause nuisance or annoyance to other residents, pedestrians or road users;
  - d) must ensure that all vehicles parked on our land have a current MOT certificate, be taxed (unless exempted by the DVLA) and have a valid insurance certificate; we shall have the right, without prior notice, to remove/dispose of any vehicles parked on our land which are considered to be a health and safety risk, not fit to drive, illegal and/or not taxed;
  - e) must not carry out vehicle repairs or modifications such as banger car work;
  - f) must not keep any moped motorbike or similar vehicle, or any other machine driven by an internal combustion engine (including engine parts) inside your home, in entrance lobbies or on walkways;
  - g) must not park any motorised scooters, buggies or other vehicles within communal entrances, balconies or corridors to blocks of dwellings;
  - h) must comply with local conditions if a resident parking scheme is in place,



the conditions of which may be varied.

### **Clause 35: Use of the property**

You:

- a) must use the property for private residential purposes only; and;
- b) must not use the property to run any business or carry out any commercial activity unless our written permission has been given and any required planning consent has been obtained.

**Note:** Provided the requirements of Clause 6 are complied with, we will normally agree to the use of the property for running a business on condition that the use does not cause, nor is likely to cause, nuisance or annoyance to other people. If any nuisance or annoyance is caused, permission will be withdrawn.

### **Clause 36: Use of balconies and lofts**

Where your home has access to a balcony, you must comply with the council's code of guidance on the use of balconies as detailed in schedule 3 to this tenancy. Misuse of the balcony will be regarded as antisocial behaviour. You are not permitted to use the loft space of your property for any purpose including storage. This space must be kept clear at all times.

### **Clause 37: Insurance**

We are not responsible for insuring your belongings or possessions or your liabilities in respect of the property. We advise you to take out insurance to cover your possessions and personal liabilities.

**Note:** You can contact us and we can make arrangements for you to have your own contents insurance which can be paid for with your rent

### **Clause 38: Storage of dangerous materials**

You and any member of your household, or any visitor to the property, must not keep dangerous or inflammable goods, material or substances, in or on the premises, apart from those required for general household use.

**Note:** For health and safety reasons, you must first seek our written permission if you wish to use liquid petroleum gas (LPG), such as calor gas, or paraffin fuel, for domestic cooking, heating or lighting.

### **Clause 39: Keys and fobs**

It is your responsibility to ensure that entry systems are used in such a manner as to prevent unauthorised access to the communal areas and the block. You will be responsible for replacing any lost keys/fobs relating to the tenancy at your own expense. We do not keep spare/ master keys to any of our properties apart from master keys to some sheltered housing units. If we agree, in exceptional circumstances, to replace any locks keys or fobs to enable you to regain entry to your home you will be responsible for repaying our reasonable costs.



### Clause 40: Pets

You must not keep any domestic pet or other animal at the property without first getting our written permission for each animal. If we give permission, you must make sure the animal is kept within the terms set out here and any others which may be specified when permission is given.

Where we give permission, this will be subject to the following conditions:

- a) If the animal is a dog, you must agree to have the dog microchipped and produce written proof signed by a registered veterinary practitioner or animal charity.
- b) The animal(s) shall not cause damage to the property.
- c) The animal(s) should not create noise, or cause a nuisance or harm to other residents or their pets.
- d) Any dog must be exercised responsibly, and the tenant or person in control of the dog must clean up any fouling of council property including your garden, or communal areas within the neighbourhood of your home and properly dispose of the fouling.

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







### Communal areas and facilities

#### **Clause 41: Communal areas**

You or any member of your household or any visitor to the property must not cause any damage to communal areas, or abuse or cause damage to lifts. He or she must also follow any regulations or specific instructions from the council in respect of the use of communal areas and the facilities within them.

Where communal day rooms, laundries, kitchens and bathrooms are provided, you must ensure that the facilities and contents are not misused by you or your visitors or guests, and that the facilities are kept secure from intrusion by non-residents. You are not permitted to use the communal loft space for any purpose including storage. This space must be kept clear at all times.

Household waste for recycling must be placed in the containers labelled and set aside for recycling. Unwanted items or refuse must not be left in communal areas. You must dispose of household refuse in accordance with the provisions in Clause 43 of this agreement and make your own arrangements for the removal of other unwanted items or refuse.

**Note:** Fly-tipping is a criminal offence and the council will prosecute those responsible, as well as taking possession action against any licensee involved in this activity.

#### **Clause 42: Alleyways**

Where an alleyway exists, giving access to the side or rear of a property, you will be responsible for keeping it clear of all rubbish and obstruction.

You must also maintain any hedge, shrub, etc, on the boundary of your property. You must also cut back any hedges or shrubs or undergrowth which border the alleyway. (see Clause 21).

