

Housing Tenancy Agreement

The terms and conditions of your tenancy are printed inside.
They form the basis of a legal agreement between you
and the Royal Borough of Greenwich as your landlord.
Both parties have responsibilities in the agreement.

If you want any part of the agreement explained,
please contact the Royal Borough, a Law Centre,
Greenwich Housing Rights or a Citizens Advice Bureau.



Definitions and action we can take

Definitions

You, your

The tenant, and in the case of joint tenants, any one or all of the joint tenants.

We, our, the Royal Borough of Greenwich, the Royal Borough as the landlord.

Introductory Tenant

An Introductory Tenant is either a first-time tenant, or a Royal Borough tenant who has had a break in their tenancy. They have an Introductory Tenancy, which lasts for a trial period. They have fewer legal rights than a Secure Tenant, and can be evicted more easily than Secure Tenants. If there are no problems during the tenancy, the Introductory Tenancy automatically becomes a Secure Tenancy at the end of 12 months. However, the Royal Borough may act to extend the trial period.

Secure Tenant

A Secure Tenant has the right to stay in the property provided they do not break their tenancy conditions. A Secure Tenant cannot be evicted unless we obtain a possession order from the Court.

Neighbours

Includes everyone living in the local area, including other tenants and people who own their homes.

Communal areas

Communal areas are places that are shared or used by all residents, including stairways, landings, paths, entrances and hallways, estate roads, gardens, and landscaped areas.

Action we can take if you break your tenancy agreement

We will try to resolve problems without taking formal action. This may mean asking you for your agreement to resolve problems by getting help from other agencies. If the problems continue, we may need to start legal action.

The types of legal action we may consider in relation to your tenancy include:

- injunctions – an injunction is a court order that requires you or a member of your household to do something or to stop doing something
- possession orders (**Secure Tenants only**) – in serious cases we can ask the Court to evict you from your home. This may be an immediate possession order or a suspended/postponed possession order, *and*
- magistrates' court orders and fines relating to environmental nuisance, such as excessive noise and dumping rubbish.

Note: If we take legal action against you and are successful, you will have to pay the costs of the legal proceedings.

Note: If you are an Introductory Tenant we can end the tenancy by serving you with a Notice of Proceedings for Possession, which is a more direct way of starting the eviction process. For more information see the Introductory Tenancy booklet.

Note: We will not hesitate to apply to court for possession of your home if you commit acts of anti-social behaviour or crime as laid out in Section 84A of the Housing Act 1985. For further information about our powers to deal with Anti-Social Behaviour, please refer to the Tenants' Handbook (see Part 1 – Grounds).

Tenancy Conditions

Introduction

This is your Tenancy Agreement. It sets out our obligations as your landlord and your rights and obligations as a tenant.

In the following, the word 'tenant' applies to all individual and joint tenants. The word 'property' includes the accommodation you live in, plus any garden, balcony, garage, shed (except a garden shed), fence or wall let with it.

These conditions may be altered. However, we will give you 28 days' written notice of any proposed changes and will consider your views before putting them into effect. You will also have the opportunity of ending your tenancy before the changes take effect.

Security of tenure

You have a Secure Tenancy under the terms of the Housing Act 1985 (as amended), or an Introductory Tenancy under the Housing Act 1996 (as amended).

Introductory Tenants

An Introductory Tenancy may be ended as follows:

- If we give you 4 weeks' written notice, which will end on a Monday. We will serve notice if you no longer live in the property as your principal (main) home, or for joint tenants, if both of you no longer live there as your principal (main) home.
- By an Order of the Court after we have served a Notice of Proceedings for Possession, giving 6 weeks' notice to expire on a Monday.
- By you giving us 4 weeks' written notice, which must expire on a Monday.

We will use our legal powers promptly to stop tenants behaving unacceptably, as follows:

1. Through injunctions

We have the right to seek an injunction in the courts to stop tenants committing anti-social

behaviour that affects our management of properties. This behaviour is defined by the Anti-Social Behaviour, Crime and Policing Act 2014 as acts:

- that have caused, or are likely to cause, harassment, alarm or distress to anyone
- capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, *or*
- capable of causing housing-related nuisance or annoyance to any person.

A court may grant an injunction against a person aged 10 or over if 2 conditions are met:

- It is likely that the person has engaged or threatens to engage in anti-social behaviour.
- It is reasonable to grant it to stop them engaging in anti-social behaviour.

2. Through possession action

If you engage in anti-social behaviour, you risk losing your home. Part V of the Act introduces a new 'absolute' ground for possession where there has already been a court decision proving anti-social behaviour. This means possession could be granted to us after just one hearing. The court must grant us possession if anti-social behaviour took place in the locality, and where at least one of the following applies:

You, a family member or visitor have:

- been convicted of a serious offence, *or*
- breached an injunction, *or*
- been convicted for breaching a criminal behaviour order, *or*
- been convicted for breaching a noise abatement notice or order, *or*
- where your property has been closed for more than 48 hours under a closure order for anti-social behaviour.

A Secure Tenancy can be ended only in the following ways:

- If we give you 4 weeks' written notice, which will end on a Monday. We will serve a Notice to Quit if you no longer live in the property as your principal (main) home; or for joint tenants, if both of you no longer live there as your principal (main) home. At the end of this period the tenancy stops being a Secure Tenancy.
- By an order of a court arising out of a domestic dispute or the breakdown of a marriage or a civil partnership, where the Court has ordered the tenancy to be transferred to either party.
- By service of a Notice on the Public Trustee or Executor, when the tenant dies and there is no one to succeed to the tenancy.
- By you giving us 4 weeks' written notice, which must end on a Monday. In the case of joint tenants, notice from one tenant will end the tenancy as a whole.

