

TENANCY AGREEMENT

For tenants of the London Borough of Hounslow



If you would like help to read this tenancy agreement in your language call Hounslow Translation Service on (020) 8582 2299.

Albanian

Nese deshironi qe kontraten per qira te Hounslow Homes te keni te perkthyer ne gjuhen tuaj, ju lutemi kontaktoni 020 8583 2299.

Arabic

اذا كنت ترغب بالحصول على عقد إيجار عقار هاونسلو مترجم بالغتك، الرجاء الاتصال ب: 020 8583 2299

Farsi

چنانچه مایل هستید نسخه ترجمه شده اجاره نامه هانسلو هومز به زبان خود را دریافت کنید، لطفا با شماره تلفن ۰۲۰۸۵۸۳۲۲۹۹ تماس بگیرید.

Gujarati

જો તમને હાઉન્સલો હોમ્સની ભાડૂતી કરાર (ટેનન્સી એગ્રીમેન્ટ)નું ગુજરાતીમાં ભાષાંતર જોઇતું હોય તો કૃપયા સંપર્ક કરોઃ 020 8583 2294

Hindi

यदि आप हंसलो होम्ज़ के टेनैंसी एग्रीमैंट (किराएदारी का इकरारनामा) का अनुवाद हिन्दी में चाहते हैं तो कृपया 020 8583 2299 पर संपर्क करें।

Panjabi

ਜੇਕਰ ਹੰਸਲੋਂ ਹੋਮਜ਼ ਦੀਆਂ ਕਿਰਾਏਦਾਰੀ ਸ਼ਰਤਾਂ ਦਾ ਸਮਝੌਤਾ,ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿਚ ਚਾਹੀਦਾ ਹੈ ਤਾਂ 020 8583 2297 'ਤੇ ਫ਼ੋਨ ਕਰੋ।

Somali

Haddii aad rabto heshiiska degganaanshaha ee Hounslow Homes lagu tarjumo luqaddaada, fadlan wac 020 8583 2299.

Urdu

اگرآپ ہاؤنسلوہومز کے ٹینٹسی ایگر بینٹ (کرابیداری کامعاہدہ) کا اُردوتر جمہ چاہتے ہیں،تو براہ کرم اِس نمبر 020 8583 2295 پر رابطہ کریں

Introduction

This is your tenancy agreement with the London Borough of Hounslow (the Council). We have prepared it after consulting tenants, the Hounslow Federation of Tenants' and Residents Associations, your Councillors and Council officers.

Hounslow Council homes are managed by Hounslow Homes Limited. Hounslow Homes was set up in 2002 to manage and improve council housing in the area and is a not-for-profit company owned by the Council. The Council owns your home and you are a Council tenant. Hounslow Homes will manage your home and enforce this tenancy agreement on behalf of the Council.

You will also receive a tenants' handbook which gives helpful details on a wide range of topics relating to your tenancy. If you have any questions about information in your tenancy agreement or the tenants' handbook or any complaints, please contact your local area office. You will find contact details on page 4 of this agreement and we will be pleased to help.

Councillor Colin Ellar

Leader, London Borough of Hounslow

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Your Housing Contacts

EAST AREA

For tenancies in Brentford and Chiswick General Enquiries 020 8583 4220 Minicom 020 8583 4390 Caretaking Service 020 8560 5447 Email info.housingeast@hounslowhomes.org.uk

CENTRAL AREA

For tenancies in Heston, Cranford, Hounslow and Isleworth General Enquiries 020 8583 4382 Minicom 020 8583 3959 Caretaking Service 020 8569 6873 Email info.housingcentral@hounslowhomes.org.uk

WEST AREA

For tenancies in Feltham, Bedfont and Hanworth General Enquiries 020 8583 4383 Minicom 020 8583 4387 Caretaking Service 020 8814 1771 Email info.housingwest@hounslowhomes.org.uk

Report your Repair by calling Hounslow Homes Freephone 0800 085 6575.

These contact details may change from time to time and you will be notified of changes through Hounslow Homes News or other written communication

1: What this tenancy agreement means

Security of tenure

A secure tenancy gives you several important rights. Only a local housing authority can grant a secure tenancy (see your tenant's handbook for details).

- a You must live in the property as your main home. It is a condition of the tenancy that you must live in the property. If you do not do this, you may lose security of your home.
- b We must consult you on most issues of housing management, before making any changes.
- c We need a court order to evict you.

