

THE ROYAL BOROUGH OF KENSINGTON & CHELSEA

.....TENANCY AGREEMENT

INTRODUCTORY TENANTS

Your tenancy is a weekly tenancy starting on the tenancy commencement date for a trial period of one year (subject to extension and as provided for under the Housing Act 1996, Part V). At the end of the trial period, your tenancy will become a weekly periodic tenancy starting on the Monday on or following the end of the introductory tenancy.

- (i) You are starting your tenancy as an **introductory tenant**. As an introductory tenant you have **fewer legal rights** than a secure periodic tenant.
- (ii) Your introductory tenancy is for a trial period. You must show us that you are responsible enough to keep your council home. In particular, you must:
 - not behave anti-socially, cause a nuisance or harass other people; and
 - pay your rent on time and not allow your account to fall into arrears; and
 - look after your home.
- (iii) If you break any of the rules in this agreement we can evict you. As an introductory tenant you can be evicted much more quickly and more easily than a secure periodic tenant. But if you show us that you can act responsibly, you will **automatically** become a secure periodic tenant after twelve months (unless the trial period is extended).

You do **not** have some of the **rights** in this agreement during the period of your introductory tenancy. You will get these rights when you become a secure periodic tenant.

Until you become a secure periodic tenant you do not have the right to:

Take in lodgers

Sub-let

Swap your home (called an 'exchange') **or transfer to another landlord**

Buy your council home

Make improvements to your home other than decorating and minor improvements

Although you do not have these rights as an Introductory Tenant, the Council may still give you permission. You should contact your Neighbourhood Officer if you wish to apply for any of these rights.

- (viii) You have an extra **responsibility** to obtain permission for an additional person (who was not part of your household when the tenancy agreement was signed) to stay with you during your introductory tenancy. You do not have this responsibility when you become a secure periodic tenant.
- (ix) If the Council decides to take action to end your tenancy we will inform you by delivering the legally required notice to the address on the front of this agreement. The notice will

be posted to, or left at the property or given to you personally. If we need to send you any other legally required notice we will follow the same procedure. If we take this kind of action you can ask for help and advice from Citizens' Advice or other advice agency. Your Neighbourhood Officer can tell you how to contact an advice agency in Kensington and Chelsea.

- (x) This document provides only a summary of your rights and responsibilities as an introductory tenant. Your Neighbourhood Officer will provide you with a leaflet which gives you further information, called 'About your Tenancy'. Please make sure that you read it carefully. This document is not intended to create any rights, or reduce any responsibilities, that are not provided for by law, such as by the common law or under the Housing Acts 1985 and 1996.

1. TENANCY AGREEMENT

1.1 This agreement is made between:

THE LANDLORD The landlord is the Royal Borough of Kensington and Chelsea

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

Surname	First name	D.O.B	NI number

1.2 The landlord grants and the tenant accepts the tenancy of the property listed below starting on the tenancy commencement date specified including and subject to the following terms and conditions.

1.3 The landlord's main address

Town Hall
Hornton Street
London, W8 7NX

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

1.4 False information

It is a term of this tenancy agreement that the tenant (or anyone acting on behalf of the tenant) must not knowingly or recklessly make a false statement to the landlord or the landlord's agent that may cause this tenancy to be granted.

1.5 Amendments to legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

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 none of the terms of this tenancy agreement can be enforced by anyone other than the tenant or the landlord.

1.7 The property

This is the property let to the tenants(s) and the term "the property" when used throughout this agreement shall be construed accordingly.

Property address	Floor	Number of rooms
Garden		

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

The maximum number of people who can occupy the property is [].

1.9 The rent and service charges

The weekly rent and service charges are payable in advance on every Monday.

Charges
Amount
Rent
Water and sewage
Heating Charges/Hot Water
Service Charge
Community Alarm Service Charge
Support Charge
Other
Total weekly payment

1.10 Tenancy commencement date

This tenancy commences on: [_____].

1.11 Keys

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

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 by giving the tenant four weeks' notice in writing.

2.2 Variation of the tenancy conditions

The landlord has the right to change the tenancy conditions by giving the tenant four weeks' notice and following statutory procedures.