Note: Any notice we give under these conditions may be:

- handed to you in person, or
- left for you at, or fixed to, the property or at your last-known address, or
- sent by first-class post to your home or last-known address.

If you give us notice, you must address it to the Director of Community Service at the address shown on the tenancy agreement form.

Your tenancy can also be ended by order of the County Court where we seek possession on any of the grounds set out in Schedule 2 of the Housing Act 1985 (as amended). Please note that this is a summary only and you should take independent legal advice if you want further information or an explanation of the full grounds.

Part I

Grounds on which a court may grant possession, if it considers it to be reasonable:

Absolute ground for possession for anti-social behaviour (Section 84a Housing Act 1985)

A court will grant possession if you or someone else living in or visiting your home:

- has been convicted of a serious offence against someone living near you or your landlord, *or*
- has breached an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, *or*
- has breached a Criminal Behaviour Order, *or*
- has been convicted of a noise nuisance offence, *or*
- has been convicted for breaching a Community Protection Notice, *or*
- there is a closure order on your home and you are not allowed in it for more than 48 hours.

Note:

If you have been served with a civil injunction, the court may exclude you from your home.

Ground 1.

Arrears of rent or a breach of tenancy condition(s).

Ground 2.

Nuisance or annoyance to residents, visitors or others acting lawfully in the area, or convicted for using the property for immoral or illegal purposes.

Ground 2a.

Spouse or partner has left due to violence and the court is satisfied they are unlikely to return.

Ground 2aa.

Nuisance or annoyance to the landlord, employee or agent that affects housing management duties.

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Ground 2ZA.

You or someone else living in the property has been convicted of an indictable offence at a riot in the United Kingdom. An indictable offence means it is tried in the Crown Court.

Ground 3.

Damage or neglect of the property by you or anyone living with you (if you have not taken reasonable steps to remove the person who caused the damage).

Ground 4.

Damage to furniture that we have provided for your sole use or in communal areas (such as in sheltered housing).

Ground 5.

Obtaining a tenancy by fraud.

Ground 6.

You must not make or receive a payment to another person for an assignment by exchange.

Ground 7.

Where:

- you are a Royal Borough employee, granted the tenancy on the basis of your employment, *and*
- the property is within the boundary of, or part of, a building held mainly for purposes other than housing, *and*
- you have behaved in a way that, taking into account the main use of the building, means it would not be right for you to continue to live there.

Ground 8.

You were living in temporary accommodation, while work was carried out on your main home, *and*

- a) you were a Secure Tenant of the previous accommodation, *and*
- b) you took the temporary tenancy on the understanding that on completion of the work you would move back to your main home and you have not moved back, *and*
- c) the work has been completed and your main home is available.

Part 2

Grounds on which a court may order possession if suitable alternative accommodation is available:

Ground 9.

The property is statutorily overcrowded, which means that you are committing an offence.

Ground 10.

We need the property empty to:

- a) carry out repairs, *or*
- b) demolish or reconstruct the building or part of it.

Ground 10A.

We need to redevelop the area where the property is, and need to take the property back to do so.

Ground 11.

This relates to landlords who are charities and does not apply to the Royal Borough.

Ground 12.

Where:

- you rent the property as part of your employment, *and*
- it is within the boundary of a building generally used for purposes other than housing, *and*
- the employment has ended and we need vacant possession to house another employee.

Ground 13.

The property is specially adapted or has special features substantially different from ordinary houses or flats, making it suitable for a disabled person, *and*

- a) a disabled person no longer lives there, *and*
- b) we need the property to let to another disabled person.

Ground 14A.

This relates to housing associations or trusts and does not apply to the Royal Borough.

Ground 15.

The property is designated for a special needs group, and there is no longer a person with special needs living there, and we need the property to relet to someone with these needs.

Ground 15A.

A family member (not the husband or wife) has succeeded to the tenancy, and the accommodation is larger than the new tenant needs.

Your responsibilities

1. Paying the rent

- 1.1 You must pay your total weekly rent to us, including any other charges shown in this agreement. The total weekly rent is due in advance every Monday. Alternatively, you can pay your rent once a month or once a fortnight in advance.

Note: For more information about how to pay your rent, see the additional information on page 17.

- 1.2 The rent and any other charges are reviewed annually and may be increased or decreased at any time without affecting any other condition of your tenancy. We will give you 4 weeks' written notice of a change in your rent or other charges. If you are not willing to continue the tenancy following a change in your rent or other charges, you can give us 4 weeks' written notice, to end on a Monday, to end your tenancy and vacate the property.
- 1.3 You must inform the Housing Income Team of any change in your circumstances affecting your ability to pay the rent

2. Respect for others

- 2.1 You are responsible for ensuring the good behaviour in your home or on any part of the estate or neighbourhood of your children, other members of your household, and visitors. 'Good behaviour' here means behaviour that respects the rights of others to peaceable enjoyment of their home and neighbourhood and does not cause nuisance, annoyance or distress to other people.
- 2.2 You must not do or permit anything to be done in your home or on any part of the estate or neighbourhood that may cause or be likely to cause nuisance, annoyance or distress to other people.

Note: Anti-social behaviour may include but is not limited to verbal abuse; harassment; intimidating behaviour; noise nuisance; motor vehicle nuisance; drug, alcohol, and solvent-related nuisance; environmental nuisance, such as litter, graffiti and fly-tipping; nuisance from animals; garden nuisance, such as overgrown gardens, vermin, bonfires and rubbish; and nuisance caused by a business run from your home.

