

SECTION A: Introductory and Secure Tenancy Conditions

This document states the terms and conditions by which you occupy the Property/Your Home.

You must read these conditions before signing the Tenancy Agreement.



WELCOME

If you have difficulty reading this document because of a disability or because English is not your first language, we can help you. Please call our helpline on 020 8547 5757 or ask someone to call on your behalf.

Farsi (Persian)

خوش آمدی

اگر در خواندن این سند به دلیل ناتوانی یا به دلیل انگلیسی بودن مشکل دارید زبان اول شما نیست، ما می توانیم به شما کمک کنیم. لطفاً با خط راهنمای ما با شماره 020 8547 5757 تماس بگیرید یا بپرسید

کسی که از طرف شما تماس بگیرد

Korean

환영하다

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Kurdish

BI XÊR HATÎ

Heke hûn ji ber seqetiyek an ji ber ku Englishngilîzî ye di xwendina vê belgeyê de dijiwariyek heye ne zimanê we yê yekem e, em dikarin alîkariya we bikin. Ji kerema xwe telefona meya alîkariyê li ser 020 8547 5757 bikin an bipirsin kesek ku li ser navê we bang bike.

Arabic

أهلا بك

إذا كنت تواجه صعوبة في قراءة هذا المستند بسبب إعاقة أو بسبب اللغة الإنجليزية ليست لغتك الأولى ، يمكننا مساعدتك. يرجى الاتصال بخط المساعدة على 020 8547 5757 أو أسأل شخص ما للاتصال نيابة عنك.

Punjabi

ਜੀ ਆਇਆਂ ਨੂੰ

ਜੇਕਰ ਤੁਹਾਨੂੰ ਕਿਸੇ ਅਪਾਹਜਤਾ ਕਾਰਨ ਜਾਂ ਅੰਗਰੇਜ਼ੀ ਹੋਣ ਕਰਕੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਨੂੰ ਪੜ੍ਹਨ ਵਿੱਚ ਮੁਸ਼ਕਲ ਆਉਂਦੀ ਹੈ ਤੁਹਾਡੀ ਪਹਿਲੀ ਭਾਸ਼ਾ ਨਹੀਂ, ਅਸੀਂ ਤੁਹਾਡੀ ਮਦਦ ਕਰ ਸਕਦੇ ਹਾਂ। ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੀ ਹੈਲਪਲਾਈਨ ਨੂੰ 020 8547 5757 'ਤੇ ਕਾਲ ਕਰੋ ਜਾਂ ਪੁੱਛੋ ਕੋਈ ਤੁਹਾਡੀ ਤਰਫੋਂ ਕਾਲ ਕਰਨ ਲਈ।

Portuguese

RECEBER

Se você tiver dificuldade em ler este documento devido a uma deficiência ou porque o inglês é não sua primeira língua, podemos ajudá-lo. Por favor, ligue para nossa linha de apoio em 020 8547 5757 ou pergunte alguém para ligar em seu nome.

Tamil

வரவேற்பு

இயலாமை காரணமாக அல்லது ஆங்கிலம் இருப்பதால் இந்த ஆவணத்தைப் படிக்க உங்களுக்கு சிரமம் இருந்தால் உங்கள் முதல் மொழி அல்ல, நாங்கள் உங்களுக்கு உதவ முடியும். தயவுசெய்து எங்கள் உதவி எண்ணை 020 8547 5757 இல் அழைக்கவும் அல்லது கேளுங்கள் உங்கள் சார்பாக யாரையாவது அழைக்க வேண்டும்.

Urdu

خوش آمدید

اگر آپ کو معذوری کی وجہ سے یا انگریزی ہونے کی وجہ سے اس دستاویز کو پڑھنے میں دشواری ہو رہی ہے۔ آپ کی پہلی زبان نہیں، ہم آپ کی مدد کر سکتے ہیں۔ براہ کرم ہماری ہیلپ لائن 020 8547 5757 پر کال کریں یا پوچھیں۔ کوئی آپ کی طرف سے فون کرنے کے لیے۔

Somali

SOO DHAWEYN

Haddii ay kugu adag tahay inaad akhrido dukumeentigan naafo darteed ama Ingiriisi waa

maaha luqadaada koowaad, waan ku caawin karnaa. Fadlan wac khadkayaga caawinta 020 8547 5757 ama weydii qof magacaaga ku hadlaya.

Chinese

歡迎

如果您因為殘障或英語不好閱讀本文檔有困難不是您的母語，我們可以幫助您。請撥打我們的幫助熱線 020 8547 5757 或詢問有人代表你打電話。

Albanian

MIRË SE VINI

Nëse keni vështirësi në leximin e këtij dokumenti për shkak të një paaftësie ose sepse anglishtja është

jo gjuha juaj e parë, ne mund t'ju ndihmojmë. Ju lutemi telefononi linjën tonë të ndihmës në 020 8547 5757 ose pyesni dikush që të thërrasë në emrin tuaj.

French

BIENVENUE

Si vous avez des difficultés à lire ce document à cause d'un handicap ou parce que l'anglais est

n'est pas votre langue maternelle, nous pouvons vous aider. Veuillez appeler notre service d'assistance téléphonique au 020 8547 5757 ou demander quelqu'un à appeler en votre nom.

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Introduction

This document section sets out your Tenancy Conditions.