2.3 Serving notices

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

2.4 Right of entry to the property

2.4.1 The tenant agrees that the landlord or their agents and contractors have the right of entry to the property on 24 hours' notice which need not be in writing or without notice in the case of an emergency (e.g. flood, fire, leaks) in the following circumstances:

- (a) To carry out repair or improvement to the property or to any other premises.
- (b) To make any installations in or to the property.
- (c) To carry out disinfestation, fumigation or pest control to the property if necessary.
- (d) To inspect and survey the property and where required by the landlord or its agents to prepare a list and record details of any alterations or additions, damage to or neglect of the property which are the responsibility of the tenant.
- (e) To carry out servicing of any gas or electrical supply or appliances at the property.
- (f) To comply with any statutory obligation of the landlord in respect of the property or any other premises.
- (g) To reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or addition to the property.
- (h) To do work in default where the tenant has failed to decorate or carry out minor repairs to the property as required by this agreement.
- (i) For fire risk or other health and safety assessments and in order to implement the recommendations of any such assessment.
- (j) In order to check the occupancy of the property or for other tenancy management related purposes and this includes a right to take photographs, video and/or sound recordings.

2.4.2 The tenant agrees that in the case of an emergency, if the landlord, its agents or contractors cannot obtain access to the property by other means within a reasonable time or immediately where necessary, and in the landlord's or its agent's reasonable opinion it is necessary to gain immediate access because:

- (a) there is an imminent risk of physical harm to any person or significant damage to the property or any other property; or
- (b) the property is unoccupied and inadequately secured against unauthorised entry or vandalism

The landlord, its agents or contractors have the right to break into the property. The landlord, its agents or contractors may do whatsoever is reasonably required to deal with the emergency in an appropriate manner and will make good any damage caused when entering the property and afterwards secure the property against unauthorised entry.

3. THE LANDLORD'S OBLIGATIONS

3.1 Repairs and maintenance

3.1.1 The landlord will keep in repair the structure and exterior of the building, common parts and all installations for the supply of water, gas, electricity, heating and sanitation, including baths, sinks and toilets provided. The landlord will not repair or replace the tenant's own appliances, fixtures or fittings.

3.1.2 The landlord is not responsible for undertaking any repairs that have resulted from any deliberate act or neglect by the tenant or other persons residing in or visiting the property or any other third party. The landlord will not repair or replace any damage caused by a forced entry by the Police.

3.2 Decorations

The landlord will decorate the exterior of the property and the common parts as necessary. The landlord will not decorate the internal parts of the property, except in specific cases, if any, that are detailed in the tenant's handbook.

4. THE TENANT'S RIGHTS

4.1 Right to occupy

The tenant has the right to occupy the property without interruption or interference from the landlord for the duration of this tenancy (except for the obligation contained within this agreement to give access to the landlord, landlord's agent or contractors) so long as the tenant complies with this agreement.

4.2 Security of tenure

The tenant has security of tenure as a secure periodic tenant so long as he/she occupies the property as his/her only or principal home in accordance with the terms of this agreement and as required by the Housing Act 1985, Part IV.

5. THE TENANT'S RESPONSIBILITIES

5.1 For the avoidance of doubt the tenant is responsible for his/her own actions and those of any other person (including children) living in or visiting the property and the term 'tenant' in this section shall be construed accordingly. The tenant will ensure that any other person (including children) living in or visiting the property will not do anything that the tenant is required not to do by this agreement.

5.2 Payment of rent and other charges

5.2.1 The tenant will pay the rent and any other charges due under the terms of this agreement every week in advance. Any other sums due under this agreement will be deemed to be rent due under this tenancy and may be added to the rent account for the property.

5.2.2 The tenant will pay any costs or other sums ordered to be paid in legal proceedings connected with this agreement.

5.3 Repairs and maintenance

5.3.1 The tenant **will** report all repairs and defects in the property to the landlord or its agent immediately, with the exception of those listed in condition 5.3.2.

