

Tenancy conditions

These are the conditions of the tenancy agreement between:

- you, the tenant (or tenants) named in the tenancy agreement; and
- us (the London Borough of Brent);

for the property described in the tenancy agreement (called 'your home' in these terms and conditions).

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Introduction

Part A

- 1 Your tenancy agreement is a legally binding contract between you and us. It sets out your and our rights and responsibilities.
- 2 Some of your rights and responsibilities are set by law. For example, as a secure tenant, you may have the right to:
 - pass on your tenancy when you die;
 - exchange your home with another tenant;
 - buy your home;
 - repair your home if we fail to do so;
 - improve your home;
 - be consulted;
 - take in lodgers; and
 - sublet part of your home.
- 3 If you are a joint tenant, you have the same rights and obligations as the other joint tenant or (tenants). Your rights and responsibilities cannot be split or shared between you. If one of you breaks the tenancy agreement it affects all joint tenants. If one joint tenant gives notice to end the tenancy, it ends for all of you.
- 4 Since 1 October 2002 our tenancies have been managed for us by Brent Housing Partnership Limited (BHP). Your housing officers work for BHP, but your tenancy is with us.
- 5 Your tenancy starts on the date set out in your tenancy agreement. It continues from week to week until you or we end it.
- 6 Most council tenancies are known as 'secure tenancies'. This means that we can end the tenancy only if we get a court order (known as a possession order). The reasons we can get this type of order are set by law.
- 7 As long as you pay your rent and keep to your tenancy agreement and these conditions, we will not normally ask the court for a possession order, unless, for example, we need to move you to redevelop your home.
- 8 Your home must be your only or main home. If you have another home, you will stop being a secure tenant and we can ask the court for a possession order so we can evict you.
- a Most parts in these conditions include notes to help you understand your tenancy agreement. The notes do not form part of the agreement and are not legally binding - they are for information only.

Notes

- a If you have any questions about your tenancy, or if you would like more information about your and our rights and responsibilities please ask your housing officer. You can also get information from a solicitor or an advice centre such as Citizens Advice.
- b If you have any complaints about our housing service, speak to your housing officer. If you are not satisfied with their response, ask them for details of the complaints procedure.
- c Some tenants have set up a Tenant Management Organisation or TMO. If your tenancy is managed by a TMO, wherever these conditions say you should go to your housing office it means your TMO housing office instead of the BHP housing office.

Part B

Rent

- 1 You must pay the first week's rent when you sign up for your tenancy. You must then pay your rent, including any service charges, every Monday for the week ahead.
- 2 If you are a joint tenant, you and the other joint tenant (or tenants) are equally responsible for paying all of the weekly rent and any arrears (previously unpaid rent). We can ask for all of the rent owed from any joint tenant. A joint tenant who leaves your home is still responsible for the rent, and so is a joint tenant who lives in your home on their own.
- 3 If you owe rent for a previous Brent Council home, we will add these arrears to your rent for this tenancy. We can then use any money we receive from you to pay your arrears before your current weekly rent.
- 4 We can change the rent at any time by giving you at least four weeks' notice in writing.
- 5 If we owe you any compensation for any reason relating to your home, and you owe us money for rent or any other debt related to your home (but not Housing Benefit or Council Tax), we will use your compensation to reduce your debt or arrears.
- 6 If we take you to court, we may add the costs of the case to the amount you owe us for rent.
- 7 If we lose money because you don't let us into your home to do necessary work, we may add that money to your rent or any amount you owe us.

Notes

- a As long as you pay your rent on time, you will not run up rent arrears. If we do not receive your rent by the Friday after it was due, you will be considered to have rent arrears.
- b If you owe us rent, we will deal with you firmly but fairly. We will give you support and debt counselling and make arrangements for you to pay the arrears in amounts you can afford if necessary. If you do not pay your rent and arrears, we will take firm action which could lead to you being evicted.
- c We will offer you a number of different ways to pay your rent.
- d We would not normally consider offering you alternative housing you if you owe us any rent.
- e Some tenants must pay an extra charge on top of their basic rent for extra services they receive. If these charges apply to you, they will be listed in your tenancy agreement. These charges may cover:
 - A 'concierge' service; or
 - heating.