- 2.3 You and all members of your household, including children and visitors to your home, must not:
- carry out or allow any form of racial harassment or abuse, or cause anyone distress or nuisance because of their racial origin or colour, *nor*
 - carry out any form of sexual or other harassment or abuse, *nor*
 - do anything to cause distress or nuisance to anyone because of their religious views, gender, age, disability, or sexual orientation.
- 2.4 You must not inflict domestic violence, threaten violence or use mental, emotional, financial or sexual abuse against your partner, ex-partner or another member of your family or household.

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Note: Domestic violence is the emotional, physical, sexual, financial or psychological abuse of a person by their partner, family member or someone with whom there is, or has been, a relationship. It includes abuse of a vulnerable person by a carer who is a partner or family member. If you need any further information or help, please see your Tenants' Handbook.

- 2.5 You or anyone acting on your behalf must not harass, abuse, or use or threaten violence against any Royal Borough employee or agent.
- 2.6 You must not allow noise, however it is caused, to be loud enough to annoy other people. This includes but is not limited to the use of television, radio, music equipment, musical instruments or household appliances.

Note: For example, noise nuisance may also be caused by do-it-yourself work; shouting; loud parties; slamming doors; or inadequately sound-proofed floors, such as laminate flooring.

- 2.7 You must not use the property or any part of it, or allow any other person to use it, for an illegal purpose, or in a way that may:
- cause a nuisance or danger to others;
 - damage your home or surrounding properties.

This includes but is not limited to the storage and/or the use of illegal drugs, and the storage of stolen goods.

Note: If you are evicted for such matters, you may be prohibited from joining the Housing Register, should you wish to apply to become a tenant again.

- 2.8 You are responsible for any pet that you, members of your household or visitors bring into your home or communal areas. We define a domestic pet as:

a dog (except any dog listed in Dangerous Dogs legislation or assistance dogs); cat; small caged bird; rodent; rabbits; non-venomous insects; fish; or small non-venomous reptiles.

- If you are a sheltered housing resident, you should notify the Neighbourhood Officer (Sheltered Housing) in writing if you wish to keep an assistance dog.
- You must not let the pet cause any nuisance, annoyance or danger to neighbours or visitors to the property (including Royal Borough officers), or any damage to the property.
- You must not breed pets in any part of your home, garage, garden or outbuilding.
- You must ensure that your pet complies with all legal requirements.
- You must ask for written permission for each dog you want to keep, except assistance dogs. This applies to the first and any additional dog. You must ensure that your dog is micro chipped, and provide evidence of this. You must comply with the terms of any Dog Control Order in force or Public Space Protection Order or any other condition imposed by law.
- You must ensure the pet is not harmed or neglected in any way. We will report any animal abuse we discover to the RSPCA and the police.
- If your pet fouls any Royal Borough property, including communal areas, you must clean up the mess promptly.
- You must ensure that dogs are accompanied by a responsible person and kept on a lead in communal areas.

If you do not keep to these conditions, we may order you to remove the pet. If you do not do so, we may apply to court for an injunction ordering its removal. If you live in sheltered accommodation, you may not keep a cat or dog, except an assistance dog – see additional notes on page 16 for details.

- 2.9 You must not do or allow anything to be done, to encourage wild animals including but not limited to foxes and pigeons and other wild birds onto Royal Borough property as this may cause a nuisance to residents or damage to the property. This includes feeding or providing nesting materials. You must not keep livestock such as but not limited to horses, donkeys, goats, bees, pigs, cattle, ducks, and geese in the property or the garden. You may keep chickens, but not cockerels, in the garden as long as they do not cause a nuisance or health hazard, but you must get our permission first.
- 2.10 You must:
- keep front and back gardens and balconies clean, tidy and free from rubbish
 - not plant any trees or hedges, or remove any established trees or hedges, without our written permission
 - keep plants, shrubs, bushes hedges and trees pruned so as not to cause nuisance or damage, *and*
 - keep paths safe, with clear access.
- 2.11 We will charge you if we have to make arrangements to tidy your garden, including removing rubbish.
- 2.12 Vehicles may be parked or driven only in authorised areas on the property or Housing land. You are responsible for ensuring that any vehicle kept or driven on the property or the estate complies with all legal requirements, the parking scheme for the estate, and the terms and conditions of any parking permit issued to you. You must use parking bays where provided. Your vehicle should not cause, or be likely to cause, a hazard or a nuisance. You must not park vehicles such as trailers, caravans or boats on the property or estate. Vehicle users must respect other residents by not using the vehicle horn or playing loud music while on Housing land. You will be warned

that enforcement action will be taken against you if you park or drive on Housing land without authorisation again.

Note: Vehicles with a SORN (Statutory Off Road Notice) must not be kept on estate roads. They may be removed by the Royal Borough or our agents.

- 2.13 We do not normally allow more than 2 vehicles per household to park on Royal Borough property.
- 2.14 You must not park any vehicles in your garden without our written permission. You will also need a properly constructed hard standing area in the garden, together with drop kerbs and a crossover, approved by the Royal Borough.

Note: If a crossover and drop kerbs need to be constructed, you will have to pay for this.

- 2.15 You must not give, transfer, sub-let or sell any parking permits, parking spaces or garages issued to you to anyone else.
- 2.16 Repairs to vehicles must not be carried out in unauthorised areas on the property or the estate.
- 2.17 You, members of your household or visitors must not obstruct any access way or exit to your home, block or estate, such as corridors/ landings/ stairwells/ stairs and fire exits and any other common areas under our control, by leaving out any items which may cause an obstruction. Where items are found in common areas under our control, they will be removed, and we will charge you for their removal.
- 2.18 You, members of your household or visitors must not interfere with any door entry system, communal doors or windows, or act in any other way that reduces the security of the building.
- 2.19 You must not store or accumulate items in your home, balcony, or garden or communal areas which are likely to cause a fire, add to its severity or potential to

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spread, cause a health and safety risk, cause a nuisance, or prevent access or exit, and/or cause damage to any property.