Meanings

In these tenancy conditions, when we say “your home” or “the property,” we mean the property let under the tenancy agreement, and any garden, outhouses, sheds or garages if provided as part of the property.

When we mention “you,” we mean the tenant or joint tenants.

When we say “we” or “us” or “the Council”, we mean the Mayor and Burgesses of the Royal Borough of Kingston upon Thames, or agents or contractors working on behalf of the Mayor and Burgesses of the Royal Borough of Kingston upon Thames.

“Introductory Tenancy”

All new tenants with the Council will be issued Introductory Tenancies,

except in the following circumstances:

- An existing Secure tenant of the Council transferring or exchanging to another Secure tenancy with the Council
- An existing Secure tenant of another Local Authority moving into a Council tenancy
- An existing Secure tenant where there is a change of tenancy from joint to sole or sole to joint
- Someone who is succeeding to a Secure tenancy
- An Assured tenant of another social landlord (e.g. housing association) transferring to a Council tenancy

The Introductory Tenancy will be granted for a period of 12 months, unless you are transferring from another registered provider of social housing or local authority immediately before the commencement of this tenancy. If that is the case, the time in this tenancy will count towards your introductory tenancy and you will be advised of the length of your introductory tenancy.

After 12 months the introductory tenancy will automatically become a secure tenancy on satisfactory conduct of the first year as a tenant of the Council. This allows us to check your conduct and your ability to keep to the terms and conditions of your tenancy agreement. If you do not breach the tenancy conditions you will automatically become a secure tenant after the trial period.

If before the end of the 12 months we apply to the Court to make an Order for possession of the property, and an Order is made, your introductory tenancy will come to an end. As an alternative to applying to the Court for possession of your property to the Council can extend your introductory tenancy for a further 6 months. In both instances, you, the Tenant will be notified and will be given the option to review the decision.

If the introductory tenancy is extended and you continue to break the conditions of your tenancy and do not put matters right, we will seek a possession order against you.

Your rights as an Introductory Tenant are similar to those of a Secure Tenant. The Tenancy Conditions are also similar. Where conditions or rights are not the same, we have highlighted the differences.

“Other Charges”

You may become liable to pay additional charges as detailed in this agreement

Additional charges cover our costs including, but not limited to, our contractors’ charges for labour, materials and equipment hire, as well as our reasonable administration costs.

You must either: pay additional charges within 14 days of receiving notification that you must pay them, or you must make a reasonable offer which is acceptable to us to pay the additional charges, and keep to the agreement.

If, within 6 months of being notified that additional charges are due:

- you have not paid the additional charges in full, or
- you have not reached an agreement to repay the additional charges, or
- you have failed to make agreed payments in respect of additional charges, you will be in breach of this tenancy agreement.

“Rent”

In these conditions, the word ‘rent’ includes all the items that make up the Total Rent shown on the tenancy agreement. It also includes anything else which, under these conditions, you must pay as additional charges.

“Rent Account”

This means the account or sub-account detailing monies owed and paid to us.

“Joint Tenancy”

A joint tenancy means that all named tenants are equally responsible for complying with all of the Tenancy Conditions and equally liable for any breaches. This includes (but is not limited to) paying all (not just half) the rent and any arrears of rent. The Council can ask for all the money owed from either or both of the joint tenants. If one tenant leaves, they will remain liable for the current rent and any arrears as do any remaining tenants.

“Relative”

Relative” means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or cousin

Links to other policies

On the Council website you can find the relevant policies which link to this tenancy agreement. www.Kingston.gov.uk and search for housing policies. They will provide additional guidance and information about your tenancy.

Interpretation

Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the Council discretion.

1. Rent

- 1.1. You must pay your rent on time, to the Council. If you do not pay your rent, or pay it late, we might apply to a court to evict you, or sue you for the money you owe us. Rent should be paid at least one week in advance, weekly on a Monday.
- 1.2. We may use any money you pay, or which is paid for you, to cover any rent you owe us for this property, or any other property you have rented from us.

2. Changing your rent, service charges and other charges

- 2.1. Any increase or decrease of the rent for your home by giving you four weeks notice.
- 2.2. We can introduce new services, for which we may charge. We can also withdraw services. However, if we do this, we must follow procedures set out below in clause 25 including following the procedures set out in the Landlord and Tenant Act 1985 (as amended) and the regulatory standards set out by the Regulator of Social Housing.
- 2.3. For more information please see our housing policies on our website.

3. Council tax

- 3.1. You must pay Council Tax (or any other local tax which may replace it) for your home direct to your local Council. It is not included in your rent.

4. Services

- 4.1. We will provide the services listed on Annex 1 of the tenancy agreement where appropriate. Occasionally we may also need to temporarily interrupt the supply of any service so that maintenance work can be undertaken. We will give you notice if possible. Charges may be made for the services listed on Annex 1 if they are provided for you where you live.

5. Repairs, Maintenance and Improvements

5.1. Our Responsibilities

- 5.1.1. We will repair and maintain the structure and the outside of the property as defined in The Landlord and Tenant Act 1985 and the Housing Act 2004: which may include the following;

- any shared parts of the building which your property forms part of; and

- roof; walls; foundations; drains; gutters; pipes; doors; door frames; window frames;
- chimneys and chimney stacks; glazing; ceilings; plaster-work; skirting-boards; paths, steps; our boundary walls and fences; integral garages and stores which form part of your home.