Repairs

Part C

- 1 We will maintain and repair the structure and outside of your home, including drains, gutters and downpipes.
- 2 We will maintain the following and keep them in proper working order.
 - a. The fittings in your home for supplying water, gas and electricity
 - b. Toilets and fixtures for washing (including basins, sinks, baths)
 - c. Room and water heaters
- 3 You must decorate the inside of your home and maintain it to a reasonable standard.
- 4 You must report any repairs to your housing office as soon as you notice them.
- 5 You are responsible for any damage caused to your home by you or anyone who lives with or visits you. As we are not responsible for repairing any such damage, you must pay us for any necessary repairs. However, we will give you a chance to carry out the repair.
- 6 You must use your home properly and responsibly. You must take reasonable care to keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must take care not to block toilets and sinks.

- 7 Under Section 97 of the Housing Act 1985, you have a right to make alterations or improvements to your home, but you must first get permission, in writing, from us. We will not refuse unless we have good reason. You may also need planning permission for some alterations or improvements. Your housing office will tell you if this is necessary.
- 8 When you end your tenancy, you may get compensation for any improvements you have made.
- 9 If your home is in a block of flats you must not attach a satellite dish to the building without first getting our written permission (We will not refuse unless we have good reason).
- 10 You must not remove any fixtures or fittings we have provided without our written permission.
- 11 If you exchange your home with another tenant, you will be responsible for the decoration the previous tenant left in your new home. You will also be responsible for maintaining and repairing any improvements or alterations the previous tenant made, unless we agree, in writing, to be responsible for them.
- 12 Any officers or contractors who call at your home to carry out repairs or for other housing matters will show you their identity cards.
- 13 We will decorate the outside of your home and shared areas at least every seven years.
- 14 We will make sure we remove our rubbish, building materials and equipment from your home within a reasonable time after carrying out repair work and will try to keep disruptions to a minimum.
- 15 We will repair all entrances, halls, stairways, lifts, rubbish chutes, lighting and other shared parts of all blocks of flats and maisonettes.
- 16 Under Section 96 of the Housing Act 1985, we will pay you compensation, if we do not carry out certain repairs within a set time, depending on certain conditions.
- 17 If you owe us any rent or any other amount related to your home (but not Housing Benefit or Council Tax), we will use any compensation we owe you for repairs to reduce the debt.

Notes

- a You are responsible for decorating the inside of your home. This includes repairing minor cracks in plasterwork and preparing surfaces properly before you paint or paper them.

- b If you cannot take care of your home yourself, ask your housing officer about help that may be available for (example, the Assisted Decorating Programme for those over 65).
- c You are also responsible for the following.
- Keeping your home clean and tidy.
 - Ventilating and heating your home to prevent condensation.
 - Replacing toilet seats.
 - Changing locks or replacing broken keys.
 - Keeping grates, grids, drains, gullies, toilets, baths, sinks and waste outlets clean.
 - Taking care not to cause blockages.
 - Buying curtain rails and light bulbs.
 - Taking reasonable care to make sure that your pipes do not freeze.
 - Providing your own TV aerial, unless there is a shared aerial.
 - Replacing missing plugs in sinks and wash basins.
 - Replacing door knobs.
- d You can get more details about repairs in the booklet 'Reporting Your Repairs' which you can get from your Housing Office.
- e We will give you a receipt for all non-urgent repairs we agree to do and all the inspections you ask for. If you do not receive a receipt within seven days of reporting a repair, tell your housing office.
- f You must tell the police about any vandalism or criminal damage to your home and get a crime reference number from them. If you don't do this, we may charge you for any repair work.
- g We are not responsible for any damage to your home's contents and decorations (unless the damage is caused by our negligence). You should take out your own insurance to cover your personal belongings and decorations.
- h We will insure the structure of the building as well as the fixtures and fittings we provide. Our insurance will not cover any deliberate or accidental damage caused by you or anyone living with or visiting you. If we damage your belongings while we are carrying out repairs, please get advice from your housing office or an independent legal advisor.
- i Under the Housing Act 1985, you have the right to be consulted on a number of matters including how your home is managed, maintained and improved. The way we consult our tenants is set out in our current 'Customer Charter'. You can get a copy of this from your local housing office.
- j If you have the 1981 set of tenancy conditions, our repair responsibilities will be different to those set out above. You should check your old tenancy agreement to see what they are. Your housing office will be able to help you with this.

