

THE ROYAL BOROUGH OF KENSINGTON & CHELSEA

1. INTRODUCTION

This is your tenancy agreement with the Royal Borough of Kensington and Chelsea. We have prepared this agreement following consultation with tenants, Councillors and Council Officers.

The Council owns your property and you are a Council tenant. This document sets out our rights and responsibilities as a landlord under the Tenancy Agreement, and your rights and responsibilities as a tenant.

The Council published its Tenancy Policy in January 2020. In accordance with this policy, the Council have taken this opportunity to update our Tenancy Agreement and reflect new changes to our tenancies. The status of this tenancy is unchanged, but we have updated the agreement to reflect changes in legislation, regulatory guidance and best practice. Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement.

As a Council, we are committed to creating a safe and secure neighbourhood for you to live in. Our aim is to reduce anti-social behaviour and tackle those who cause nuisance to others. If you are a new tenant on an Introductory Tenancy, we can use this period to determine if you can manage your tenancy by fulfilling the responsibilities set out in the tenancy agreement such as the requirement to live there, paying your rent and not cause nuisance or anti-social behaviour.

The Council produces a Tenant's Handbook. This gives useful information relating to your Tenancy Agreement. The Council updates the Tenant's Handbook periodically and ensures any relevant and up to date policies and procedures to housing are referenced within the handbook.

If you have any questions about the terms of this Tenancy Agreement, information in the Tenant's Handbook or complaints about your housing, please contact Royal Borough of Kensington and Chelsea Housing Management Services:

Royal Borough of Kensington and Chelsea Housing Management Services
Town Hall
Hornton Street
London W8 7NX

0800 137 111

HM-CustomerServices@rbkc.gov.uk

2. TENANCY AGREEMENT

2.1 This document is a legal contract between you and the Mayor and Burgesses of the Royal Borough of Kensington and Chelsea. This agreement explains the services you can expect from your landlord and the conditions you must keep to. It supersedes any previous tenancy agreement you may have had with us. Please read it carefully and ask us to explain anything you do not understand before signing it. You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.

2.2 **This Agreement is:**

Tick Box

A **Introductory Tenancy**. (This is a tenancy that lasts for a one-year period and will automatically become a secure tenancy unless terminated or extended).

OR

A **Secure Tenancy**. (This is a tenancy without an end date).

2.3 Introductory Tenancy

2.3.1 An Introductory Tenancy is pursuant to Part V, Chapter 1 of the Housing Act 1996. The tenancy is granted for a trial period of 12 months from the date of the start of the tenancy. The trial period can be extended in the circumstances set out below within this document.

2.3.2 If you have been granted an Introductory Tenancy, the Council will assess during the trial period whether it is appropriate that you have all the rights of a secure tenant. As an Introductory Tenant you do not have the same rights as a secure tenant. If the period has not been extended or notice given to end the tenancy, it will automatically become a Secure Tenancy.

2.3.3 The trial period can be extended for a further six months by the Council serving a Notice of Extension under Section 125 of the Housing Act 1996 giving you eight weeks' notice of its intention to do so.

2.3.4 You have the right to request a review of the Notice of Extension within 14 days of receiving the notice. If you do not request a review and the Notice of Extension is not withdrawn or you request a review, but the decision is confirmed to extend; the trial period will be extended for a further six months from the original expiry date of your tenancy.

2.3.5 If the Council issues possession proceedings against you during the trial period or during any extended trial period, the tenancy will remain an Introductory Tenancy until the proceedings are determined. If proceedings do not result in a possession order and the trial period or extended trial period has expired, your tenancy will become a Secure Tenancy.

2.4 This is a Tenancy Agreement between:

THE LANDLORD	The Royal Borough of Kensington and Chelsea, Town Hall, 8 Hornton Street, London, W8 7NX.
THE TENANT(S)	The persons listed in the box below are the tenants and where a joint tenancy exists, they are both jointly and severally liable for all the terms set out in this tenancy agreement.

Names of tenant/s (PRINT TENANT'S NAME)	1	Name										
		Date of Birth										
		NI Number										
	2	Name										
		Date of Birth										
		NI Number										

The address of the property	
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Details of the property	<p>The property is: (tick which applies)</p> <p><input type="checkbox"/> A flat <input type="checkbox"/> A maisonette <input type="checkbox"/> A bedsit</p> <p><input type="checkbox"/> A bungalow <input type="checkbox"/> A house</p> <p><input type="checkbox"/> Other (please state)</p> <p>The property has bedrooms. It is on the floor.</p> <p>The property has:</p> <p><input type="checkbox"/> No garden</p> <p><input type="checkbox"/> Garden</p> <p><input type="checkbox"/> Access to a shared use of garden</p>
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Tenancy start date	The tenancy will begin on Monday when the first advance payment of weekly rent will be due.
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Total Rent (including Service Charges and other charges)

The tenancy is for an initial term of one week and continuing weekly thereafter until determined. The weekly rent and service charges is payable in advance on every Monday and is made up as follows:

Rent	£
Heating Charges/Hot Water	£
Service Charge	£
Community Alarm Service Charge	£
Support Charge	£
Other	£
Total weekly payment	£

Household members

Surname	Other name	Relationship to tenant	Date of Birth

Issue of keys and fobs

Keys/fobs	Number of keys/fobs	Issued by
Front door		
Rear door		
Communal door		
Windows		
Parking area		
Other locks		

Date gas safety certificate provided	
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Date electrical certificate provided	
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Tenant/s Declaration:

The Tenant(s) must sign below after reading this Tenancy Agreement.