#### **Clause 43: Refuse disposal**

Where there is no communal area designated for refuse collection, you are responsible for the provision of your own dust/wheelie bin (unless we agree to provide them). These must be used only for household refuse, which should be properly secured in suitable bags.

Where communal refuse areas are provided, these must be used only for household refuse which must be left in the bins specially provided. Communal refuse chutes must not be used between the hours of 9pm and 7am.

Refuse must not be left in any communal area, nor be thrown from the windows of the property or down stairwells.

You must make your own arrangements for the removal of other unwanted items or non-household refuse.

Any household goods, refuse or other objects left in a communal walkway, landing



stairwell or staircase will be treated as rubbish and will be disposed of.

In the event that you breach the requirements of clauses 39 to 41 above, you will be responsible for all and any costs which are incurred by us removing any abandoned items and/ or refuse.

#### **Clause 44: Communal heating**

Where the property is provided with space heating and hot water from a communal boiler house as part of the tenancy, it must not be wasted or misused. The communal heating and hot water must only be used for domestic needs and those of the household.

#### **Clause 45: Laundry facilities**

Where laundry facilities are provided, you and any other member of your household and any visitor to the property may use these only at the times, and in accordance with the instructions, displayed.

You must use clothes drying areas if these have been provided, and not use Landings, balconies and other communal areas for drying clothes/ items of laundry.

#### **Clause 46: Retirement housing (also known as Sheltered)**

This clause applies only if you live in retirement housing

- a) The same clauses that apply to secure tenants also apply to tenants in retirement housing.

- b) You must agree to all reasonable requests by Croydon Careline Plus response workers, for example.
  - Keeping to the published hours and conditions of use for communal facilities such as laundry rooms, Lounge areas etc.
  - Using alarm equipment properly and allowing access for repairs to alarm equipment and facilities, including all sprinkler related fittings.
  - Following security and fire instructions for your safety and the safety of others.
  - If you are receiving support from Croydon Careline Plus, to provide a duplicate entrance door key or give access to a key safe so that response workers can gain access in an emergency.
- c) In the interests of safety not installing or using mains or calor gas appliances for cooking food or heating the property, unless you obtain the consent of the Council and that upon your request you confirm that any installation of the same will be carried out and supplied by a recognised and reputable gas safe engineer.
- d) You contribute your assessed charge for adult social care support services if your financial assessment deems necessary.





### **Clause 47: Data Protection Act 1998 and National Fraud Initiative**

On signing the tenancy agreement you agree that we are able to release personal information where there is a legal obligation to do so. This will include:

- **Utility companies:** as there is a legitimate interest to make sure that service charges are passed on to those responsible for their collection.
- **Rent payments:** where you leave without paying your rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery,
- **Repairs:** whether emergency, urgent or repairs at our discretion, we may provide licensee's contact details to the agents, contractors or repairers.

A copy of our data protection policy is available on request or can be viewed at: [www.croydon.gov.uk/democracy/data-protection-freedom-information/dpguidance](http://www.croydon.gov.uk/democracy/data-protection-freedom-information/dpguidance)

Information will be retained for six years after the termination of your tenancy.

The council is required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data-matching exercise. We advise you that the data held by it in respect of the tenancy will be used for cross-system and cross-authority comparison and data-sharing purposes for the prevention and

detection of fraud and to detect crime, where requested.

For further information, visit [www.croydon.gov.uk/advice/benefits/fraud](http://www.croydon.gov.uk/advice/benefits/fraud)

### **Clause 48: Contract rights for third parties**

A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



### Clause 49: Motor Scooter Stores

In order to ensure the risk to other residents is minimised, we would request the following:

- a) Written permission must be sought prior to purchase of a mobility scooter, from tenancy.
- b) Consideration must be given as to where the mobility scooter will be stored.
- c) In no instance must mobility scooters be stored in the communal corridors, lobbies or other communal areas.
- d) Scooters must only be stored in the dedicated scooter storage spaces allocated. Failure to comply will result in a breach of conditions of tenancy and the tenant may be asked to remove the mobility scooter from the scheme permanently.
- e) Mobility scooter owners must ensure safe storage of their scooters to ensure they do not put the health

and safety of other residents and visitors at risk.

- f) All mobility scooter chargers need to be PAT (Portable Appliance testing) tested prior to storage/use.
- g) Allocation of mobility scooter storage will be carried out by Tenancy and will be on a priority basis. Priority for space will be given to residents with limited physical mobility, (see Mobility Scooter Policy for further details).
- h) Allocation of mobility scooter storage will be reviewed on an annual basis.