5.3.2 The tenant **will** undertake the repairs as listed below:

- (a) To unblock sinks and baths.
- (b) To repair door furniture like handles, letter boxes etc.
- (c) To repair or replace WC seats.
- (d) To ease door and window hinges.
- (e) To replace plugs and chains.
- (f) To repair minor plaster cracks and internal decorations.
- (g) To reset trip fuses and circuit breakers caused by tenant's own faulty appliances.
- (h) To repair or replace electrical plugs (not socket outlets), fuses and lightbulbs.

5.3.3 The tenant must not cause any damage to the property or any other property belonging to the landlord. The tenant must immediately repair any damage that has been so caused. If the tenant fails to carry out the repair to the landlord's or its agent's satisfaction, then the tenant must give the landlord, its agent or contractors access to carry out any such repairs and the tenant will be responsible for the cost of having the repair carried out, together with any reasonable administrative expenses.

5.3.4 The tenant **will** pay for any damage caused from a failure of their own appliances that causes any damage to the property or any other property.

5.3.5 The tenant **will** decorate and keep in a clean and tidy condition the internal parts of the property to a reasonable standard and keep them free from obstructions or inflammable material. In particular the tenant must not occupy the property in a way that may cause infestation or increase the fire risk.

- 5.3.6 The tenant **will** be responsible for cleaning and replacing batteries in smoke alarms and must not disconnect any smoke alarm from the power supply.
- 5.3.7 The tenant **will** make good any damage caused by the Police during a forced entry to a reasonable standard.

5.4 Alterations to the property

The tenant will not, without first obtaining the written consent of the landlord or its agents:

- (a) Make any structural alterations or additions to the property or make any non-structural alteration in the internal layout of the property.
- (b) Remove or alter the landlord's fixed units, doors, fixtures or fittings.
- (c) Make any alteration or addition to the tanks, pipes, cables and other service media serving the property.
- (d) Lay any wooden or laminate flooring and will keep the floors of the property covered with suitable materials for minimising the transference of noise to other dwellings.
- (e) Make any alteration to, alter the appearance of, or decorate the exterior of the property or install their own security doors.
- (f) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property.
- (g) Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.
- (h) Remove or cut down any trees on the property.
- (i) Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or of which the property comprises part.

This consent may be subject to conditions that the tenant will comply with.

5.5 Condition of the property

The tenant must keep the property in a clean and satisfactory condition, including a good decorative standard. The tenant is responsible for the cleaning of windows, extractor fans and undertaking minor repairs specified in section 5.3.2 in this agreement. However, it is the tenant's responsibility first to ensure their own safety when carrying out these tasks.

5.6 Common parts and areas

The tenant will keep the common parts adjacent to the property clean, free from obstruction or flammable material and tidy at all times and will pay for:

- a) The cleaning of lifts and communal areas if fouled by the tenant.
- b) The clearing of blocked rubbish chutes blocked by the tenant's rubbish.
- c) The clearing of refuse deposited by the tenant in the common parts.

5.7 Remedying breach of conditions and charges

The landlord or its agents may take whatever steps are deemed necessary in respect of any breach of the tenant's responsibilities under this agreement, whether by way of making good, replacing, repairing, reinstating, removing, decorating, cleaning or otherwise putting right anything in or forming part of the property and its fixtures and fittings. For these purposes the tenant will provide access to the property on 24 hours' notice or without notice in case of emergency to the landlord, its agents or contractors and will pay to the landlord on demand all reasonable costs incurred.

5.8 Parking

The tenant **will not** park any untaxed or un-roadworthy motor vehicle, commercial vehicle, caravan, boat, trailer etc on the landlord's land. The tenant will comply with any parking conditions issued by the landlord or its agents and not obstruct access to other property or the highway.

5.9 Gardens and patios

The tenant will maintain any gardens, window boxes or patios to a reasonable standard.

5.10 Animals

The tenant will not keep at the property any animal without the prior permission of the landlord or its agents in writing, and will not keep the animal or pet at the property if permission is withdrawn by the landlord or its agents in writing. If permission is given, whether by the landlord or its agents, permission may be given subject to conditions and the tenant will comply with any such conditions. The landlord or its agents 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.