2.20 If you live in a flat or maisonette, the loft space does not form part of the tenancy. So you, members of your household, or visitors must not enter or place anything in the loft above the property.

2.21 You must not have in the property or any common areas under our control on private balconies any article, liquid, gas or contaminant that significantly increases the risk of fire or explosion or damage to the property; or that may cause a risk to the property, occupiers, visitors, neighbours or neighbouring properties. If such items are found in common areas under our control, they will be removed, and we will charge you for removing them. You must not have or use any domestic appliances such as fridges or freezers anywhere but inside your home. This includes locating these items outside, such as on balconies.

2.22 You must in all cases:

- dispose of rubbish in the bins, containers, chute or other method provided, unless it is a bulky item of household waste
- arrange for any bulky items of household waste, such as items of furniture, to be collected by the Royal Borough
- make sure that waste is not left on the ground, beside bins, in chute rooms, in bin cupboards or on any public space. This is classed as fly tipping, for which you may be fined.

2.23 If you are provided with a range of containers communally or individually to encourage correct separation of household waste, you must:

- separate out all your household waste correctly to maximise the amount of recycling that can be collected, *and*

- make sure no general waste is placed into recycling containers.

Please see the recycling, rubbish and waste section of the Royal Borough's website (www.royalgreenwich.gov.uk/recycling), or ring the Contact Centre (020 8921 4661) for details of access to the Re-use and Recycling Centre.

3. Repairs, maintenance decoration

3.1

a) We are responsible for:

- repairing the structure, exterior and communal parts of the building including drains, gutters and external pipes
- keeping in repair and proper working order installations for the supply of water, gas and electricity; bathroom, kitchen and toilet fittings; and waste pipes
- keeping in repair and proper working order installations for room heating and hot water (where we provide them), *and*
- keeping the communal areas of estates, including play areas, clean and well maintained, and repairing or replacing fences that adjoin public land. We will remove unsafe fencing.

b) You are responsible for:

- keeping the interior of the property clean and tidy, and the fixtures and fittings in the property in good condition, allowing for 'fair wear and tear'
- handing back the property at the end of the tenancy in as good and clean a condition and repair as it was when you received it, allowing for 'fair wear and tear' and taking account of any repairs and improvements made by the Royal Borough during the tenancy
- before the end of the tenancy, removing any unauthorised alterations and making good any resulting damage, *and*

- repairing or replacing existing fences surrounding your property which do not adjoin public land.
- c) You must take action to control any vermin or pests in your home. If there are rats, mice, cockroaches or other vermin or pests in your home, you must report this to us within a reasonable time of becoming aware of it.

Note: Section 11 of the Landlord and Tenant Act 1985 sets out our obligations to repair your home. Your Guide to Repairs book, which we may revise from time to time, gives more details.

- 3.2 You must report to us promptly any repairs needed or damage to the property, or any faults likely to cause injury to people, or damage to property, that you are aware of. If you do not, we may charge you for the cost of doing this work.
- 3.3 You must allow our employees or agents access to inspect and to carry out our legal duty to do repairs and maintenance, improvements, safety checks, or disinfection (e.g. removing pests) to your home or adjoining properties. We will give reasonable notice, which would be at least 24 hours, except in an emergency. In an emergency, if necessary and lawful and if there is a risk of personal injury or serious damage to **any** property, our employees or agents may force entry to your home in your absence, or if you will not let us in.
- 3.4 We will enter your home with no warning if there is an emergency. In addition we must inspect and service gas appliances in your home every 12 months. We will contact you to arrange an appointment to do this. If you do not give us access into your property, we will force entry having given you 48 hours' notice of our intention. The Royal Borough will leave your home in a safe and secure condition. You will be charged for any costs we incur getting into

your home or making your home secure again and where we have incurred other costs as a direct result of the delay.

- Emergency access may be required to deal with things like flooding or gas leaks and other health and safety issues.
 - If necessary, we will ask the Court to grant an injunction to make you give us access.
- 3.5 If you neglect the property or garden, we have the right to do the necessary work and charge you for it. If you do not allow access, we may apply to the Court for an injunction (a court order) ordering you to give access.

Note: We will aim to discuss this with you beforehand and take your circumstances into account.

- 3.6 You are responsible for any damage caused deliberately by you, any member of your household or visitor or any damage caused by pets. We may repair the damage and charge you for it.

Note: This may include acts of neglect or vandalism by you, members of your household or your visitors, and condensation resulting from the inappropriate use of the property. We will charge you for broken glass where the damage was caused deliberately or negligently by you, or a member of your household or your visitors.

- 3.7 We will consult tenants likely to be substantially affected by any proposed major repairs or improvement schemes.
- 3.8 You must have our prior **written permission**, which we will not unreasonably withhold or delay, before doing any of the following work:
- repairs and decoration which involves drilling into or otherwise disturbing the surfaces or fabric of the property
 - additions, alterations, replacements or improvements to the property including

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tiled, hardwood and laminate flooring, fixtures and fittings, services, fences, security devices including cameras, and lighting

- painting the outside of your home
- installing any media or communication equipment such as aerials or satellite dishes, or cable boxes, or
- putting up a new fence.

The work must conform to current building and conservation regulations and other legal requirements, and have gained the necessary planning permission. Any damage to the property caused by your own fixtures and fittings must be made good at your own expense.

Note: We may charge you for the cost of lifting or removing floor covering, such as laminate flooring, if we have to make a repair.