Access

Part D

- 1 We will normally give you at least 48 hours' notice in writing if we want to come into your home.
- 2 You must let our officers, agents and contractors come into your home (to inspect it or do work on it or for any other reason) if we have given you 48 hours' notice in writing.
- 3 If we have asked to come into your home but you do not let us in, we may ask the court to order you to let us in.
- 4 If you have failed to let us in more than once and we may have to pay a penalty if we cannot get in, we can force our way into your home without giving you further notice. If we have to pay a penalty we may add it to any amount you owe us.
- 5 If there is an emergency and we need to get into your home immediately, we can force our way in without giving you notice.
- 6 We can charge you for the costs of us forcing our way into your home.
- 7 If we need you to leave your home for a while so we can do work, you must leave your home for as long as necessary.
- 8 If you move out while we do work on your home, you must return to your home when we ask you to, and you must leave your temporary home clean and tidy. These conditions will apply to your temporary home.
- 9 If we temporarily move you, you will normally pay the lowest of the two rents but this will depend on how much of the damage to your home you are responsible for.

Notes

- a We often pay penalties if our contractors cannot get into your home to do work. If we lose money because you do not let us in, you may have to pay this money and we may add it to your rent account.
- b We need to check your gas appliances regularly to make sure they are safe. We may be prosecuted if we don't do this. You could put lives at risk if you do not let us into your home when we ask to come in.
- c We may need to force entry without giving you notice if, for example, there is a water leak, a gas leak or an electrical fault which may put people in danger, or which would cause serious damage to any building, if we did not repair it.

In these circumstances, we will try to contact you or your relatives before we force entry.

- d If we have to force our way into your home we will make sure that your home is left secure and that you can get keys for any new locks that have to be fitted. You may have to pay for any costs of forcing entry such as new locks or doors. Those costs may be added to your rent account.
- e We can move you from your home, either temporarily or permanently, if this is necessary because we need to demolish or redevelop your home or carry out major repairs. Under these circumstances, we will usually offer you other accommodation, compensation and help with your moving costs.

Using your home

Part E

- 1 You must use your home in a responsible way and it must be your only or main home.
- 2 You must not use your home for business purposes, unless we give you permission in writing. We will not refuse unless we have good reason.
- 3 You are responsible for paying all connection charges for essential supplies (for example, gas, electricity and water) and for paying all charges relating to those supplies.
- 4 You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an engine, inside your home. Toys and garden tools are allowed as long as they do not cause a nuisance, any damage or a fire risk.
- 5 You must keep your home clean and decorated in a good condition (see also part c on repairs).
- 6 You must not allow anything to block access to or from your home, any other home or any shared area, including fire escapes.
- 7 You must take reasonable care to make sure that any outbuilding, yard or garden you have is kept clean and free from rubbish. You must look after the garden and keep any trees, bushes, hedges or grass at a reasonable height or size. You must get permission from your housing office before you plant any trees.
- 8 You must take reasonable care to keep your home, any shared areas, and any outbuildings secure from intruders.
- 9 Under Section 93 of the Housing Act 1985 you have the right to take in lodgers. You also have the right to sublet part of your home, but you must first get our permission in writing. You must not sublet all of your home.

- 10 You must not assign (sign over) your tenancy without our permission in writing.
- 11 You must not put any structure (shed, garage, pond, greenhouse, fence, wall or anything similar) on any land that is provided with your home unless you have our permission in writing. At the end of your tenancy, you must remove any structure unless we agree, in writing, that it can stay.
- 12 You must not keep or use bottled gas, petrol, paraffin or other flammable or explosive substances in your home or in any area nearby.
- 13 You must not let waste or other materials that may cause a fire or attract pests build-up in or around your home.
- 14 You must not use any bottled-gas or paraffin heater if you live in a block of flats, bedsit or maisonette.
- 15 You must take reasonable care to make sure that nothing (for example, nappies, food and paper) is thrown, dropped or allowed to fall from any window or balcony or any other part of your home.
- 16 You must make sure that no-one going into or leaving your home makes a noise which might disturb your neighbours.
- 17 You, and anyone in your home must take reasonable care to make sure you do not use any audio equipment, TV, washing machine, power tool or other appliance in a way that might disturb your neighbours.
- 18 You must not put any material that is difficult to remove (for example, Artex) or highly flammable (for example, polystyrene tiles), or likely to cause noise nuisance (for example, laminate flooring) on any surface inside or outside your home unless you get our written permission first. We will not refuse without good reason.
- 19 You must not allow any firefighting equipment, fire alarm, smoke detector, security system or similar safety or security device inside or near your home, to be interfered with or removed. You must not allow any fire door or security door to be kept open.
- 20 You must not allow your home to become overcrowded. You can get advice on overcrowding from your housing office.