5.1.2. We will keep the outside decorated to a reasonable standard.

5.1.3. You must carry out all necessary preparations at the Property/Your Home to enable us to carry out repairs. We will not clear the area concerned of personal possessions. If you do not clear the area concerned of personal possessions, we may attempt to carry out the repair and will try not to cause any damage to the personal possessions but will not take responsibility for any such damage. If you do not make the necessary preparations and the repair cannot be carried out, we may claim the cost of the failed attempt from you.

5.1.4. We will carry out repairs that we are responsible for within a reasonable time of finding out the repair was needed. The length of time will depend on how urgent the repair is, and our published service standards in force at the time.

5.1.5. We will insure the property (but not your possessions) against all usual risks covered by a buildings insurance policy.

5.1.6. We will keep in good working order, systems installed by us as follows:-

- for supplying water (including tap washers), gas (where it is available), electricity, and
- for getting rid of rubbish and waste water; and
- any water or room heater or extractor fan that we provide, including inspecting flues, and inspecting and servicing gas appliances, and;
- fire places and fitted flues (but not sweeping chimneys where there is an open fire)

5.1.7. If you have installed your own system to provide any of the services listed above, you must maintain it yourself, unless the law says we must do it. **For the avoidance of doubt, you will need our written permission before you install any system or permanent fitting where we have installed it previously.** You should also note the things you are responsible for.

5.1.8. We will maintain any communal areas and shared facilities that we provide and ensure any such facilities are working properly, and any communal areas and shared facilities kept safe and maintained to a reasonable standard.

5.1.9. Some trees are subject to tree protection orders or they are trees in a conservation area. Please check the Kingston Council website for details of where these are before taking any action such as surgery or removal of a tree.

- 5.1.10. We are not responsible for any repairs or maintenance needed because of the following:
- You, a relative or anyone who has your permission to be in your home has caused the damage, neglected the property, or broken the terms of this agreement, unless you have made a satisfactory arrangement to pay us for the damage.
- 5.1.11. If the damage is to a shared area we will carry out the work, but you will have to pay additional charges to cover the cost of the repair.
- 5.1.12. Where the Council is unable to carry out works at the Property/Your Home or adjoining property while you and/or your household remain in occupation, we have the right to re-house you and your household either temporarily or permanently (particularly if the Property/Your Home needs to be redeveloped or demolished). You may be entitled to compensation and help with moving costs.

We are not responsible for

- providing dustbins for individual homes;
- repairing or maintaining anything which you are entitled to remove from your home: and
- painting and decorating inside your home.

5.1.13. If the Council, or its agents or contractors, damage the property, we will put it right.

5.1.14. You may be entitled to compensation if we fail within a reasonable period of time to carry out a reported repair that is our responsibility, having regard to your statutory rights. Please see our housing compensation policy.

6. Improvements

6.1. From time to time, we may make improvements to your property or the shared areas. If the improvements are substantial, we will follow the consultation process described below in clause 25.

7. Your Responsibilities

7.1. Reporting repairs

7.1.1. You must tell us as soon as possible about anything that we need to repair or maintain. Failure to do so may impact on any claim you may make against us.

7.2. What you must repair

7.2.1. You must keep the inside of your home in good repair, and the decorations, fixtures and fittings in good condition.

7.2.2. You must not apply any hazardous material to any surface, wall or ceiling or any material which is difficult to remove.

- 7.2.3. You are responsible for taking out contents insurance to cover damage to personal belongings and decorations and any third party liability if there is a fire, flood or other accident. Affordable contents insurance may be available through RBK please see our website for more details.

You are responsible for:

- door-furniture, hinges, and cupboard catches;
- maintaining any additional locks which you or previous tenants have fitted;
- replacing keys, light bulbs, fuses and your own electrical appliances;
- blocked sinks, washbasins, baths and toilets;
- broken pulls for high-level toilet cisterns, and toilet seats;
- sink and bath plugs;
- cracks in the plaster that are not structural;
- changing batteries in battery operated smoke alarms; or
- extra fixtures or fittings that previous tenants added to the property.

- 7.2.4. You are also responsible for repairs to your own fixtures or fittings, or to anything you are entitled to take away from the property.

- 7.2.5. You must not take down, replace, build or renew any fence or wall unless you have prior written permission from the Council. You must not allow any of the boundaries of the Property/Your Home to be changed (this includes the creation of hardstanding to allow parking of a vehicle) without written permission and all other appropriate permissions. Please see our Fencing policy for details on fencing.

7.3. Repairing damage

- 7.3.1. You must repair any damage to your home caused by you, members of your family, or other people living in or visiting your home. You must carry out these repairs as soon as possible, in a careful and reasonable way and to a reasonable standard as agreed by the council, following an inspection of those repairs.

- 7.3.2. If you, members of your family, or other people living in or visiting your home damage any shared areas or facilities, you must report it, but you must not repair it.

- 7.3.3. If we have to carry out repairs because you, a member of your family, or anyone who has your permission to be in your home, has caused the damage or neglected the property, you will have to pay additional charges to cover the cost of the work and expenses. This does not include normal wear and tear.

7.4. Rubbish

- 7.4.1. You must dispose of rubbish, refuse or other waste properly and safely. If you, or anyone living with or visiting you, break this condition, we may take action to put things right. You will have to pay us additional charges to cover our expenses for doing so.