3.9 You must not install security gates or grilles, as they may be a risk to health and safety. Where they are present, we will remove them and may charge you the cost of doing so.

3.10 We reserve the right to carry out work in the vicinity of the property but will take reasonable steps to minimise any resulting interference to your right to quiet enjoyment of the property.

4. Occupation of the property

4.1 You must live in the property and use it as your only home. You must notify us in writing if you are going to be absent for more than 6 weeks continuously. If you are absent for more than 6 weeks, we may take action to end your tenancy. During your tenancy you must not own or rent, alone or with someone else, any other home. If you inherit or otherwise acquire a property, you must notify us within 3 months of inheriting it, and we will advise you about your future options and responsibilities.

Note:

- We ask you to inform us if you are away for 6 weeks or more, and give us an emergency contact person if there is one, because we may need to gain access to your home in an emergency, such as a flood or a fire.
- You also need to ensure that your rent is paid while you are away.

4.2 **1. Secure Tenants** - You may take in lodgers, but must not sublet or give up any part of the property without our written permission, which we will not unreasonably withhold or delay. Under no circumstances may you sublet the whole of the property, which is a criminal offence. This may result in the permanent loss of the tenancy, as you would not be using the property as your only home.

2. Introductory Tenants - You may not sublet or give up the whole or any part of the property. You have no legal right to take in lodgers, but we may let you do so in special circumstances. Applications for permission should be put in writing. If you take in lodgers and do not ask permission, you risk losing your home. Subletting is also a criminal offence, and can result in the permanent loss of your tenancy, as you would not be using the property as your home.

4.3 You must not carry out or commit any fraud or offences related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, and not telling us the truth about your circumstances when you applied for housing and later on.

Note: Sublet means giving another person the exclusive right to live in all or part of your property.

4.4 You must not overcrowd the property as defined by the Housing Act 1985.

Note: Section 324-326 of the Housing Act 1985 sets out the maximum number of people permitted to live in the property, taking into account the ages of the occupants and the number and size of rooms. Please ask us for more information.

4.5 You have the right to assign your tenancy (pass it on to somebody else) in the following circumstances:

- By court order in family proceedings
- To a person who would be legally entitled to succeed to the tenancy, following the death of the tenant
- In the case of a Secure Tenant **only**, under the right to exchange, but only with **our prior written permission**, which we will not unreasonably withhold or delay.

Note: 'Right to Succession' is explained in the Information Section.

4.6 To help prevent tenancy fraud, you must allow us to take your photograph and that of any joint tenant at the start of the agreement and at reasonable intervals afterwards. This applies to all new and existing tenants.

4.7 You must let us know within 7 days if there are any changes to your household, including the number of people living in your home, their names, their dates of birth, and their relationship to you.

Note: Examples of such changes include but are not limited to: a partner moving in or leaving, taking in lodgers, and births and deaths.

4.8 When you die, if your tenancy began before 1 April 2012, your spouse, civil partner, or another family member as specified by the law has the right to take over ('succeed' to) the tenancy provided they have lived with you for at least 12

months, it is their only or principal home, and you have not succeeded to the tenancy.

4.9 If your tenancy began on or after 1 April 2012, the right to succeed to the tenancy is limited to your spouse or civil partner, if they have lived with you for at least 12 months, it is their only or principal home, and you have not succeeded to the tenancy.

4.10 If you are a joint tenant, the tenancy will pass to the surviving joint tenant by right.

4.11 If the property is larger than needed, we may take possession under Ground 15a of the 1985 Housing Act.

Please ask us for more information.

5. Ending your tenancy

You must:

- give us 28 days' notice in writing, to end on a Monday, that you are ending your tenancy
- give us your written permission to dispose of any belongings left in the property when your tenancy ends. We may make a charge for removing anything you leave behind
- pay any rent and other rent-related charges that you owe
- make sure you and anyone else living in the property have moved out before your tenancy ends, *and*
- at the end of the tenancy, return all keys, fobs for door-entry systems, garage and shed keys.

We may charge you for any replacement locks, keys or fobs if you do not return them all at the end of your tenancy.

Emergencies

If you need to contact
the Royal Borough
of Greenwich in an
emergency outside
office hours, please call

020 8854 8888

Additional information

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Anti-social behaviour

We will use our legal powers promptly to stop tenants behaving unacceptably, as follows:

1. Through injunctions

We have the right to seek an injunction to stop tenants carrying out anti-social behaviour which affects our management of properties. This behaviour is defined by the Anti-social Behaviour, Crime and Policing Act 2014 as acts

- that have caused, or are likely to cause, harassment, alarm or distress to anyone
- capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, *or*
- capable of causing housing-related nuisance or annoyance to any person.

A court may grant an injunction against a person aged 10 or over if 2 conditions are met:

- It is likely that the respondent has engaged or threatens to engage in anti-social behaviour; *and*
- It is reasonable to grant it to stop them engaging in anti-social behaviour.

2. Through possession action

If you engage in anti-social behaviour or crime, you risk losing your home. Part V of the Act introduces a new absolute ground for possession where there has already been a court decision proving anti-social behaviour, which means that possession could be granted after just one hearing. The court must grant possession where anti-social behaviour took place in the locality, and where at least one of the following applies.

You, a family member or visitor have:

- been convicted of a serious offence
- breached an injunction

- been convicted for breaching a criminal behaviour order
- been convicted for breaching a noise abatement notice or order, *or*
- your property has been closed for more than 48 hours under a closure order for anti-social behaviour.