## Schedule 1

### Examples of Antisocial behaviour

Some examples of behaviour which could be considered to be antisocial are:

- playing loud music in the property, garden, communal or public areas;
- shouting, screaming and swearing in the property, garden, communal or public areas;
- loud or public sexual acts in the property, garden, communal or public areas;
- noise from motorbikes, mopeds, quad bikes, motorised scooters and racing cars in the property, garden, communal or public areas;
- riding or driving motorbikes, mopeds, quad bikes, motorised scooters and racing cars in public open spaces and walkways;
- roller-blading, skating, skateboarding and cycling in alleyways, walkways or pavements; letting off fireworks;
- abandoning cars and other vehicles;
- parking illegally or inappropriately;
- parking motorised scooters or vehicles within communal entrances, balconies, corridors or walkways to blocks of dwellings
- repeated sounding of burglar and/ or car alarms;
- allowing the build-up of refuse;
- drunkenness/threatening or abusive behaviour;
- interfering or obstructing the police, emergency services and other official personnel who are carrying out their lawful duties on the estate or in the local area;
- smoking within internal communal areas of blocks of dwellings where smoking is prohibited;
- taking/selling illegal substances or drugs;
- being convicted of an indictable offence in, or in the vicinity of, the property, garden, communal or public area, estate or local area;
- allowing children or young people to behave in a way that may cause fear or nuisance, such as playing loud and aggressive ball games;
- committing acts of environmental nuisance such as graffiti (offensive or otherwise), breaking fences or windows, damaging or defacing property in the local area which belongs to the council or others;
- littering/throwing rubbish, dumping rubbish, fly-tipping and setting nuisance bonfires;
- nuisance caused as a result of running a business from residential property;
- name calling;
- demeaning or insulting comments (verbally or in writing);
- using racist or homophobic language (verbally or in writing);
- using or threatening to use violence, or encouraging others to use or threaten to use violence;
- damaging or threatening to damage other people's property;
- rioting and looting; and;
- committing housing benefit or other financial fraud against the council.





## Schedule 2

### Grounds for possession

1. If you are behind with your rent or have broken your tenancy conditions in some way.

2a. i) Nuisance or annoyance to people living, visiting or going about their lawful business near your home.

ii) Conviction for using the premises for immoral or illegal purposes or committing an offence near your home.

2b. Domestic violence or the threat of domestic violence, which causes a partner to leave your home.

3/4. Damage to the premises, or shared areas, or to any furniture we provide, by the tenant or lodger or sub-tenant.

5. You obtained the tenancy by making a false statement (including another joint tenant making a false statement).

6. You obtained the tenancy through the right to exchange and paid a premium.

7. The tenancy was a temporary one while work was being done to your previous home and that previous home is now fit for you to move back into.

8. The premises are statutorily overcrowded.

9. We need your home to be empty, because we intend to demolish, rebuild or carry out work on the premises or the

building in which the premises are situated.

9a. The premises are in a redevelopment scheme and the Secretary of State agrees.

10. Your home is designed for letting to people with disabilities, there is no one with a disability living there, and we need to re-let your home to such a person.

11. We intend your home to be Let to people with special needs (for example, retirement (also known as sheltered) housing, there is nobody with special needs living in your home, and we need to re-let your home to such a person.

12. Your home is bigger than we consider is reasonably needed. This will apply only if you took over the tenancy as a member of a family other than as a partner of a tenant who died, and any action to seek possession is taken between six and 12 months after the original tenant died.





### Schedule 3

#### Code of guidance, balconies.

##### OK

- To dry washing on collapsible dryers and on low-level retractable lines within the confines of the balcony.
- To store pedal bikes and children's toys, as long as they are not as long they are not stacked above balcony wall height.
- To store baby buggies and prams as long as they are not stacked above balcony wall height.
- To store and use garden tables and chairs as long as they are not stacked above balcony wall height.
- To display pot plants and tubs that are properly secured.
- To engage in activities that do not endanger or cause a nuisance to your neighbours.

##### Not OK

*(More examples of antisocial behaviour)*

- To dry washing on the balcony using permanent washing lines or on a rotary drier fixed to the balcony.
- To hang wet washing, including duvets and rugs, over the balcony rails or walls.
- To store calor gas, or any other LPG, containers or other fuels in containers.
- To store old furniture and other materials or liquids that can be a fire or safety hazard.
- To store motorbikes, motor scooters car parts and machinery.
- To store bags of household rubbish before they are put in the refuse bins.
- To have barbecues.
- To display pot plants and tubs that are not properly secured.
- To store any goods which may be or become a health and safety concern.
- Any other activities that may endanger or cause a nuisance to your neighbours; for example, leaving dogs unattended or letting them foul the balcony floor, or playing loud music.