You have read this agreement and understand and agree to the terms and conditions set out in this document and, where applicable, the **Tenant's Handbook**. You understand that if you and your household and visitors do not comply with the obligations of this agreement the Council can take legal action against you and/or them. This may include applying to the Court for a Possession Order which may result in you losing the tenancy and everyone living at the property being evicted.

You agree that the information given in any housing application was and is still true. You understand that if you obtained this tenancy by giving false information, we may apply for a court order to take back possession of the property. You understand and agree to advise us of a change in circumstance which may affect your ability to pay the rent or right to claim benefits.

You agree that you will tell us as soon as is reasonably practical if anyone else comes to live with you at your property or if anyone listed as living at your property moves away.

Signed by Tenant (s)	Tenant 1
	Tenant 2
Date	
Signed on behalf of the Royal Borough of Kensington and Chelsea	
Date	
Name (PRINT)	

Tenancy Agreement (FOR OFFICE USE ONLY)

This is a tenancy agreement between:

THE LANDLORD	The Royal Borough of Kensington and Chelsea, Town Hall, 8 Hornton Street, London, W8 7NX.
THE TENANT(S)	The persons listed in the box below are the tenants and where a joint tenancy exists, they are both jointly and severally liable for all the terms set out in this tenancy agreement.

Names of tenant/s (PRINT TENANT'S NAME)	1	Name										
		Date of Birth										
		NI Number										
	2	Name										
		Date of Birth										
		NI Number										
The address of the property												

Tenancy start date The tenancy will begin on Monday
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Photo ID	
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Tenant 1	Tenant 2

Tenant 1	Photo ID seen	Yes/No
	I confirm the above photo is a true likeness	
	Date	
Tenant 2	Photo ID seen	Yes/No
	I confirm the above photo is a true likeness	
	Date	

3. TENANCY CONDITIONS

3.1 Rent

- 3.1.1 You must pay your rent and any other charges due in advance on Monday of each week. If you have a joint tenancy, each joint tenant is responsible for paying the rent. The amount to be paid at the beginning of this tenancy is shown in section 2.4 of this agreement. If you are paying rent at a different frequency, you must pay on the agreed dates in advance.
- 3.1.2 The Council have the right to change the rent and other charges by giving you four weeks' notice in writing of any changes.
- 3.1.3 When setting the rent for this property, we will consider any amounts of rent or other charges you owe for previous properties you have lived in within the Council housing stock or within temporary accommodation that we have placed you in.
- 3.1.4 If we are considering this, we will let you know how much you owe and add this to a sub-account which will be attached to your current rent account for repayment.

3.2 Service Charges

- 3.2.1 The Council will provide services to you for which you will pay a weekly charge. If you have a joint tenancy, each joint tenant is responsible for paying the weekly charge. This will be included in your total weekly payment, as shown in section 2.4 of this agreement.
- 3.2.2 We may vary the services we provide to you on occasion, but only after providing you with notice of any proposed changes and an opportunity to comment. After considering your comments, the Council will provide four weeks' notice before varying the services we provide. This could include discontinuing services or providing additional ones.
- 3.2.3 The Council have the right to review your service charges based on the actual costs of providing the service. This could include any expected increases or decreases in our costs. We will give you four weeks' notice before any service charge is altered.

3.3 Serving of Notices

- 3.3.1 The Council has the right to serve notices or processes of any kind in connection with this agreement, by leaving it at the property or giving it to you personally or by ordinary pre-paid post addressed to you at the property or at the last address we have for you.
- 3.3.2 If you need to serve any notice relating to your tenancy on us, you should send it to: The Royal Borough of Kensington and Chelsea, Kensington Town Hall, 8 Hornton Street, London, W8 7NX.

3.4 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 the terms of this tenancy agreement can only be enforced by you and the landlord.

3.5 Variation of the Tenancy Conditions

Where the Council wishes to make any changes (other than in the rent or other charges), the Council will first serve you with a preliminary notice of its intention to do so. A preliminary notice will state the proposed change and its effect and invite you to comment on the proposed change by a specified date. The Council will consider your comments and will serve a notice of variation on you explaining the changes it will be making to the tenancy agreement and the date the changes will take effect which, will be four weeks from the date it is received by you.

3.6 Tenant's Handbook

The information given in the Tenant's Handbook is for guidance and does not form part of this Tenancy Agreement. However, parts of the handbook which set out items of repair, decoration and fencing for which you are liable, are incorporated into this agreement.