2: The Tenancy Agreement (your copy to keep) This tenancy agreement is made between: (name/s of tenant/s)		
and The London Borough of Hounslow,		
The Civic Centre, Lampton Road, Hounslow, TW3 4DN		
Date		
This agreement sets out the responsibilities of the tenant/s and Hounslow Homes and the Council (referred to as 'we').		
All the tenants living at the property will be responsible for carrying o the agreement both jointly and as individuals.		
The Council's responsibilities may be carried out by Hounslow Homes or other persons appointed by the Council.		
The Council agrees to let the property as a weekly tenancy.		
The tenancy will start on:		
Monday		
3: Details of the tenancy		
The Property		
This tenancy agreement covers the property at:		
This also includes any garage, parking space or garden that is within the boundary of the property.		
I/We agree to the terms of the Tenancy Agreement Signed		
The Council agrees to the terms of the Tenancy Agreement		

4: Your rent

Changes in your rent and other charges

- 4.1 You must pay rent to the Council on a Monday for the week to come. The amount to be paid will be shown on a rent card which will be given to you at the start of the tenancy.
- 4.2 You must also pay any other charges every Monday which are shown on the rent card, e.g. heating charges.
- 4.3 The Council have a right to change the rent and other charges. The Council will give you proper notice of any changes in rent beforehand.We will send you a new rent card after any changes to your rent or other charges.
- 4.4 We may use payments we receive for rent and other charges to pay debts you owe the Council incurred under a former tenancy.
- 4.5 When we set the rent we may take into account any amounts of rent or other charges you failed to pay for any other property where you were our tenant. If we are considering this, and this would lead to you paying a higher rent than would otherwise be the case, we will let you know. You will be able to appeal such a decision and say why this should not happen.
- 4.6 If we change the rent, we may take into account any amount of rent or other charges you failed to pay for any other property where you were our tenant. If we are considering this, and this would lead to you paying a higher rent than would otherwise be the case, we will let you know. You will be able to appeal such a decision and say why this should not happen.

5: The Council's responsibilities (to be undertaken by Hounslow Homes)

Hounslow Homes is responsible for:

- Keeping your property in reasonable repair
- Carrying out repairs to the structure of your property
- External decoration
- I ift maintenance
- Fixtures and fittings Hounslow Homes and the Council have provided
- Maintenance of communal areas
- Repair and condition of facilities, includes play equipment and lighting.

6: Your responsibilities

Rent

6.1 You must pay the rent and any other charges shown on your rent card regularly and promptly.

Using the premises

6.2 You must not allow any other occupiers or any visitors to damage or abuse the property.

You must tell Hounslow Homes straight away if anyone else comes to live at your property.

Repairs and Maintenance

- 6.3 You are responsible for the repairs to fences, gates and paths. (See tenants' handbook, for details and exceptions).
- 6.4 You are responsible for any fixtures and fittings that you or any previous tenant have installed (with or without written permission from the Council and/or Hounslow Homes).
- 6.5 You are responsible for all items listed in the tenants' handbook, which you and Hounslow Homes have agreed.

Decoration

6.6 You are responsible for decorating the inside of the property. (See your tenants' handbook for exceptions.)

Damage

6.7 You are responsible for repairing any damage caused to the property, its fixtures and fittings, or to any shared area, either by you, by any other person living at, or visiting the property. This does not include normal wear and tear. If you do not repair, Hounslow Homes can carry out the work and charge the cost to you. This will include removing graffiti (including sexist or racist graffiti) and carrying out repairs caused by any attacks on a neighbour's property. Hounslow Homes will carry out this work urgently and charge the cost to those responsible.

Access

6.8 You must notify Hounslow Homes as soon as possible of any damage to the property or any repairs which are needed. You must give Hounslow Homes or its contractors access to inspect any damage and carry out the repairs.

Hounslow Homes will give you reasonable notice of any visit. (See tenants' handbook for details.)

If there is a risk of injury or serious damage to the property or a neighbouring property, or to public health, you must give Hounslow Homes immediate access. In cases where Hounslow Homes needs to gain access to the property in such a situation, it has the right to do so without giving you notice although it will try to do so. If Hounslow Homes has to force entry it will make sure that your property is secured on departure.

Nuisance and Offence

- 6.9 We will hold you responsible if any person living at, or visiting, the property breaks any of the conditions of this agreement. You must not allow or encourage any person living at the property or visiting it to break any of the conditions of this tenancy agreement.
- 6.10 You and any person living at or visiting the property must not cause a nuisance or annoyance to a person residing in, visiting or otherwise engaging in a lawful activity in the locality of the property.
- 6.11 You and any person living at or visiting the property must not use the property or allow it to be used for illegal purposes.
- 6.12 You and any person living at or visiting the property must not commit an arrestable offence in, or in the locality of, the property.
- 6.13 You and any person living at or visiting the property must not abuse, harass, or intimidate anyone in the area, including neighbours.
- 6.14 You and any person living at or visiting the property must not threaten or use violence against any person who has a legal right to be at the property or in the locality.
- 6.15 You and any person living at or visiting the property must not threaten or use violence against any other person in the property, so that they are forced to leave because of violence or fear of violence.
- 6.16 You and any person living at or visiting the property must not create unreasonable noise or disturbance to neighbours or to others in the area.
- 6.17 You and any person living at or visiting the property must not threaten or use violence against any Council or Hounslow Homes employees or contractors.

- 6.18 You, and any person living at or visiting the property must not keep any firearm, shotgun, or air rifle in the property without appropriate Firearms or Shotgun certification required by legislation, including the Firearms Act 1968 and the amendments thereto and in any event not without the consent of Hounslow Homes. You must not keep any firearm, shotgun or air rifle not requiring certification without the consent of Hounslow Homes.
- 6.19 You, and any person living at or visiting the property must not discharge a firearm, shotgun, rifle, air pistol or air rifle in, or in the locality of, the property.

Cleaning and taking care of the property and shared areas

- 6.20 You and any person living at or being a visitor to the property must not collect or deposit rubbish on any staircase, landing, balcony or any entrance hall in flats or maisonettes, or allow the communal areas to become obstructed.
- 6.21 You and any person living at or being a visitor to the property must make sure that rubbish is removed from the property (including gardens/garages) and properly disposed of. You must only dispose of rubbish in a refuse chute, bin or designated rubbish area.
- 6.22 You and any person living at or being a visitor to the property must not allow any rubbish or soil to build up against fences or walls, or above the damp course level of any building.
- 6.23 You are responsible together with other tenants for cleaning of communal or shared areas next to your property except where Hounslow Homes has arranged for this to be carried out by caretakers/cleaners.

Pets

- 6.24 You must not keep a dog in any 'tower block' or 'warden assisted sheltered housing for elderly people'.

 You can ask us for a list of these properties.
- 6.25 Unless 6.24 (above) applies you may keep a dog whether or not you have a private garden, as long as you keep the dog under strict control and it does not cause any nuisance or annoy your neighbours or other people within the local area. If you do not have a private garden you may keep one dog only.
- 6.26 You may only keep other domestic pets (for example a cat) as long as you keep these under strict control and do not cause a nuisance to neighbours and visitors to the property or other people in the locality of the property. The number of domestic pets you keep other than dogs (which are regulated by clauses 6.25 and 6.26) must be appropriate to the size and type of property and private garden.
- 6.27 You and any person living at or visiting the property must not let any animal foul the inside of the premises or shared areas that is, passages, footpaths, grassed areas, play areas, lifts, stairways, laundry or drying areas. You must not let any animal foul the private gardens of the property so that it becomes a public health nuisance or annoys neighbours or visitors. You must repay the cost of any cleaning or any other expenses that are needed as a result.

Liquid or Gas Products

6.28 You must not keep, store or use any volatile or inflammable liquid or gas products (eg paraffin or Calor Gas) inside the property, garage, shed or communal areas.

Parking of Vehicles

- 6.29 You must make sure that no one living at or visiting your property blocks any shared path or drive or emergency vehicle access.
- 6.30 You must only park vehicles in an authorised parking space or on an estate road. Hounslow Homes may wheelclamp and remove any vehicle parked in breach of the preceding clause. You must not park caravans or trailers on any estate road, courtyard or verge, or in parking bays.
 - You must get written permission from Hounslow Homes to park trailers or caravans in a garden or driveway.
 - You must get written permission from Hounslow Homes to park a commercial vehicle on any Council land, where the overall size exceeds in length 184.7 inches (4.7 metres), in width 67.7 inches (1.7 metres) and in height 81.5 inches (2.07 metres).
- 6.31 You must not repair or maintain vehicles or with such frequency private vehicles, so that it causes nuisance to others, on any estate road, access road, courtyard or verge, or in parking bays.
- 6.32 You must not park any vehicle which is unlicensed, untaxed, unsafe, severely damaged, abandoned or in an apparently unroadworthy condition on any estate road, access road, car park or bay, courtyard or verge. Hounslow Homes may immediately remove any vehicle that is considered to be a hazard. Unlicensed, untaxed, unsafe, severely damaged or apparently unroadworthy vehicles may also be removed and destroyed if they are not claimed and removed by the owner within seven days of a notice being affixed to the vehicle requiring its removal. Hounslow Homes and the Council will not be liable for any financial or other compensation for vehicles removed or destroyed.