Complaints

You are entitled to get a service that is prompt, fair, polite and efficient. We want you to tell us when we fall below this standard. The complaint system makes it easy for you to complain and ensures we deal with your complaint effectively. You can complain by letter, by phone, by email or in person. A complaint form is available from all Royal Borough offices, or on the Royal Borough's website at: www.royalgreenwich.gov.uk. The form is also available in other formats. Sometimes we cannot answer your complaint immediately. If we cannot reply in 5 working days, we will tell you that we have received your complaint and let you know who is dealing with it. We will send you a detailed reply within 15 working days, unless the complaint is complicated. If it is complicated, we will send you a letter telling you what is happening and giving you a date when you can expect a full reply.

The Housing Ombudsman Service investigates complaints made against local councils who run housing services. If you don't think we have dealt with your complaint satisfactorily, you can complain through a designated person (MP, councillor or tenant panel member), who will try to resolve the problem. If you are still not satisfied, you can contact the Housing Ombudsman Service.

For more information contact:

The Housing Ombudsman Service
81 Aldwych
London
WC2B 4HN
Telephone: 0300 111 3000

Email: info@housing-ombudsman.org.uk

info@housing-ombudsman.org.uk

Website: <http://www.housing-ombudsman.org.uk>

For more information about getting help to make a complaint, see your Tenants' Handbook.

Data protection

Because you are a tenant, some personal information about you and/or your household is held on file by the Royal Borough. This information should only be relevant to your tenancy.

Under the Data Protection Act 1998, you are entitled to ask for a copy of the personal information that we hold about you. This entitlement is known as the 'right of access to personal data'.

To qualify for access to this information you must be:

- a current tenant
- a former tenant (including a leaseholder or freeholder), *or*
- in the process of applying for a tenancy, or have already applied for one.

If you want a copy of the data held on you, please visit the data protection web-page on Royal Borough of Greenwich website and download and complete the request form, providing as much information as possible.

You should make your request in writing to:

Royal Borough of Greenwich
Head of Governance, Systems Performance
and Customer Experience
Customer Services & ICT Strategy
3rd Floor, The Woolwich Centre
35 Wellington Street
Woolwich, London
SE18 6HQ

We will need at least 2 forms of identity, such as your driving licence, passport, recent telephone or fuel bills etc before we can process your request. There is a charge of £10 for providing this information.

Driving on Housing land

'Housing land' means land managed by the Royal Borough on estates, some non-estate roads that have Royal Borough houses on them, and elsewhere. Not all Housing land has signage giving its status. If you park or drive in such an area and are not authorised to do so, you will be warned that if you do so again we will take enforcement action against you.

Gardens

We expect you to keep your rear and front gardens tidy. If you do not, we may charge you to tidy it. The picture below shows an example of an unacceptable garden. See clause 2.10 of this agreement.

Unacceptable garden



Harassment

We are committed to supporting people who suffer harassment and dealing with the perpetrators wherever possible. If you or a member of your household is being harassed, please contact your local Royal Borough office. A free advice and support pack is available.

Health and safety

- Do not enter the loft or void space above your property. Only employees or agents or other persons authorised by the Royal Borough of Greenwich are allowed to enter the loft space.
- Do not block air vents.

- Any work on gas appliances must be carried out by a Gas Safe registered gas engineer.
- Any electrical work must conform to building regulations introduced on 1 January 2005 (please contact the Royal Borough's Building Control Department for details) and may require our permission.
- Smokefree laws: Residents and visitors must not smoke in the public/communal areas of blocks of flats and other smokefree areas. Public/communal areas include the lifts, lobbies, stairwells, corridors, shared balconies, and public meeting rooms and halls.
- It is against the law to smoke in enclosed and substantially enclosed areas open to the public or used as a place of work, e.g. by the caretakers.

For more information please refer to your Guide to Repairs booklet.

Heating

If the Royal Borough charges you for heating and hot water, the heating will normally be switched on at the start of October, and switched off at the start of May each year. However, this will depend on the weather. If the Royal Borough has not switched your communal heating on or off, and this causes you a problem, please contact us on **020 8854 8888** and ask for the Contact Centre, who will arrange to deal with the problem.

Homelessness

If we evict you and you have nowhere to live, Greenwich Homeless Services will consider your case. Sometimes we judge that tenants have made themselves intentionally homeless by what they have done. In that case, we will not provide permanent alternative accommodation.

Housing benefit

If you are on a low income you may be entitled to housing benefit, which pays part or all of your rent, and to other benefits. Remember to renew your claim for housing benefit, or you may get into rent arrears. Please contact us for advice and help.

Insurance

It is vital that you get household contents insurance to cover the cost of replacing belongings you may lose through theft, fire, burst pipes, or other causes. The Royal Borough will not meet the cost of replacing your personal belongings.

The Royal Borough has its own household insurance scheme, and if you choose to take advantage of this you can pay for it with your rent.

Information to tenants required by law

The Housing Act 1985 requires us to give you certain information. This information is in the Tenants' Handbook, given to you in your Welcome Pack at the start of your tenancy.

The booklet gives you details of the following:

- The Right to Buy.
- Our obligation to carry out repairs.
- A summary of the rules we follow when considering applications for new tenancies, rehousing, mutual exchanges or transfers to another landlord.
- Consultations about housing management.

You can get more information about these topics and other relevant publications from your tenancy officer or from the Royal Borough's website at: www.royalgreenwich.gov.uk

These are available in a range of formats.

Leaving your home

If you are leaving your home for more than 6 weeks, you must notify us in writing. If you are away for a long time, you could lose entitlement to housing benefit.

If the property is left empty it could be at risk of break-in or accidental damage, or we may think you have left permanently and start repossession proceedings.

Please give your tenancy officer the name and telephone number of somebody we can contact on your behalf in an emergency.