4. OUR RESPONSIBILITIES:

4.1 Possession

- 4.1.1 We will give you vacant possession of the property from the start of the tenancy date outlined in section 2.4 of this agreement.
- 4.1.2 We will provide you with three keys and/or fobs for your front door and any communal doors at the start of your tenancy. You will need to arrange to have additional keys cut or purchase additional keys if these are required.

4.2 Repairs to the Property and Installations

- 4.2.1 We will keep in repair, the structure, exterior of the property including drains, gutters and external pipes.
- 4.2.2 We will keep in repair and working order any installations we have provided for the supply of water, gas, electricity, heating and sanitation, including baths, basins, sinks and toilets provided.
- 4.2.3 If a repair is needed because of neglect or damage caused by you, members of your household or your visitors, we will make the repair and charge the reasonable costs to you.

4.3 Repairs for Shared Areas

- 4.3.1 We will take reasonable care to keep the areas and facilities you share with your neighbours (such as common entrance halls, stairways, lifts, entry-phones, passageways, rubbish chutes and any other common parts, including lighting) in reasonable repair.
- 4.3.2 We are responsible for all fire safety precautions in communal areas.

- 4.3.3 If a repair is needed because of neglect or damage caused by you, members of your household or your visitors in a communal area, we may make the repair and charge the reasonable costs to you.

4.4 Decorations

We will redecorate the exterior of the property and any areas you share with your neighbours as part of the Council's planned cycle of works, or, in specific cases, if any, that are detailed in the Tenant's Handbook.

4.5 Data Protection

We will process personal information we hold to allow us to perform our duties as a landlord. We will ensure we process data in line with existing legislation, currently predominantly the GDPR and Data Protection Act 2018. Our Privacy Notice, available on our website, provides further information on how we process your data. This includes why we collect data, how it is collected, the legal basis for using your data, why and whom this is shared with and how long we retain your data for. Examples of where we may share data are with a contractor delivering works to homes, with the police in detecting or preventing criminal activity or with relevant statutory bodies in relation to a suspected safeguarding matter.

5. YOUR RESPONSIBILITIES:

5.1 Residence and Use of Property

- 5.1.1 Your rights to the property will begin from the start of the tenancy. You agree to live in your home and use the property for residential purposes as your only or principal home.
- 5.1.2 For the avoidance of doubt you are responsible for your own actions and any other person (including children) living in or visiting the property. You will ensure that any other person (including children) living in or visiting the property will not do anything you are not permitted to do by this agreement.
- 5.1.3 You must not operate or advertise any trade or business at your home without our written permission. We will not unreasonably refuse permission. If we give permission and the trade or business causes a nuisance or annoyance to other people in the locality, or damages our property, we can withdraw the permission.
- 5.1.4 You must not use your home for any illegal or immoral purpose including growing, preparing, selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution.
- 5.1.5 You will not put any business or trade signs on or around the property.
- 5.1.6 You must notify the Council immediately of any changes in residence in the property and must not overcrowd the property.
- 5.1.7 You must not damage or abuse the property. This includes fire precautions, such as your flat entrance fire door or fire alarm equipment, etc. You must never change your front door or remove any closing devices.

5.1.8 If you are going to be away from the property for a period longer than three months, you are required to let us know in writing as soon as possible. You must provide the reason you are away and when you expect to return. You will need to give us a contact address and phone number and details of access arrangements. If you do not write to us, we may act as if you have given up your property. Your tenancy may cease to be a secure tenancy and we may take steps to obtain vacant possession of the property.

5.1.9 You must continue to pay your weekly rent and other charges while you are away.

5.2 Payment of Rent and Other Charges

5.2.1 You must pay the rent and any other charges due under the terms of this agreement on Monday every week in advance.

5.2.2 You shall 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 You are responsible for undertaking the following minor and routine repairs as listed below:

- a) To unblock sinks, baths and minor blockages to drains or waste pipes.
- b) To repair non-rated fire door furniture including handles.
- c) To repair or replace toilet seats.
- d) To ease internal doors and window hinges.
- e) To replace plugs and chains to baths, basins and sinks.
- f) To repair minor plaster cracks and internal decorations.
- g) To repair shelves, curtain rails, battens and hooks.
- h) To reset trip fuses and circuit breakers caused by your own faulty appliances.
- i) To repair or replace electrical plugs (not socket outlets), fuses and accessible lightbulbs.

5.3.2 You will be responsible for testing smoke alarms in the property and should do so on a monthly basis and replace batteries in smoke alarms. You must not disconnect any smoke alarm from the power supply. Where smoke alarms are not easily accessible, please contact our Fire Safety Team.

5.3.3 You must dispose of fat and cooking waste responsibly. It is not acceptable to dispose cooking fat and waste down any sink due to the potential to cause a blockage.

5.3.4 You must not cause any damage to the property or any other property belonging to the Council. You must allow access to the Council, or its contractors and agents to carry out any inspections or repairs to address the damage caused.