5.11 Residence

5.11.1 The tenant will reside continuously in the property as their sole and principal home and is required to inform the landlord if not occupying for a period longer than three months with details of access arrangements.

5.11.2 The tenant will notify the landlord or its agents immediately of any changes in residence in the property and must not overcrowd the property.

5.12 Assignment and sub-letting

5.12.1 The tenant will not assign the tenancy of the whole of the property except as permitted by section 91 of the Housing Act 1985 and will not in any circumstances assign the tenancy without the prior permission of the landlord or its agents in writing.

5.12.2 The tenant will not assign the tenancy of part of the property.

5.12.3 The tenant will not sub-let the whole of the property in any circumstances. If the tenant sub-lets the whole of the property the tenancy will cease to be secure and cannot become secure again.

5.12.4 The tenant will not sub-let part of the property without the prior permission of the landlord or its agents in writing. The landlord will not unreasonably refuse the tenant permission to sub-let part of the property.

5.13 Use of the property

The tenant or any persons residing or visiting the property will not use the property for any illegal or immoral purpose or operate any business from it, or store any gas, petrol canisters, firearms, weapons or inflammable substance.

5.14 Transfers to another Council dwelling

5.14.1 Prior to a transfer the tenant will:

- (a) Pay all outstanding monies owed to the landlord.
- (b) Ensure the property is clear of all the tenant's belongings.
- (c) Ensure the property is left in a clean and tidy condition on vacating.
- (d) Ensure all minor repairs are carried out to a reasonable standard.
- (e) Ensure all landlord's fixtures and fittings are left in a reasonable standard.
- (f) Ensure the property is in a satisfactory decorative condition.

5.14.2 If the tenant was, at any time before the grant of this agreement, a tenant under another agreement with the landlord and has not yet paid all the rent and charges due from that other agreement they will pay the outstanding rent and charges at the times and in the way set out in the schedule to this agreement or otherwise confirmed by the landlord in writing.

5.15 Anti-social behaviour and harassment

5.15.1 The tenant will 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.

5.15.2 This will include (but is not limited to) the following:

- (a) Harassment by reason of age, race, gender, religion, culture, sexuality mental health or disability.
- (b) Violence or threats of violence to any persons.
- (c) Abuse or insulting words or behaviour.
- (d) Drinking related offences.
- (e) Damage or threat of damage to property belonging to another person.
- (f) Writing graffiti on Council property.
- (g) Threatening, abusive or insulting graffiti.
- (h) Making unnecessary or excessive noise by any means whatsoever.
- (i) Handling or storage of stolen goods or involvement in any other criminal activity.
- (j) Any act or omission calculated to inconvenience or interfere with the peace or comfort of any person.

- (k) Damage to security systems, including closed circuit television equipment, door entry or alarm systems.

5.15.3 If the tenant is found to be in breach of this agreement the landlord may commence legal proceedings that may include seeking possession of the property, injunctions, orders or arrest and will work with other agencies to ensure a safe neighbourhood within the scope of the law.

5.16 Domestic violence

The tenant must not commit violence towards a husband, wife, partner or former husband or wife or partner or other member of the family. The tenant must not harass or use financial, mental, emotional or sexual abuse that might be expected to cause anyone who lives with the tenant to leave the property. If there is a breach of this clause, the landlord may seek a possession order against the remaining tenant or occupier.

5.17 Drugs

The tenant 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 the tenant breaches this clause, the landlord will co-operate with the Police and other agencies and this may result in possession of the property or arrest by the Police.

5.18 Threats and violence against Staff

The tenant must not threaten, verbally abuse or assault any member of staff employed by the landlord, landlord's agent or any of its contractors working on their behalf. If the tenant breaches this the landlord may restrict the tenant's access to staff, contractors or offices in such circumstances as are considered by the landlord as appropriate and may also commence legal proceeding against the tenant.

5.19 Data protection

The tenant will allow the landlord or its agents to use any relevant personal information it holds and share it with third parties and statutory bodies (such as the Police) including, for the purposes of assisting in enforcing the terms of this agreement or the investigation of any tenancy-related fraud or the investigation of crime. Any such disclosure will be in accordance with the Data Protection legislation or other relevant legislation and the landlord or the landlord's agent's policies on confidentiality. The tenant also authorises the landlord or its agents to obtain information to which the tenant is entitled from third parties and statutory bodies for the above purposes.