Pets

Assistance dogs are not classified as pets, and you do not need to ask our permission to keep them. Assistance dogs are just that – they assist people who have sight, hearing or mobility problems. Cats and dogs except assistance dogs are not allowed in sheltered accommodation or extra care accommodation, as they can be hazardous to people with sight or mobility problems (or both). If you intend to get an assistance dog, you should notify the Neighbourhood Officer (Sheltered Housing) in writing.

You are responsible for your pets and how they affect other people. Don't leave dogs on their own for long periods of time, this is unkind to the animal and their barking may disturb your neighbours. You must clear up and dispose of dog mess promptly so that it is not a health hazard, particularly to children. If you need advice on caring for your pet, please contact our animal warden on **020 8854 8888**.

We will always take action against tenants who allow their dogs to cause a nuisance, danger or injury to others, or damage to property. In using our powers we may, for example, require you to stop your dog going into certain areas (e.g. communal areas), order you to go on a training course about controlling your dog, require you to keep the dog on a lead, or limit

the number of dogs you can walk. We may also give you a Fixed Penalty Notice if you fail to comply with an order.

Rent

You can pay your rent:

- by direct debit
- on the Internet – by credit or debit card at www.royalgreenwich.gov.uk
- by phone – automated phone payments service on **0845 6032864**
- at the post office - by cash, cheque (payable to the Royal Borough of Greenwich) or debit card
- at any Payzone outlet – by cash or debit card
- at any PayPoint outlet – **by cash only**
- by bank standing order
- by wage deduction, *and*
- at some local Royal Borough offices.

Whichever method of payment you choose, you must allow enough time for the money to reach your rent account.

If you have any difficulty paying your rent, it's important to contact your local Royal Borough office for help and advice.

Right to assign

Assignment means transferring your tenancy to another person who would be entitled to get it when you die.

If you are thinking of assigning your tenancy, you will need to complete a 'deed of assignment'. We strongly advise you to get independent legal advice before you do this. After assigning your tenancy you lose all legal rights to live in the property and the new tenant may ask you to leave. If you then applied to the Royal Borough for housing, we could not guarantee to house you. It is important that you

give us a copy of the deed of assignment, so that we know who the new tenant is.

Right to be consulted

All tenants have the right to be consulted and have their views considered on how we manage their homes.

This includes:

- managing, maintaining, improving or demolishing homes
- providing services or amenities, *and*
- changes in the practice or policy of the Royal Borough likely to substantially affect a number of tenants.

Right to buy

As a Secure Tenant, you may have the right to buy your home. Our Home Ownership Service can give you more information and advice. An Introductory Tenant does not have the right to buy, but the period of the Introductory Tenancy counts towards the discount.

Right to compensation for improvements

As a Secure Tenant you have the right to compensation for certain improvements you carry out during your tenancy. **You must have our written permission**, which we will not unreasonably withhold or delay, before starting any work. If we give permission, you will have to comply with our conditions and we can also tell you if you might qualify for compensation when you leave.

Please contact your local Royal Borough office for more details.

If you use your right to buy, you will not get compensation for your improvements, as their value is not part of the purchase price.

Right to exchange

As a Secure Tenant - you have a right to exchange your home with other Royal Borough and housing association tenants. You will first need our **written permission**, which we will not unreasonably withhold or delay. We will only refuse if we have good reason and we must let you know our decision within 42 days.

Right to manage

We are responsible for managing the properties we own. However, tenants have the right to take over the management of their block or estate.

The Royal Borough and the tenants concerned must agree to a form of management and specific conditions. Please contact your tenancy officer for more details.

Right to repair

The Right to Repair Scheme covers certain small urgent repairs that might affect your health, safety or security. If they are not done within a specified time, you have the right to ask us to get another contractor to carry out the repair(s). If the second contractor fails to do the repair in time, we may pay you compensation.

Our Guide to Repairs book sets out the repairs that qualify for this right.

Right to succession to a tenancy

Succession means your tenancy being passed to another person when you die.

This can happen only once, so if your husband, wife, partner or other family member dies and you get the tenancy, it cannot be passed to someone else when you die.

If you are a joint tenant, the tenancy will be put in the name of the surviving tenant only.

If you are a sole tenant and your tenancy began before 1 April 2012, your spouse or civil

partner has the right to the tenancy as do family members who have lived with you continuously for at least 12 months. Please refer to our succession policy for information on who else can remain in the property when you die. If your tenancy began on or after 1 April 2012, the right to succeed to the tenancy is limited to your spouse or civil partner, provided that they have lived with you for at least 12 months, it is their only or principal home, and you have not succeeded to the tenancy.

Sheds

The Royal Borough no longer provides or maintains garden sheds. If you have one that needs repairing and you can't do it yourself, we will remove it.

Tenancy checks

We need to ensure that properties are occupied by the lawful tenant. From time to time Royal Borough staff may call on you to check your tenancy and we ask you to co-operate with these checks.

Translations / tape / CD / large print / Braille

If you would like the Tenancy Agreement in any of the above formats, please let your local Royal Borough office know.

This agreement is also available in other languages. For information about other languages, you can visit your local Royal Borough office and ask for help using the 'Language Line' telephone interpreting service.

Unwanted furniture and household contents

If you have unwanted furniture or a large amount of bulky rubbish, please contact us to have it collected. **Do not dump it.**

Phone **020 8854 8888** during office hours and ask for our bulky refuse service.

Welcome Pack

Your Welcome Pack contains a range of useful information and booklets, including details of independent advice agencies, and is available in other formats.