7.4.2. You, and anyone living with or visiting you, must not dump rubbish or other refuse around your home or anywhere else where rubbish dumping is not allowed. If you break this condition, we may take action to put things right. You will have to pay us additional charges to cover our expenses for doing so.

7.5. Gardens and balconies

7.5.1. You must keep your garden or balcony (if you have one) reasonably tidy and in good condition. This includes cutting grass, and pruning hedges and shrubs. If you do not do this, we may take action to put things right and you will have to pay us additional charges to cover our expenses for doing so.

7.5.2. You must not put rubbish, vehicle parts, or vehicles, caravans, boats or trailers, in any garden, unless you have our written permission. If you do this without permission, we may remove any such items. You will have to pay us additional charges to cover our expenses for removing, and storing or getting rid of any such items.

7.5.3. If any part of your home is a fire escape, you must keep it clear and free of obstructions. If you do not do this, we may take action to put it right. You will have to pay additional charges to cover the cost of doing this.

7.5.4. Barbecues, fire pits and any other flammable materials should never be placed lit on a balcony or in a communal area.

7.6. Access

7.6.1. You must allow us into your home at any reasonable time to inspect or to carry out repairs, maintenance or improvements, to this property or to any property nearby. You do not need to let in anyone unless they show you official identification. Normally we will give you at least 48 hours notice. We expect you to move furniture, fittings, carpets and anything belonging to you to allow us to carry out repairs or maintenance.

7.6.2. In an emergency (for example, if water is overflowing), or where the Council considers that there is a risk of injury or damage to the property or other properties we may force entry into your home to investigate or to carry out urgent repairs.

7.6.3. We have a statutory obligation to undertake an annual safety check of gas appliances. If your home has gas appliances that we need to service, inspect or repair, you must let us or our contractors into your home to allow us to do this. Our gas maintenance contractor will arrange a reasonable time with you. If you have not let them into your home after two written notices, we can force entry to your home to allow them to carry out the work. You do not need to let in anyone unless they show you official identification. We also carry out electrical Inspections (EICR) and you must let us or our contractors into your

home to allow us to do this.

- 7.6.4. We may also need access to your home to comply with our fire responsibilities and may enter your home to install or upgrade fire safety equipment. We will arrange a reasonable time with you.
- 7.6.5. If we have to force entry into your home, we will leave your home secure. We will repair any damage we cause to the locks, doors, windows or frames. However, if you are responsible for the original fault you must pay us additional charges to cover our expenses for getting in and for making your home secure, and for the repair, unless you have a reasonable excuse for failing to let us in.

8. Use of your Home - Illegal or immoral use

8.1. You must not use your home for any illegal or immoral purposes. Illegal or immoral uses include, but are not limited to:

- illegally supplying, using or growing any prohibited or controlled drug (in your home or the locality of your home)
- prostitution
- keeping or supplying, from your home or the surrounding area, any indecent material or child pornography in any form, including but not limited to printed or computer material.
- using your home for any sexual activity involving children. This condition also applies to anyone living in, or visiting your home
- using your home for the exploitation of people through modern slavery arrangements

9. Private residential use

9.1. You must move into the property at the start of the tenancy and must live in the property as your only or principal home. If you do not use the property as your only or principal home, we will take action to end the tenancy by serving you with a Notice ("Notice to Quit"). We may apply to a court for possession of the property.

9.2. You must get our written permission to run a business at or from your home. We may withhold permission if:

- your business involves members of the public or customers having to call at your home, or
- your business may cause a nuisance to neighbours or damage the property, or
- it breaks any planning laws.

9.3. We may withdraw any permission we do give, by giving you one week's written notice if we think that the business is causing nuisance, annoyance, or breaking the law.

9.4. We must not interfere with your right to enjoy possession of your home.

10. Tenancy fraud

- 10.1. Tenancy fraud is when people are living in our homes without the right to do so.
- 10.2. It is against the law and a breach of our tenancy agreement. It also denies homes to those most in need.
- 10.3. We carry out regular tenancy checks to make sure that the right people are living in our properties.
- 10.4. We work with other social landlords and statutory agencies to detect fraud.
- 10.5. We investigate reports of possible tenancy fraud and if found, where appropriate, we will serve notices and seek a possession order from the courts.

11. Anti-Social Behaviour, Causing Nuisance and harassment

- 11.1. You, and anyone living with you or visiting your home, must not do anything in your home or in the area around your home, which causes or may cause a nuisance, annoyance, disturbance or offence to any person.
- 11.2. Things which cause nuisance, annoyance or disturbance may include, but are not limited to:- Loud music; arguing; door slamming; dog barking and fouling; drunkenness; offensive or violent behaviour; selling drugs or drug abuse; rubbish dumping; inconsiderate car parking; playing ball games close to someone else's home, and damage to property.
- 11.3. You, and anyone living with you or visiting your home, must not commit any acts of harassment towards anyone for any reasons, including but not limited to reasons of colour, race, nationality, ethnic origin, disability, age, sex, sexual orientation, or religion.