5.20 Access

The tenant will allow and give the landlord, the landlord's agents or any of its contractors working on its behalf access to the property on 24 hours' notice, which need not be in writing, for any of the purposes set out in the landlord's rights of entry in this agreement. In the case of any emergency where, in the landlord's or the landlord's agent's reasonable opinion it is necessary to gain immediate access because:

- (a) there is an imminent risk of physical harm to any person or significant damage to the property or any other property; or
- (b) the property is unoccupied and inadequately secured against unauthorised entry or vandalism.

The tenant must give immediate access to the property or the landlord, the landlord's agent or contractors acting on its behalf may undertake a forced entry. The tenant will not obstruct or prevent the landlord, its agents or contractors from gaining access to the property in any circumstances in which the landlord has the right to enter it under this agreement.

5.21 Lost keys

Unless the tenant lives in sheltered accommodation, the tenant must replace any lost keys and change the locks if necessary.

5.22 Rubbish and refuse

The tenant must dispose of all rubbish and refuse securely, safely and hygienically and must dispose of any material that is not usually collected by the refuse collector. The tenant must not deposit or store any rubbish or unsightly materials against the outside walls of the property.

5.23 Terminating the Tenancy

The tenant may terminate the tenancy by giving the landlord four weeks' notice to quit in writing and signed by the tenant. If the tenancy is a joint tenancy, any one of the joint tenants may serve such a notice of termination.

If any rents shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or any obligation of the tenant under this tenancy agreement shall not be performed or observed then the landlord may re-enter the property and thereupon the term of the tenancy shall determine.

If and so long as the tenancy is a secure tenancy the landlord or its agents may terminate the tenancy by serving on the tenant the appropriate statutory notice and obtaining a court order. If the tenancy ceases to be a secure tenancy the landlord or its agents may terminate the tenancy by serving notice to quit on the tenant.

5.24 Termination on death

The tenancy will end on the death of the tenant, or if the tenancy is a joint tenancy, on the death of the last surviving tenant, unless there is a person who is qualified to succeed the tenant on death within the meaning of section 86A of the Housing Act 1985 (as amended or substituted from time to time).

5.25 At the end of the tenancy

5.25.1 At the end of the tenancy the tenant will pay all outstanding debts due under the terms of the tenancy leave and give up possession of the property and will make sure that no other person remains in occupation of it. The tenant will remove all their belongings and anything that belongs to another person and leave the property clear or refuse and empty, including carpets and flooring, except for fixtures and fittings that belong to the landlord.

5.25.2 The tenant will leave the property clean and tidy, in satisfactory decorative condition and free from rubbish, will make good any damage caused by the tenant, any visitor to the property or any person living in the property.

5.25.3 The tenant will leave the landlord's fixtures and fittings in a good state of repair, except those which are the landlord's responsibility to repair under legislation.

- 5.25.4 The tenant will return all keys of the property to the landlord's agent at the address given in this agreement by the end of the tenancy.
- 5.25.5 The tenant agrees that if any refuse, possessions, items or things which the tenant is obliged to remove are not removed from the property at the end of the tenancy the landlord or its agents may dispose of them in any way they see fit. The landlord or its agents will not accept any responsibility for anything left in the property at the end of the tenancy and the tenant agrees that the landlord or its agents do not have any obligation to store them.
- 5.25.6 The tenant will pay to the landlord on demand all costs incurred by the landlord as a result of the tenant not complying with this part of the agreement, including 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 the tenant at the end of the tenancy.
- 5.25.7 The tenant will also pay to the landlord on demand all costs incurred by the landlord replacing keys, changing locks and removing refuse or other items from the property.
- 5.25.8 All the keys must be returned at the end of the tenancy and any works undertaken as a result of the keys being lost will be re-charged to the tenant.

6. SIGNATURES

The tenant acknowledges the receipt of the keys, a copy of the tenant's handbook and agrees 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		