5.3.5 You will repair or replace your own appliances, fixtures or fittings. You will pay for any damage caused from a failure of your own appliances that causes damage to the property or any other property.

5.3.6 You are obliged to 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 flammable material. You must not occupy the property in a way that may cause infestation or increase the fire risk.

5.3.7 You shall be responsible for any repairs that have resulted from any deliberate act or neglect by you or other persons residing in or visiting the property or any other third

party. If you cause any such damage, you will be expected to carry out the repair to the satisfaction of the Council. The Council may at its discretion carry out the repair and recharge the costs of the works to you.

- 5.3.8 You shall make good any damage caused by the Police during a forced entry to a reasonable standard.
- 5.3.9 You agree not to unblock any fireplaces that we have had blocked up without getting our written permission first.
- 5.3.10 You must report all repairs, damage or defects that are the Council's responsibility and that is needed to the outside or inside of the property, including any communal area you share with your neighbours. Please refer to the Tenant's Handbook for details.

5.4 Condition of the Property

- 5.4.1 You must keep the property in a clean and satisfactory condition, including to a good decorative standard. You are responsible for the cleaning of windows, extractor fans and undertaking minor repairs specified in section 5.3 in this agreement. It is your responsibility first to ensure your own safety when carrying out these tasks.
- 5.4.2 You are responsible to ensure all rooms are ventilated adequately to prevent condensation in the property. Please refer to the Tenant's Handbook for details.
- 5.4.3 You must not disconnect any extractor fans or block any vents in the property.

5.5 Alterations and Internal Decorations to the Property

- 5.5.1 If you are an introductory tenant, you are not permitted to make any alterations, additions or improvements to the property.
- 5.5.2 As a secure tenant, you are not permitted, without first obtaining the written consent of the Council, consent not to be unreasonably withheld, to:
 - a) Make any structural alterations or additions to the property that changes, increases, decreases or otherwise interferes with the property.
 - b) Make any non-structural alterations or additions to the internal layout of the property.
 - c) Lay any tiling, wooden or laminate flooring and will keep the floors of the property covered with suitable materials in order to minimise the transference of noise to other dwellings. If you have not asked for permission and the floor coverings cause subsequent noise nuisance, we will request that you remove the flooring and re-install with approved sound insulation and other suitable floor coverings, i.e. carpet. The type of flooring required will be informed on a case by case basis and dependant on the fabric of the building itself. If the flooring needs to be taken up by the Council or its contractors or agents to gain access to the floorboards to effect repairs, you shall be responsible for relaying it at your own expense.
 - d) Remove or alter the Council's fixed units, doors, fixtures or fittings.
 - e) Change or decorate the exterior of the property, including the installation of security doors.

- f) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property grounds.
- 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 part of it.

5.5.3 This consent may be subject to conditions that we will provide to you in writing. All permission must be given to you in writing and not verbally. Verbal permission does not equate to express permission from the Council.

5.5.4 You are responsible for any fixtures and fittings that you, or any previous tenant, have installed (with or without our written permission).

5.5.5 You are responsible for decorating the inside of the property. You must not apply textured coating or any flammable covering, including but not limited to polystyrene tiling, coving or similar materials to the walls or ceiling. Please refer to the Tenant's Handbook for details.

5.6 Right of Entry/Access to Your Property

5.6.1 You must allow the Council and/or contractors and/or agents working on its behalf access to the property with 24 hours' notice, which need not be in writing, for any of the purposes set out in our responsibilities and access requirements in this Agreement. In completing this work, appropriate data will be processed including but not limited to necessary photographs and recordings to allow us to evidence and action issues identified. Full details are in our Privacy Notice as detailed in section 4.5.

5.6.2 In the case of any emergency which includes, but not limited to:

- a) To conduct fire risk assessments or other health and safety assessments and in order to implement the recommendations of any such assessment.
- b) To carry out repair or improvement to the property or to any other Council property.
- c) To make safe any installations in or to the property.
- d) To carry out disinfection, fumigation or pest control to the property if necessary.
- e) To inspect and survey the property and where required by the Council or its contractors, prepare a list and record details of any alterations or additions, damage to, or neglect of the property.
- f) To carry out servicing of any gas and electrical appliances/installations, at the property.
- g) To comply with any statutory obligation of the landlord in respect of the property or any other Council property.
- h) To reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or additions to the property.
- i) To carry out work in default where you have failed to decorate or carry out minor repairs to the property as required by this agreement.
- j) To check the occupancy of the property and/or for other tenancy management related purposes.

or where, in the Council's, its contractors and or its agents reasonable opinion it is necessary to gain immediate access because:

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

5.6.3 You must give immediate access to the property in certain circumstances, as described above, otherwise the Council, or its contractors acting on its behalf may undertake a forced entry. You must not obstruct or prevent the Council, its agents or contractors from gaining access to the property in any circumstances in which the Council has the right to enter it under this agreement.