Notes

- a For security and maintenance reasons, you should tell your housing office, preferably in writing, if you will be away from your home for more than a month.

- b If you receive Housing Benefit, you must tell our Housing Benefit Department if any of your circumstances change.
- c A lodger is someone who lives with you, is not your partner or a member of your family, and pays you for his or her keep.
- d If you find it difficult to remove bulky items or rubbish from your home, or to maintain your garden or home, please contact your housing office for advice about how we could help you.
- e Some trees can cause subsidence (this is where the ground shrinks, which can damage property) by taking too much water from the soil, or nuisance by blocking light to your neighbours. It is important that you get permission from your housing office before you plant any trees so we can help you choose the right ones.
- f If you move out of your home or sublet all of it, the tenancy will no longer be secure and you would lose some rights.
- h The Housing Act 1985 states that secure tenancies may only be assigned (signed over) in limited circumstances.

Nuisance and harassment

Part F

- 1 As well as being responsible for your own behaviour, you are also responsible for the behaviour of any person who lives in or visits your home (this includes adults and children), while they are in your home, in shared areas (such as stairs, lifts, landings, entrance halls, shared gardens and so on), in the area around your home and in our offices.
- 2 You must make sure that no-one you are responsible for breaks any of these tenancy conditions.
- 3 You must make sure that you and the other adults or children who live in or visit your home do not do the following.
 - (i) Anything that causes (or is likely to cause) a nuisance to, or harasses, annoys, disturbs or distresses any person (including our staff and agents).
 - (ii) Use, or threaten to use, mental, sexual or physical abuse against anyone who lives with you.
 - (iii) Cause any member of your household to leave your home because of domestic violence.
 - (v) Use your home for any immoral or illegal purpose, including taking, selling or supplying drugs.
 - (vi) Make false complaints about any other person.

(vii) Damage or interfere with any property we own.

Notes

a Examples of nuisance or harassment include the following.

- Making loud noises (including playing loud music, arguing, slamming doors)
- Allowing dogs to bark or not cleaning up after them
- Being offensively drunk
- Dumping rubbish
- Playing ball games close to other homes
- Using or threatening to use violence
- Using abusive or insulting words
- Vandalising property, including with graffiti
- Using your home for illegal or immoral purposes
- Receiving or storing stolen goods
- Supplying or using illegal drugs
- Providing sexual services in return for money
- Damaging or interfering with any property that belongs to us

b. Nobody should be harassed because of their colour, race, creed, religious belief, occupation, gender, sexual orientation, age, or physical or mental disability.

Flats, maisonettes and shared areas

Part G

- 1 We will maintain and repair the structure and insides of all the shared areas of the building that your home is in, including:
 - a. doors and windows;
 - b. walls, floors and ceilings;
 - c. steps, lifts, passageways and other types of access.
- 2 You must use all shared areas in a reasonable and responsible way and not allow anything to block or cause damage to a shared area.
- 3 You must place all rubbish in the appropriate areas, chutes or containers provided. You must not throw any object, or allow it to be thrown, from any shared area.
- 4 If you have rubbish chutes, you must use them only for small amounts of rubbish. Put large items in the bins provided. You must keep to local arrangements for using rubbish chutes (which will normally mean not using them before 7 o'clock in the morning or after 11 o'clock at night).
- 5 You must not allow any shared area to be used in a way which causes a nuisance to, or harasses or annoys, your neighbours or their visitors.
- 6 You must not allow fire doors, security doors or main doors to be kept open.
- 7 You must not store anything in any shared area without our written permission. We will not refuse to give our permission unless we have good reason.
- 8 You must not interfere with any fire hoses, fire hydrants, cupboards or storage areas in shared areas.
- 9 You must tell us about any faults in shared areas as soon as you notice them.

Notes

- a) Do not smoke in lifts or any shared areas where there are no-smoking signs.

Pets

Part H

- 1 You must make sure that no pet that you keep or that is temporarily in your home causes a nuisance or annoys or frightens anyone.
- 2 You must take (and pay for) all reasonable steps we think are necessary to prevent any pet from causing a nuisance to or annoying or frightening anyone. This includes providing suitable fencing.
- 3 If a pet at your home has caused any nuisance or annoyed or frightened anyone, you cannot keep it unless you have our permission in writing.