Written permission

In this agreement we sometimes require you to get our written permission before you can do certain things. The reason for this is that we need to consider whether your request is reasonable and make sure that anything you want to do will:

- comply with the terms of your Tenancy Agreement and any necessary legal, building control, or conservation regulations
- meet health and safety requirements, *and*
- have due respect for others and not cause any unfairness, disadvantage or unreasonable interference.

If you need help with putting your request in writing, please contact your tenancy enforcement officer.

This document contains important information about Council Services. The information can be provided in your language, in large print, on disc, tape, Braille or other format. Ask your local Council office for advice.

આ પત્રિકામાં હાઉસિંગ સેવા પર અગત્યની માહિતી આપવામાં આવી છે. આ માહિતી ગુજરાતીમાં, મોટા અક્ષરોમાં, કમ્પ્યુટરની ડીસ્ક પર, ટેપ પર, બ્રેઇલમાં અથવા બીજી આવૃત્તિમાં મળી શકે છે. સલાહ માટે તમારા હાઉસિંગ ઓફિસમાં પૂછો.

GUJARATI

এ ডকুমেন্টে হাউজিং সার্ভিস সমূহ সম্পর্কে গুরুত্বপূর্ণ তথ্য রয়েছে। এসব তথ্য বাংলায়, বড় অক্ষরে মুদ্রিত আকারে, ডিস্ক, টেইপ, ব্রেইলী বা অন্ধদের জন্য বিশেষভাবে মুদ্রিত অথবা অন্যান্য আকারে দেয়া যাবে। পরামর্শের জন্য আপনার স্থানীয় কাউন্সিলে জিজ্ঞেস করুন।

BENGALI

இத்தகவல் பத்திரம் வீட்டு சேவைகள் பற்றிய முக்கிய தகவல்களைக் கொண்டுள்ளது. இத்தகவல்களைத் தமிழில், பெரிய அச்சப்பிரதியில், டிஸ்கில், ரேப்பில், கண்பார்வை குறைபாடுள்ளவர்கள் தடவிவாசிக்கும் (பிரெய்ல்) வசதியில் அளித்து உதவப்படும். உங்கள் உள்ளூர் வீட்டுவசதியளிக்கும் ஆபீசில் இதுபற்றிய அறிவுரையக் கேட்டறியவும்.

TAMIL

Bu belgede konut hizmetleriyle ilgili önemli bilgiler yer almaktadır. Buradaki bilgileri Türkçe olarak size iletebileceğimiz gibi, iri harflerle basılmış, diskete yazılmış, teype okunmuş şekilde ya da görmeyenler için kabartma Braille alfabesi olarak veya başka bir formatta da verebiliriz. Bu konuda yörenizdeki belediye konut ofisine başvurabilirsiniz.

TURKISH

Este documento contiene información de importancia sobre servicios de vivienda. La información podrá facilitarse en español, en tipo grande, en disco, en cinta, en Braille, u otros formatos. Solicite asesoramiento en su Oficina Local de la Vivienda.

SPANISH

ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿਚ ਘਰ ਦੇਣ ਦੀਆਂ ਸੇਵਾਵਾਂ ਬਾਰੇ ਜ਼ਰੂਰੀ ਜਾਣਕਾਰੀ ਦਿੱਤੀ ਗਈ ਹੈ। ਇਹ ਜਾਣਕਾਰੀ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿਚ, ਵੱਡੇ ਅੱਖਰਾਂ ਵਿਚ, ਡਿਸਕ ਜਾਂ ਟੇਪ 'ਤੇ, ਬ੍ਰੇਲ ਵਿਚ ਜਾਂ ਕਿਸੇ ਹੋਰ ਢੰਗ ਨਾਲ ਵੀ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ। ਇਹਦੇ ਬਾਰੇ ਤੁਸੀਂ ਆਪਣੇ ਇਲਾਕੇ ਦੇ ਹਾਊਜ਼ਿੰਗ ਆਫਿਸ ਤੋਂ ਸਲਾਹ ਲਓ।

PUNJABI

Dokumentigaani wuxuu xanbaarsan yahay xog aad muhiim u ah oo ku saabsan adeegyada guri dejinta. Xogtaani waxaa lagu heli karaa iyadoo ku qoran Afka Soomaaliga, ama farta waaweyn, amase iyadoo cajaladda kombiyuutarka ku duuban, amase iyadoo cod ah oo ku duuban cajaladda rikoorka ama farta dadka indhaha la' amase iyadoo u qoran qaabab kale. Fadlan ka codso talo arrintaas ku saabsan Sarkaalkaaga kuu qaabilsan Guri dajinta.

SOMALI

Ce document contient des informations importantes concernant les services de logement. Cette information peut être fournie en français, en gros caractères, sur disque, sur bande, en Braille ou en d'autres formats. Contactez votre « Council Office » (bureau de logement) local pour vous renseigner.

FRENCH

這份文件中有關於住房服務的很重要信息。我們擁有此文件的中文版，大號字體版本，而且還提供錄音磁帶，文件存盤，盲文印刷版本等服務，欲瞭解詳情，請諮詢您的地區房屋事務所。

CHINESE

Bản văn này gồm có những chi tiết quan trọng về dịch vụ nhà cửa. Những chi tiết đó có bản tiếng Việt, chữ to, trên đĩa, trong băng, in bằng hệ thống chữ nổi (cho người mù) hoặc dưới những dạng khác. Xin hỏi phòng nhà cửa địa phương của bạn để được chỉ dẫn.

VIETNAMESE

We consulted our tenants and staff about the content and presentation of this agreement, and would like to thank everyone who was involved for their time and interest.



Directorate of Community Services

Royal Borough of Greenwich
The Woolwich Centre
35 Wellington Street
Woolwich SE18 6HQ
Telephone 020 8854 8888