Business or trade

- 6.33 You must not carry out any business or trade from the property/garages or shared areas or erect any permanent sign or advert.
- 6.34 You must get written permission from Hounslow Homes:
 - before cutting down or removing any trees.
 - to put up a satellite dish or any other receiving/transmitting antennae.

Keys

6.35 If you lose your keys Hounslow Homes will charge you for replacements including changing the lock/s if needed.

7: Changing the terms of your tenancy

- 7.1 The Council has the right to change the terms of the tenancy in accordance with the Housing Act 1985 and any subsequent legislation.
- 7.2 You must not sublet or part with possession of the 'whole' of the property to any other person or persons.

Changes needing written permission

You must first obtain written permission from Hounslow Homes before:

- 7.3 Assigning the tenancy by way of a mutual exchange of the property to another Council tenant. (Other assignments are usually prohibited by law. You should contact your local housing office for further advice before you consider an assignment).
- 7.4 Sub-letting part of the property.
- 7.5 Making alterations or improvements to the property (as outlined in the Tenants' Handbook).

8: Ending your tenancy

8.1 You must give Hounslow Homes a minimum 4 weeks notice in writing, ending on a Monday to end your tenancy (this is called a notice of termination).

Moving out

- 8.2 You must make sure that all persons leave the property when the tenancy is brought to an end.
- 8.3 You must allow Hounslow Homes access to inspect the property before you leave.
- 8.4 Hounslow Homes has the right to clear the property and sell any items you leave behind.
- 8.5 You must make sure the property is left in a suitable condition to be let to other tenants. Any damage must be reinstated, or the costs will be charged to you. All fixtures and fittings, whether installed by Hounslow Homes or by you, become the property of Hounslow Homes and must remain.
- 8.6 You must return all keys to Hounslow Homes immediately at the end of the tenancy. If the keys are not returned promptly at the end of the tenancy Hounslow Homes will change the lock and as the former tenant you must repay the costs of this and any lost rent.

9: Other Conditions

- 9.1 The Council has the right to change the amounts payable for heating and other charges without notice.
- 9.2 Any notice or demand to be served upon the tenant by Hounslow Homes or the Council including any Notice to Quit or notice or demand required to be served by virtue of this Agreement or by virtue of any statutory provision, shall be sufficiently served either if sent by pre-paid post to the tenant at the property, or if hand delivered, to the property.

- 9.3 The information given in the Tenants' Handbook is for guidance only. This information does not form part of this Tenancy Agreement. However, that part of the Handbook which sets out items of repair or decoration for which you are liable is to be incorporated into this Agreement.
- 9.4 As tenant(s) I/we agree that if I/we fail to meet my/our responsibilities under this agreement, Hounslow Homes has the right to carry out any works or repairs it considers necessary and to charge the cost to me/us.

The Data Protection Act 1998

The management of the Council's housing stock involves the processing of personal data of tenants, for example, for the purposes of allocation or determining tenants' rights, and sometimes also of sensitive personal data such as ethnicity or gender. By signing this tenancy agreement you will also be providing your consent to the legitimate processing of such data in accordance with the Data Protection Act 1998.

The Council is required to participate in the National Fraud Initiative data matching exercise. We therefore advise tenants that data held by the Council in respect of your housing tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud.

Note: If you are not clear about any of the conditions in this tenancy agreement, you can discuss them with your local housing office. Contact details are listed on page four.

Tenancy Agreement

The Tenancy (to be signed and returned to your Hounslow Homes Estate Manager)
This tenancy agreement is made between: (name/s of tenant/s)
and The London Borough of Hounslow 'The Council', The Civic Centre, Lampton Road, Hounslow, TW3 4DN on
Date
All the tenants living at the property will be responsible for complying with the terms of the Agreement both jointly and as individuals.
The Council's responsibilities may be carried out or enforced by Hounslow Homes, a Council Officer or other persons appointed by the Council.
The Council agrees to let the property as a weekly tenancy. The tenancy will start on:
Monday

The Property
This agreement covers the property at:
This also includes any garage, parking space or garden that is within the boundary of the property.
I/We agree to the terms of the Tenancy Agreement.
Signed
Date
Signed
Date
Signed
Date
The Council agrees to the terms of the Tenancy Agreement.
Signed
Date

Termination of tenancy

Notice under Section 48 of the Landlord and Tenant Act 1987

You must send any notices to the following address:

Head of Housing Strategy and Services Department

The Civic Centre Lampton Road Hounslow TW3 4DN





If you require a copy of this booklet in large print or Braille, please contact us on 020 8583 2299 or minicom 020 8583 3122.

Published by
Hounslow Homes Communications Department
St Catherine's House
2 Hanworth Road, Feltham
Middx TW13 5AB
July 2004