Harassment includes, but is not limited to:-

- violence or threats of violence towards any person
 - abusive or insulting words or behaviour
 - racial harassment
 - domestic abuse
 - damage or threats to damage property belonging to another person, including damage to any part of the person's home
 - writing threatening, abusive or insulting graffiti
 - anything you do or fail to do which is likely to interfere with the peace or comfort of any person, or will unreasonably inconvenience someone.
- 11.4. You, and anyone living with you or visiting your home, must not permit, encourage or allow anyone to commit any act that is in breach of Clauses 12.1 -12.3
 - 11.5. If people living with you, or visiting your home, do or fail to do something leading to a breach of Clauses 12.1 - 12.3, we will consider this a breach of this agreement by you.

- 11.6. You must pay the Council additional charges to cover the cost of making good any loss or damage caused by acts in breach of the Clauses below done by you, or anyone living with you or visiting your home.
- 11.7. You, and anyone living with you or visiting your home, must not deface or damage any wall, door, fence or other property owned by the Council, by graffiti or in any other way.
- 11.8. You are responsible for the behaviour of any person living in your home, whether permanently or temporarily. You are also responsible for the acts of any visitor while they are in your home, and while they enter or leave your home, any shared parts, or the locality of your home.
- 11.9. You must not use or threaten violence against anyone lawfully entitled to stay in your home, so that they are forced to leave because of violence or fear of violence.

- 11.10. You, and anyone living with you or visiting your home, must not use or threaten violence, intimidate, or use abusive language towards
 - anyone who works for the Council, or
 - the Council's agent, or
 - any other person carrying out lawful activity in the area of your home.

11.11. The Council will investigate complaints of antisocial behaviour (whether made by or against you or your household or visitors) and take whatever action it considers appropriate to resolve the problem. If you or your household or visitors behave in an antisocial way, we may take such legal action as is considered appropriate.

11.12. The Council will not normally consider re-housing you or your household if it is found that you or your household or visitors have caused nuisance, harassment or annoyance to, or acted in an antisocial manner towards, people in the local area of the Property/Your Home or our employees, contractors or agents. You may be considered to be intentionally homeless.

12. Heaters

- 12.1. You must not install or use free-standing heaters that burn oil, gas, bottled gas, or paraffin or other flammable fuels in your home.
- 12.2. You must not use, or allow anyone else to use, your home to store fuel, hazardous substances, oil or other materials that can catch fire easily, endanger health, or cause a nuisance.
- 12.3. You must not change or add to any wire, cable or pipe in the property, or install any new apparatus apart from electric appliances that are designed to be plugged into a 13 Amp socket, without our written permission. However, you can commission a qualified electrician to attach an electric cooker to an electric cooker outlet.
- 12.4. If we supply you heat and/or hot water, you must only use it for domestic purposes for your own household.

13. Other conditions of tenancy

13.1. No flammable items should be left / stored in meter cupboards

14. Flooring

14.1. You are not allowed to lay laminate flooring in flats above the ground floor, without first gaining permission in writing.

14.2. Permission for the installation of wooden, laminate flooring, ceramic and hard tiled flooring will not automatically be granted and will be refused if the Property/Your Home forms part of a block or conversion unless there are exceptional circumstances (for example the flooring is requested on health grounds and you have medical support).

14.3. Any permission granted will be subject to certain conditions (such as adequate sound proofing)

15. Pets

15.1. If you are a secure or introductory tenant, you and your household will be able to keep small caged birds, fish in tanks or small caged rodents without requesting permission. Exotic or wild animals are not permitted to be kept.

15.2. You and your household may not keep any other animal(s) except with the Council's prior written permission. If you want to keep any other animal at your home, then you must get our written permission first. We will normally only give permission for up to two animals. In Sheltered Accommodation, cats and dogs are only allowed in exceptional circumstances at the discretion of the Council.

15.3. A dog will only be allowed if you live on the ground floor, and have direct access (not via a shared pathway) to a private garden fenced in on all sides to at least 1m in height and if you agree to keep to the rules below.

15.3.1. A dog must remain secure within the property and must be accompanied and on a lead in internal and external communal areas, and accompanied when in a tenant/leaseholders private garden. The dog lead should be no longer than 6ft (2 metres.)

15.3.2. A dog is under control at all times and is not a potential threat to other residents or the public.

15.3.3. You must clean up after your dog if it fouls your garden or shared areas of the estate.

15.3.4. You must keep the dog on a lead in communal areas, with a name tag and not allow it out without a responsible adult.