Notes

- a. Examples of animal nuisance could be:
 - unpleasant smells;
 - fouling;
 - excessive noise; and
 - threatening behaviour.

Vehicles

Part I

This part relates only to estate roads and land owned by us.

- 1 You, or any person living in or visiting your home, must only park in parking areas specifically set aside for parking.
- 2 You, or any person who lives in or visits your home, must not allow vehicles to be parked anywhere that would obstruct emergency services or prevent us or our contractors from carrying out our work.
- 3 You, or any person who lives in or visits your home, must not park an unroadworthy or untaxed vehicle anywhere except in a garage or on your personal drive.
- 4 You, or any person who lives in or visits your home, must not carry out motor vehicle repairs if they are likely to cause a nuisance to or annoy other people.
- 5 We may clamp, remove and destroy any illegally parked, abandoned, dangerous or unroadworthy vehicle and charge the owner for our costs. This condition also applies to any vehicle not displaying a valid tax disc or a valid parking permit (if one is needed).
- 6 You, or any person who lives in or visits your home, must not park any commercial vehicle that is licensed to carry loads above 7.5 tonnes or

is longer than 5 metres on an estate road without written permission from us.

Notes

- a We know that vehicles can cause many problems and we hope the conditions above will reduce these problems as far as possible.
- b If you have any difficulties involving vehicles, discuss the situation with your local housing office.
- c If there are a limited number of parking spaces available, please be reasonable and consider your neighbours.
- d You need written permission from us if you want to create a parking area in your front garden.
- e Examples of vehicle nuisance are allowing oil to leak, leaving parts on footpaths and creating an eyesore.

Leaving your home and ending the tenancy

Part J

- 1 You must give us four weeks' notice in writing if you want to end your tenancy. The four weeks' notice must end on a Sunday or Monday and you must give a forwarding address.
- 2 Once you have given us notice to end your tenancy you must give us access to your home to inspect it and show new tenants around. We will make an appointment with you before these visits.
- 3 At the end of the tenancy you must leave your home empty and secure and you must give us all the keys to it. If you rent any garages or sheds with your home, you must also leave them empty.
- 4 You must return the keys to your housing office before 12 noon on the Monday that your tenancy ends. If you do not return the keys on time, we may charge you extra rent for every week or part week until we receive the keys. If we have to change the locks to the property, you will have to pay our cost.
- 5 At the end of the tenancy, if there is any damage to your home or you have removed an item we own, you will have to pay for any repair or replacement and any other loss suffered by us.
- 6 If you stop using the property as your only or main home without telling us first, we will assume that you have given up the tenancy. We may then end your tenancy by giving you 28 days' notice.

- 7 Once the tenancy has ended, we will remove any item you leave in the property and we will either dispose of it, or store it, as the law allows. You will have to pay our costs for this.

Providing information and consulting and involving tenants

Part K

- 1 It is important for tenants to be involved in the decision-making process.
- 2 We will encourage and support tenants who want to get involved in managing their homes, and will explain the various ways they can do this.
- 3 Tenants can be involved at different levels, and we will help all tenants to take part.
- 4 We will make sure we provide information to tenants in a clear and efficient way.
- 5 All the information we provide will be in plain English and we can provide versions in large print, Braille, on cassette, and in various languages.
- 6 We will express all information clearly and will not use jargon, racist, sexist or other biased language. Information will also be good quality, provided in good time and relevant to your needs.
- 7 We will give tenants information on a wide range of subjects.
- 8 We will try to make sure that documents for consultation meetings are available at least a week before the meeting is to take place.
- 9 We will try to make sure that tenants are told about consultation meetings at least a week before they take place.
- 10 We will try to make sure we give tenants at least three weeks to respond to consultation proposals.
- 11 We do not have to consult each individual tenant about changes in the rent or service charges but we will tell you in writing at least four weeks before we make any change.
- 12 If you ask us, we will send you a copy of the 'Tenant Compact'. This sets out the details of how we will consult and involve you in the housing service.

- 13 Under Sections 102 and 103 of the Housing Act 1985, we may change the terms of your tenancy agreement. Apart from the changes in rent or service charges, we will always consult you before we make any changes.

Notices

Part L

- 1 Any notice from you to us must be delivered or posted to your housing office or to the Director of Housing at:

Mahatma Gandhi House
34 Wembley Hill Road
Wembley
Middlesex
HA9 8AD.

- 2 Any notice from us to you must be delivered or posted to your home.