5.7 Anti-Social Behaviour and Harassment

5.7.1 You or any person living in and or visiting the property must not cause a nuisance, annoyance, disturbance, offence, distress or alarm to other tenants, their family, other residents, Council representatives, lodgers or visitors or commit any acts of harassment to any person within the property, common parts or locality.

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

- a) hate crime including but not limited to a crime against someone due to their disability, race, gender, sexual orientation, religion, age, ethnic background.
- b) intimidation of neighbours and others through threats or actual violence
- c) harassment, including racial harassment
- d) verbal or written abuse
- e) systematic bullying of children in the locality
- f) abusive behaviour aimed at causing distress or fear to certain people
- g) noise nuisance
- h) dumping rubbish / fly-tipping
- i) animal nuisance
- j) vandalism, property damage and graffiti
- k) Alcohol / drug related nuisance
- l) Urinating in the communal and external parts

5.7.2 You must not commit an indictable offence in, or in the locality of the property.

5.7.3 If you damage a Royal Borough of Kensington and Chelsea property, either in a shared area or within a dwelling, we will require you to pay our reasonable costs of repairing the damage.

5.7.4 If you are found to be in breach of this agreement the Council may commence legal proceedings that may include possession of the property, injunctions orders with powers of arrest or exclusion order and will work with other agencies to ensure a safe neighbourhood within the scope of the law.

5.8 Threats and Violence Against Staff

You or any person living in and or visiting the property must not threaten, verbally abuse or assault any member of staff employed by the Council, its representatives or

any of its contractors working on their behalf. If you are in breach of this, the Council may restrict your access to staff, contractors or offices in such circumstances as are considered by the Council as appropriate and may also commence legal proceedings against you.

5.9 Noise and Nuisance

5.9.1 You must act in a reasonable manner and must not do anything which in our reasonable opinion causes noise nuisance or cause excessive vibrations at the property. This will include (but is not limited to) the following:

- a) Playing any sound systems (including speakers) at loud volumes that can be heard outside the property.
- b) Playing your television, radio or any music loudly in your home or in any garden or shared area.
- c) Using power tools and other electrical or similar equipment between the hours of 8pm to 7am such as to cause nuisance, disturbance or annoyance to neighbours or others in the area.
- d) Insufficient floor coverings that do not insulate noise.

5.9.2 Where we have provided areas to be used for play including open spaces and playgrounds, you are responsible for ensuring that you, your household and visitors, do not cause a nuisance in relation to excessive noise, damage to the property or communal areas or walkways, or risk to the personal safety of themselves or others.

5.9.3 You must not create a nuisance or health hazard by leaving food items or household waste out on balconies, communal areas or gardens that will attract vermin, pigeons or any other animals.

5.10 Domestic Abuse

5.10.1 You must not commit or threaten, harass or commit mental, emotional, financial or physical abuse against any person who has the legal right to be at the property, any other person in the property, or in the locality or encourage any other person to do so.

5.10.2 You agree not to commit or threaten abuse or use violence which prevents, or is likely to prevent, anyone living in your home (including children) from being able to live there in safety and peacefully.

5.10.3 If there is a breach of this clause, we may seek a possession order against you or an occupier of the property.

5.10.4 We will support any tenant who experiences Domestic Abuse – even if they are not our tenant, we will refer them onto the most appropriate support service.

5.11 Drugs

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

5.12 Animals

- 5.12.1 You shall not keep at the property any animal or pet without the prior permission of the Council in writing and shall not keep the animal or pet at the property if permission is withdrawn by the Council in writing.
- 5.12.2 If permission is given, it may be subject to conditions and you must comply with any such conditions.
- 5.12.3 The Council will not grant permission or where it has been granted, 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.
- 5.12.4 When asking for permission, you may be obliged to complete a Pet Agreement and provide details of your pet.
- 5.12.5 You will keep your dog on a lead and/or any other animal or pet under strict control in communal areas.
- 5.12.6 You must not let your dog or any other pet foul or damage the inside or outside of the property or shared areas so that it becomes a public health nuisance or annoys neighbours or visitors. This includes (but is not limited) to the following:
- a) Lifts
 - b) Stairways
 - c) Communal walkways
 - d) Laundry or drying areas
 - e) Private gardens of the property
- 5.12.7 You must immediately remove any fouling and clean the affected area. Where damage and fouling occur, you must repay our reasonable costs of any repairs, cleaning or other expenses as a result.
- 5.12.8 Any dog classed as dangerous under the Dangerous Dogs Act 1991 will not be permitted in our properties.

5.13 Pests and Infestations

You are responsible for preventing and eradicating any pests such as mice and rats, or infestations such as wasps, cockroaches, fleas or bed bugs within your home and garden, including keeping a good level of cleanliness and hygiene.

5.14 Moving out Temporarily (Decanting)

- 5.14.1 If we need to carry out repairs or other works to the property, the block or the estate and we cannot reasonably complete them while you are living there, you will be asked to move out temporarily in accordance with our decant policy.
- 5.14.2 You must leave your alternative accommodation and move back to your permanent property once the works are completed. If you refuse to leave the accommodation, we will seek possession of the premises and ask the Court to make an order that you pay our costs of the proceedings.