15.3.5. You must keep to the council's dog bye-laws.

15.4. We may withdraw our permission by giving you reasonable notice if we think that any animal you have has:-

- been causing a nuisance
 - been making excessive noise
 - damaged property
 - frightened or hurt people
 - been causing a mess
 - been ill-treated
- 15.5. If we withdraw our permission for you to keep an animal you must make alternative arrangements for its accommodation.
- 15.6. If you, or anyone living with or visiting you, keep an animal, you must ensure that any animal faeces are picked up and disposed of responsibly.
- 15.7. Permission will not be granted for any animals listed under the Dangerous Wild Animal Act 1976 or for any dog listed under the Dangerous Dogs Act 1991. Any animals kept must follow all legal requirements including but not limited to Microchipping of Dogs (England) Regulations 2015 and Control of Dogs Order 1992
- 15.8. Where the tenant has been moved as part of the Decant policy and separate rules have been agreed and where the tenant, has an existing pet we will not unreasonably refuse permission for that pet to be moved to the new property. The tenant will usually be allowed to keep the existing pet for whom permission was granted and will remain subject to the conditions above in Clause 15.3.1 through to Clause 15.8. The tenant will need to seek permission from RBK before keeping any new pets or replacing the pet, if it dies or is rehomed.
- 15.9. Further advice and guidance can be found on the RBK website.
16. Alterations (changes), and the right to make improvements
- 16.1. You must get our written permission before you make any alterations or improvements to your home or common parts of your building. This includes but is not limited to putting up external lighting; decorating the outside of the property or shared parts; or altering areas so you can park your vehicle; or altering our fixtures and fittings.
- 16.2. We will only refuse to give our permission if we have a good reason to, but we may set reasonable conditions that you must keep to. If we do refuse, we will tell you why in writing. If you do not get our permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the costs of putting the property right.
- 16.3. Even if we have given our permission, you must get any other approval you need for the work (for example planning permission or building regulation approval) before you start. You must keep to any conditions in the planning permission or building regulations approval.
- 16.4. Even if we have given our permission, you must make sure that any work that you do is carried out to a proper standard, and in line with any conditions we set in our permission.

- 16.5. We will not take into account any improvements you make when we review your rent.



Aerials and satellite dishes

- 16.6. You must get our written permission if you want to put up aerials or satellite dishes. You must also get any other approval you need before you start the work. If you do not get our permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the costs of putting the property right.

Secure tenants only

- 16.6.1. You may be entitled to compensation for the improvements when you leave your property.

17. Parking

- 17.1. The following clauses apply to you, and other people living with or visiting you, You, your household and visitors must not park any motor vehicle outside either the Property/Your Home or on any housing land:

- unless it is in a roadworthy condition and fully taxed OR
- unless the Council has given you written permission OR
- it is an emergency.

- 17.2. You can park a vehicle, caravan, trailer, or boat in any parking space within the boundary of your home. This should be in an area designated for parking. It must be safe, of reasonable size and weight for the parking space, and it must not cause nuisance or inconvenience to your neighbours. You must not use your parking space in a way that breaks the law, or breaks any restrictions on how you can use your land.

- 17.3. You can park a vehicle in any parking space that you rent with your home. It must be safe, roadworthy, taxed and of reasonable size and weight for the parking space. You must not use your parking space in a way that breaks the law, or breaks any restrictions on how you can use your land.

- 17.4. If there are allocated spaces in the parking area, you must use only the space that is allocated to you or your household.

- 17.5. You must not park vehicles anywhere except in parking areas or on parts of the roadway where parking is allowed.

- 17.6. You must not put caravans, trailers, or boats, in a garden, or other estate areas or estate roads; you must not put parts from caravans, trailers, boats or vehicles in parking spaces or other estate areas.

- 17.7. You can carry out reasonable minor repairs to vehicles in the parking areas that you are allowed to use. You must not use paint spraying equipment, hoists, welding equipment or powered tools.

- 17.8. You must not carry out vehicle repairs for other people anywhere on council estates or in integral garages. You must not break up vehicles anywhere on council estates or in integral garages.

- 17.9. We will not take responsibility for any vehicles (or their contents) parked on Council estates or other Council property in any circumstances. You, your family, other people living with you, and visitors park there at your own risk.
- 17.10. If you, or anyone living with or visiting you, leave a vehicle, part of a vehicle or other object anywhere on our land in breach of these parking conditions, we may place a Notice on it giving 14 days notice that we will remove or destroy it.
- 17.11. This condition also applies to vehicles, parts of vehicles or other objects which we think:-
- are abandoned, or
 - are dangerous, or
 - are unroadworthy, or
 - should display a current certificate of taxation, and does not, or
 - should have a current certificate of roadworthiness (MOT) from the Department of Transport, and does not have one.
- 17.12. You agree to pay us additional charges to cover the cost of removing and disposing of any such item for which any member of your household was responsible. You, and anyone living with you or visiting your home, do not have any right to claim against the landlord for any loss arising from the destruction of a vehicle, part of a vehicle, or other object.
- 17.13. If you want to make additional parking space from any land you rent as part of your home, you must first get our written permission, and any other necessary permission.
- 17.14. If you do not get permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the cost of putting the property right.
18. Shared parts
- 18.1. These clauses relating to shared parts only apply if your home has shared parts, including but not limited to entrances, landings, staircases, passageways, paths, drives, gardens or balconies.
- 18.2. Smoking is not permitted in any indoor communal area.
- 18.3. Nothing should be left in the communal area, even for short periods of time
- 18.4. You must clean any access balcony, corridor or staircase outside your home, unless the Council provides a cleaning service.
- 18.5. You, and anyone living with you or visiting your home, must not put anything which may restrict or hinder access in any corridors, landings, staircases, shared entrances, or any other shared part.
- 18.6. If you break this condition, we may take action to put things right. You will have to pay additional charges to cover the cost of doing this.

18.7. You, and anyone living with you or visiting your home, must not put anything in any shared parts, entrances, landings, staircases, passageways, paths, drives, gardens or balconies without getting our written permission first.

18.8. You, and anyone living with you or visiting your home, must not tamper with any fire-safety equipment including fire and security doors, lighting or security equipment.

19. Communal facilities

19.1. You, and anyone living with you or visiting your home, must not tamper with lifts, lofts, and communal facilities including but not limited to; communications equipment, bathrooms, kitchens, laundries, fire doors or security doors and bin chutes.

19.2. Residents should not charge electric scooters, bikes or any other electrical equipment in the communal area

19.3. You, and anyone living with you or visiting your home, must not use them in any way which may cause a nuisance, annoyance, harassment, distress or worry to anyone who lives in, is visiting or going about a lawful activity in the local area, or who works for the Council (whether as an employee, contractor or agent).

20. Support to manage your tenancy

Support is available to help you manage your tenancy.

21. Legal requirements

21.1. You must keep to all laws and regulations relating to or in any way affecting your living in the property, or its shared parts or surroundings.

22. Ending the Tenancy

22.1. Secure tenants only

22.1.1. We can only make you leave your home by getting a court order, and we can get an order for certain reasons (“grounds”) which are set out in the Housing Act 1985. These can be found online.

22.1.2. We will give you at least four weeks' written notice (“Notice of Seeking Possession”) if we plan to apply for a court order, except in the following cases:

- in cases of nuisance or harassment, or
- if there is a danger to people or property that we must deal with immediately.

22.1.3. If we apply to the court for a possession order, you may be liable to pay court costs, as awarded by the Court (“court costs”).

22.2. If the tenancy stops being a secure tenancy

- 22.2.1. If the tenancy stops being a secure tenancy (for example, because it is no longer your only or principal home), we may end the tenancy by giving you four weeks' written notice ("Notice to Quit"). If necessary, we may also take court action to get the property back.

22.3. Introductory tenants only

- 22.3.1. We can only make you leave your home by getting a Court Order, and we can get an order where you break the tenancy conditions described in this agreement.

- 22.3.2. We will give you at least four weeks' written notice ("Notice of proceedings for possession") if we plan to apply for a Court Order and will give you an opportunity to ask for a review of this decision.

- 22.3.3. If we apply to the court for a possession order, you must pay additional charges as assessed by the court ("court costs").

22.4. Your right to end the tenancy

- 22.4.1. If you are the sole tenant, you can end this tenancy by giving us at least four weeks' written notice, addressed to Housing, Mayor and Burgesses of the Royal Borough of Kingston upon Thames, Guildhall Kingston Upon Thames KT1 1EU. This notice must end at 12.00 midnight on a Sunday. We may accept less notice than this, but you must arrange this with us beforehand.

- 22.4.2. If this is a joint tenancy, either of the joint tenants can end this tenancy by giving us at least four weeks' written notice, addressed to Housing, Mayor and Burgesses of the Royal Borough of Kingston upon Thames, Guildhall Kingston Upon Thames KT1 1EU. This notice must end at 12.00 midnight on a Sunday. If both tenants apply for less notice then we may accept less notice than this, but you must arrange this with us beforehand.

- 22.4.3. Where a joint tenant gives notice, the tenancy will end even if the other joint tenant(s) does not agree with the giving of notice and wishes to stay in the Property/Your Home.

- 22.4.4. A standard form of notice which can be used is included in Annex 2

- 22.4.5. You must give us 'vacant possession' of the property when you move out. This means that

- you must return all the keys to the property by the method specified by your housing officer
- you must return keys by 12.00 noon on the Monday following the last day of your tenancy
- nobody must remain in the property after you go, and
- you must remove all your furniture, personal possessions, pets, and rubbish, and

- leave our fixtures and fittings in a reasonable condition and state of repair, and
- you must empty any garages, outhouses or sheds that you rent with the property, and dispose of the contents properly.

22.4.6. If you do not give us proper written notice and vacant possession, you will have to pay the rent and other occupancy charges until the tenancy comes to an end.

22.4.7. After you have given us notice you are giving up your tenancy, you must let us inside your home at any reasonable time to inspect the property. We will normally make an appointment with you.

23. Moving out

23.1. We accept no responsibility for any belongings you leave in the property after your tenancy has ended. If you do leave any belongings that we have to dispose of, we may get rid of them without warning you. You may have to pay additional charges to cover the cost of doing this.

23.2. You must leave the property in a secure and reasonable condition, in line with your responsibilities under clauses 7-12 of these conditions (Repairs, Maintenance and Improvements). This means it should be in similar condition to the time you moved in, except for fair wear and tear. If you do not do this, you may have to pay additional charges to cover the cost of bringing the property back to a safe and reasonable condition.

23.3. RBK reserves the right to charge for the cost of storage and disposal of items left in communal areas.

24. Lodging, Subletting, Assignment, Succession and Mutual Exchange

24.1. Secure and Introductory Tenants Only

24.1.1. You may take in lodgers or have members of your family living with you as long as this does not result in an unreasonable number of people living at your home.

24.1.2. You may sublet part of the Property/Your Home with prior written permission of the Council, you must not create a sub-tenancy with security of tenure.

24.1.3. You may not sublet the whole of your property

24.1.4. You must use your home as your principal home.

24.1.5. Please see our tenancy management policy for more information

24.2. Sheltered Tenants Only

24.2.1. You must not take in lodgers.

- 24.2.2. You must not change the lock to a Sheltered property without permission in writing from your housing manager. If you do change the lock and we need to break in a part of an emergency we will recharge you for this.
- 24.2.3. You must not sublet all or any part of your home.
- 24.2.4. You must use your home as your principal home.
- 24.2.5. Please see our tenancy management policies for more information
- 24.2.6. Where a tunstall alarm system has been fitted, you must use the tunstall alarm system appropriately.