5.14.3 The Council will not charge you for the decanted property; you will remain liable for your rent at your permanent property along with any other household costs including Council Tax.

5.15 Common Areas

5.15.1 You must not store, lock, block or otherwise prevent access to internal or external communal areas or access routes. This includes but is not limited to rubbish, furniture, bicycles, prams/pushchairs, mobility scooters or mobility aids.

5.15.2 Any items stored in a communal area will be subject to immediate removal, storage, or disposal. We will charge our reasonable costs for such removal storage or disposal.

5.15.3 You shall keep the common areas adjacent to the property clean, free from obstruction or flammable material and tidy at all times and will be required to pay for:

- a) The cleaning of lifts and communal areas if fouled by your pet.
- b) The clearing of blocked rubbish chutes blocked by your rubbish.
- c) The clearing of refuse deposited by you in common areas.

5.15.4 You must not lock, keep open, damage or obstruct any communal entrance doors, fire doors or gates within the interior or exterior of the building. We may charge our reasonable costs for such repair or replacement.

5.15.5 You must not hoard any items within the building or common areas so as to cause any health and safety risk or fire hazard.

5.15.6 You must not damage or tamper with any Fire and Safety equipment provided in the property and building. We may charge our reasonable costs for repair or replacement to you. This includes, but may not be limited to, detection / alarm devices, flat entrance doors, internal doors within the property.

5.15.7 You must not smoke in communal areas. This includes entrance halls, corridors and stairways.

5.15.8 Barbeques are not allowed in any communal or private balconies or other communal areas.

5.15.9 You must not store any combustible items on communal or private balconies.

5.15.10 You must not use your communal or private balcony as a storage area and it must remain free of clutter.

5.15.11 You must not keep, store or use any explosive or flammable substances or gas products in any common areas or any garage or shed. Any items that are found will be immediately removed by us and the reasonable cost of removal and disposal will be charged to you.

5.16 Rubbish, Refuse and Recycling

- 5.16.1 You 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. You must correctly dispose of rubbish in the designated area or a refuse chute (where applicable) by ensuring the bag size is suitable for the chute. You must not deposit or store any rubbish, larger unwanted items or unsightly materials against the outside walls of the property.
- 5.16.2 You must not allow rubbish to build up inside and against the outside walls of the property, or above the damp course level of any building.
- 5.16.3 You are responsible for separating your recyclable items and making them available for collection if recycling facilities are provided.

5.17 Gardens, Patios and Balcony

- 5.17.1 You must maintain any private garden, window boxes, patios or balcony which comes with the property to a tidy, safe and reasonable order. You must ensure that items within the balcony such as pots are secure and they do not cause a danger or a health risk to anyone or obstruct a public right of way. Please refer to the Tenants Handbook for more details.
- 5.17.2 You must not plant or remove any trees or plants in any communal garden, space or shared area.
- 5.17.3 Whilst you are responsible for maintaining your private garden, you must obtain our written permission before cutting down or removing any trees within the private garden demised to the property. Any works that are undertaken by the Council's Arboriculture Team will be recharged to you. Please refer to the Tenants Handbook for more details.
- 5.17.4 You must ensure that any trees or hedges in your gardens are maintained to a reasonable height and condition and that they do not obstruct any windows, doors or footpaths.
- 5.17.5 Any private garden, window boxes, patios or balcony which comes with the property that is deemed to have not been maintained to a tidy, safe and reasonable order, will be investigated and may result in works being undertaken to remedy the issues and will be recharged to you.
- 5.17.6 You are responsible for the repair and maintenance of fences, gates, paths and any garden or area that forms part of the property, except for any fences bordering the highway.
- 5.17.7 You must not put up or install a shed, garage, greenhouse, pond or other structures without getting our written permission first.
- 5.17.8 If you fail to comply with any of these requirements, you will be charged for any costs we incur in undertaking work you should have done or removing structures you have put up without our permission.

5.18 Parking

- 5.18.1 You must not park any commercial vehicle, caravan, boat, trailer, or large vehicle on the Council's land without our written permission. You must comply with any parking conditions issued by the Council, its contractors and/or agents and must not obstruct access to other properties or the highway.
- 5.18.2 Vehicles parked on the Council's land must be roadworthy, taxed and insured. Any vehicle parked on our land that is not displaying a valid parking permit (unless there is a valid electronic permit) and is unlicensed, untaxed, severely damaged, appears abandoned or un-roadworthy is liable to be immediately removed. Vehicles may be disposed of, along with their contents.
- 5.18.3 You must not park in a way that may prevent or obstruct the collection of refuse, the access of emergency vehicles or without consideration for residents and other road users.
- 5.18.4 You must not carry out any repairs to any vehicle at the property, or on any estate, access road, parking bays or car parks that can cause a hazard or nuisance to others or damages to roadways, parking areas or footpaths. You may be responsible for any damage caused to the property or communal area as a result of the work you have carried out.
- 5.18.5 You must not park or store any motorbike or scooter in any shared or communal area, alleyway, path or access area that is deemed dangerous and causes a hazard. Any vehicle found in the covered areas will be removed and the reasonable cost of removal and storage will be charged to you.

5.19 Assignment, Sub-Letting and Lodgers

- 5.19.1 Introductory tenants are not permitted to sublet any part of the property or take in lodgers.
- 5.19.2 As a secure tenant, you must not sub-let the whole of the property in any circumstances. If you sub-let the whole of the property, the tenancy will cease to be secure and cannot become secure again.
- 5.19.3 You must not sub-let part of the property without the Council's prior permission in writing, permission not to be unreasonably withheld and providing the name of the intended sub-tenant and the part of the property they would occupy and details of the rent you are intending to charge. This must not be more than your weekly rent. Any sub-tenant will need to provide us with proof of identity.
- 5.19.4 Secure tenants may take in a lodger as long as it will not result in overcrowding and the rent charged is not more than the weekly rent for the property. You are obliged to notify and provide us with proof of identity of any person you allow to live in the property as a lodger within 14 days of them moving in.
- 5.19.5 You must not assign the tenancy of the property except in accordance with the law.

5.20 Mutual Exchange

- 5.20.1 Introductory tenants are not permitted to exchange properties.
- 5.20.2 As a secure tenant, you have the right to exchange the tenancy for a secure tenancy with us or another registered social landlord or local authority. You must have written consent of both landlords before the exchange can take place. Consent will be subject to relevant checks and conditions being met.

5.21 Succession

- 5.21.1 If you have a joint tenancy and one tenant passes away, the tenancy will automatically pass to the remaining joint tenant.
- 5.21.2 There can only be one succession.
- 5.21.3 If you became a tenant **before 1 April 2012**, your tenancy will pass to your spouse, civil partner or a person living with you as your spouse or civil partner if at the time of your death they were living in the property as their only or principal home. If this does not apply, the tenancy can be passed to another family member (as defined by the law) provided they occupy the property as their only or principal home and had been living with you at the address for 12 months prior to your death.
- 5.21.4 If more than one member of your family has a right to the tenancy, they should agree who claims it. If they cannot agree, they should all make a claim to us in writing and we will decide whom to offer the tenancy to.
- 5.21.5 If the successor is not a spouse or civil partner or a person living with you as your spouse or civil partner and succession results in under-occupation of the property by one bedroom or more, they may be required to move to a more suitable property.
- 5.21.6 If you became a tenant **after 1 April 2012**, your tenancy will pass to your spouse, civil partner, or person living with you as your spouse or civil partner provided, they were occupying the property as their only or principal home. The tenancy cannot pass to any other family member.
- 5.21.7 There is no legal right for one tenant to add another tenant onto a tenancy. Where a sole tenant asks to create a joint tenancy, the Council will consider the request carefully. Both residents to the proposed joint tenancy will be interviewed separately to ensure both are equally willing to enter into a joint tenancy. The Council will not agree to the creation of a joint tenancy where the existing sole tenant gained the tenancy as a result of succession.

5.22 Lost Keys

- 5.22.1 Unless you live in sheltered accommodation, you must contact us to replace any lost keys/fobs and change the locks if necessary.
- 5.22.2 If you lock yourself out of your property or lose your keys or fobs, you will be charged for replacements and the reasonable cost of any forced entry, including any necessary follow up repairs.
- 5.22.3 You are not permitted to change locks to a communal entrance door under any circumstances. The Council is responsible for replacing locks to these doors, and will distribute keys to you, as and when the locks are changed.

5.23 Remedying Breach of Conditions and Charges

The Council may take whatever steps are deemed necessary in respect of any breach of your 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 you will provide access to the property on 24 hours' notice or without notice in case of emergency to the Council, its agents or contractors and will pay to the Council on demand all reasonable costs incurred.

5.24 Terminating the Tenancy

5.24.1 You can terminate the tenancy by giving us four weeks' notice in writing, signed by you, as the tenant to end your tenancy. If the tenancy is a joint tenancy, any one of the joint tenants may serve such a notice of termination.

5.24.2 If and so long as the tenancy is a secure tenancy the Council may terminate the tenancy by serving on you the appropriate statutory notice and if necessary obtaining a court order for possession. If the tenancy ceases to be a secure tenancy the Council may terminate the tenancy by giving you a Notice to Quit.

5.24.3 If you terminate the tenancy but the condition of the property is not up to the Council's standard – at a minimum based on the Council's void standard, you will be liable for additional costs to bring the property back up to standard. This would be in addition to the four weeks' rent payable during the notice period.

5.25 At the End of the Tenancy

5.25.1 At the end of the tenancy you must pay all outstanding debts due under the terms of the tenancy and give up possession of the property, ensuring that no other person remains in occupation of it. You must ensure all persons leave the property when the tenancy ends. You will be liable for further charges if people remain in the property.

5.25.2 You must remove all belongings, including anything that belongs to you or another person and leave the property empty and clear of refuse, including carpets and flooring; except for fixtures and fittings that belong to the Council.

5.25.3 You must leave the property clean, tidy and in good decorative condition and free from pests and vermin and shall make good any damage caused by you or your visitors or any person living in the property.

5.25.4 You must leave the Council's fixtures and fittings in a good state of repair and in a reasonable standard. Please refer to the Tenant's Handbook for more details.

5.25.5 You must ensure all minor repairs are carried out to a reasonable standard.

5.25.6 You must return all keys of the property, including shed keys and fobs to the Council at the address given in this agreement at the end of the tenancy. You agree to pay any reasonable charges incurred in securing the property against re-entry if you do not return the keys.

- 5.25.7 You agree that if any refuse, possessions, items or other goods you leave in the property are not removed at the end of the tenancy, the Council or its contractors may dispose of them in any way it sees fit and will not be liable for any losses you incur as a result.
- 5.25.8 In certain circumstances we are required to store your possessions where you have failed to remove them from the property after moving out or following eviction in accordance with Section 41 of the Local Government Miscellaneous Provisions Act 1982. Where a termination of tenancy form has been signed, any possessions left behind become the property of the Council and can be disposed of immediately. Where there is no termination form we will serve you with one month notice and store your possessions for that period only. If we are unable to service notice we may retain the possessions for a reasonable period. We will recharge the cost of removal and weekly storage to you.
- 5.25.9 You must pay on demand all costs incurred by the Council as a result of you 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 at the end of the tenancy.

6. YOUR RIGHTS

6.1 Your Right to Occupy

You have the right to peaceably and quietly possess and enjoy the property without any lawful interruption or disturbance from us, except when:

- a) We need access to check the condition of the property, or to carry out repairs or other works to the property, or to a neighbouring property;
- b) We need access to check your gas installations to meet our legal obligation as your landlord;
- c) The court has given us possession by ending your tenancy;
- d) Or you surrender the tenancy.

6.2 Improvements and Compensation for Improvements

- 6.2.1 Introductory tenants are not permitted to make any improvements, additions or alterations to the property.
- 6.2.2 If you are a secure tenant you may make improvements, additions and alterations to your property, provided you have received our written consent and obtained necessary approvals.
- 6.2.3 If you undertake improvements, additions, alterations without our written consent, or they do not meet the agreed standard, you are breaching this agreement and may be required to return the property to its former state.
- 6.2.4 If you terminate your tenancy after making approved improvements to your property you may be entitled for compensation. Where you ask us to compensate you, we will do so in accordance with the law.

6.3 The Right to Repair

You have the right to raise certain urgent minor repairs that may affect health, safety or security. We can give you full details of our repairs schedule upon request.

6.4 The Right to Buy

6.4.1 Introductory tenants do not have the right to buy. Time spent as an introductory tenant will contribute to the qualifying period.

6.4.2 If you are a secure tenant you have the right to purchase your property as soon as qualifying conditions have been met.

6.5 The Right to Information

You have the right to request the information we hold about you by making a Subject Access Request. As a Public Body you also have the right to request general information on the scope of RBKC activities. Additional rights are contained in our Privacy Notice on our website.

6.6 The Right to Consultation

We will consult you on matters of housing management. Housing management in this context means the maintenance, improvement or demolition of your property and services provided to you under the tenancy. It does not include rent or service charges.

7. OUR RIGHTS

7.1 All Tenants

7.1.1 If you do not reside at your property as your only or principal home and/or you have sublet the whole of your property and/or part of it without our written permission, we may end your tenancy by giving you four weeks' Notice to Quit, ending on a Monday. After this time the secure tenancy comes to an end.

7.2 Introductory Tenants

7.2.1 If you are an introductory tenant and have breached a term of the tenancy including the following:

- a) Not paying your rent
- b) Engaging in nuisance and/or anti-social behaviour
- c) Committing or allowing criminal activity in the property or locality

We may start the process to end your tenancy or extend the trial period. This would entail serving you with a Notice of Possession Proceedings or a Notice of Extension.

You will have a right to request a review of our decision to either seek possession or extend the tenancy.

7.2.2 If we seek a court order to evict, you may be liable for costs of any proceedings.

7.3 Secure Tenants

7.3.1 If you are a secure tenant and have breached a term of the tenancy including the following:

- a) Not paying your rent
- b) Engaging in nuisance and/or anti-social behaviour
- c) Committing or allowing criminal activity in the property or locality

We may start the process to end your tenancy by serving you with a Notice of Seeking Possession and obtain a court order to evict you. You may be liable for costs of any proceedings.

8. OTHER TERMS

8.1 Complaints

We have a formal complaints procedure. If you believe we have broken any terms of this agreement or failed to meet one of our responsibilities, please follow our complaints procedure.