24.3. Succession

- 24.3.1. When an introductory tenant dies, the Introductory Tenancy shall, where applicable and in accordance with statutory provisions (Sections 131 to 133 Housing Act 1996), pass to a successor.

General Needs & Sheltered Secure Tenants

- 24.3.2. The law provides that there may be only one succession of a tenancy.
- 24.3.3. When a secure tenant dies, the Secure Tenancy shall, where applicable and in accordance with statutory provisions (Sections 87 to 89 Housing Act 1985) pass to a successor.
- 24.3.4. If one of two joint tenants dies, the tenancy automatically passes to the survivor who becomes a successor sole tenant and when they die the Secure Tenancy ends.
- 24.3.5. If you die, your spouse, civil partner, or members of your family may have rights to succeed to a tenancy. We will use the Housing Act 1985 (as amended), any legislation which replaces it, and surrounding case law, in deciding whether to allow a succession. We will accept as 'Spouses', a partner who lives with you as your husband or wife even if you are not married. We agree that it will also mean a partner of the same sex with whom you live as a couple.
- 24.3.6. Where a sole tenant, who holds a Secure Tenancy at the time of their death and who was not a successor, dies, the Secure Tenancy will automatically pass to their husband or wife or partner from a long term relationship (including same sex partners) providing they were occupying the Property/Your Home as their only or main home with the tenant when they died.
- 24.3.7. If there is no spouse in occupation the tenancy could pass to a partner or another relative, provided that person had been occupying the Property/Your Home as their only or main home with the tenant throughout the 12 month period before the tenant died.

- 24.3.8. If the person who is to succeed is under the age of 18, they will succeed on their 18th birthday. Until then, the legal interest in the tenancy will be held in trust for that person.
- 24.3.9. We will request that anyone who succeeds to this tenancy moves to another property if the home is larger than we think they need.
- 24.3.10. You can only assign the tenancy to someone else if you get our written permission and the conditions concerning assignment in the Housing Act 1985 (as amended) are fulfilled.
- 24.3.11. We will use this Act, any legislation that replaces it, and surrounding case law, in deciding whether to allow assignments.
- 24.3.12. Before we give our permission, we may set a condition that you must pay any rent you owe us, or put right anything that breaks this agreement, before you make the exchange.

24.4. General Needs Secure tenants and Sheltered Housing Tenants only

24.4.1. The right to mutual exchange

If you get our written permission, you can exchange this tenancy with

- a secure Housing Association or Council tenant (who has their landlord's permission); or
- an assured tenant who can assign their tenancy, who has their landlord's permission and who rents their home from a Registered Social Landlord or a Housing Trust that is a charity.
- We may insist that you use a form or deed approved by us. Before we give our permission, we may set a condition that you must pay any rent you owe us, or put right anything that breaks this agreement, before you make the exchange.

25. Right to Buy

- 25.1. The law provides that certain secure tenants may have a Right to Buy the Property/Your Home that they have a tenancy of.

26. Remedies, And Other Procedures Changing this agreement

- 26.1.1. We can change the rent and other payments as set out above in clause 2
- 26.1.2. We can also change any other part of this agreement by following this procedure. If we are planning to do this, we will consult you and consider all the comments we receive.
- 26.1.3. We will follow the procedures set out in The Landlord and Tenant Act 1985 (as amended) and the regulatory standards set out by the Regulator of Social Housing.

26.2. Right to consultation

- 26.2.1. We will consult you before we make any change to the way we manage, maintain or improve your home if the change is likely to have an effect on you.
- 26.2.2. We will support and assist the development of residents' groups and consult with them widely in the management of Council homes. We will encourage you to play an active part in the management of your home. We will provide support for this.
- 26.2.3. When tenants request help from us, we will support initiatives to develop Tenant Management Organisations, Tenant Participation Compacts, and other models allowing tenant involvement in decisions about managing their homes. We will investigate funding methods to support such initiatives.

27. Right to information

- 27.1.1. You can see any personal information we hold about you. We will not refuse our permission unreasonably. We may decide not to give you information provided by other people or organisations if it would breach our duty of confidentiality to them. Our privacy policy can be found on our website.
- 27.1.2. If you think that any information we hold about you is inaccurate, you can ask us to correct it. We will do this if your request is reasonable.

28. Compliments, comments and complaints about our service

- 28.1.1. We welcome your comments about our housing service. You can use our complaints procedure if you think we have broken this Agreement or not carried out any of our responsibilities.

28.2. Delivering documents

- 28.2.1. Under clause 48 of the Landlord and Tenant Act 1987, we must give an address where you can send notices to us. Any letter, notice or other official document, which you send us, will be valid if you send it to: Housing, Mayor and Burgesses of the Royal Borough of Kingston upon Thames, Guildhall Kingston Upon Thames KT1 1EU.
- 28.2.2. Any letter, notice or other official document will be validly served if we leave it at your home, send it there by post, or post it through your letterbox.

28.3. Special Conditions

- 28.3.1. The following conditions also apply to this tenancy:

28.3.2. There are no extra conditions on the date of this Tenancy Agreement.

28.3.3. You and the Council agree that a condition of this Tenancy Agreement is that:

