



COMPARISON OF PROPOSED NEW TENANCY TERMS AND CONDITIONS

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
1. Introduction to your tenancy terms and conditions			
1.1	Your tenancy agreement is a binding contract between you and us (the London Borough of Harrow). It contains your rights and obligations as a tenant and our rights and obligations as your landlord.	Page 1 first sentence of existing version. The agreement sets out your rights and obligations as a tenant of the London Borough of Harrow.	The proposed wording clarifies that the agreement relates to both parties (the tenant and the landlord), setting out both parties' rights and obligations.
1.2	Your tenancy starts on the date written on the front page of this agreement and runs on a weekly basis until it is brought to an end in accordance with the law, by you or by us.	Page 1 – YOUR TENANCY - This is a weekly tenancy	The proposed clause effects no substantive change from the existing agreement.
1.3	Where there is more than one tenant (a joint tenancy) the words “you” and “tenant” mean all tenants. If you are a joint tenant you have the same rights and obligations as the other joint tenant(s) at the premises; your rights and obligations cannot be split or shared between you. If one of you breaches the agreement it affects all joint tenants of the premises. If one joint tenant gives notice to end the tenancy, it ends for all	Page 1 - YOUR TENANCY - As a tenant you have to abide by the terms of this Tenancy Agreement. This applies to all JOINT TENANTS jointly and severally, (that is, each joint tenant has full responsibility to comply with the terms of this agreement and the term “tenant” refers to you individually as well as jointly).	The proposed clause effects no substantive change from the existing agreement. It attempts to explain the position of joint tenants in a more understandable way.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	of you.		
	Notes		
a)	<i>Notes are included in most sections to help you understand your tenancy agreement. The notes do not form part of the agreement and are not binding – they are for information only. The Tenants' Handbook, which is given to you with a copy of your Tenancy Agreement, will also help you to understand these terms and conditions. Please read these documents carefully and keep them to refer to in future.</i>	There are no Notes in the current version Page 1 second sentence The Tenant's Handbook which is given to you with a copy of this Agreement will help you to understand this Agreement. Please read these documents carefully and keep them to refer to in future.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>Most council tenancies are legally known as secure tenancies. This means that we can only bring the tenancy to an end if we get a court order (known as an order for possession). The law controls the circumstances in which the court will grant this type of order.</i>	Page 1 - YOUR TENANCY - Some tenancies are not secure. This is explained in the Tenants Handbook. If you are not sure what sort of tenancy you have, please ask at the Housing Department.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>As long as you pay your rent and you, and the people you are responsible for, follow the other terms of your tenancy agreement we will not normally ask the court to make an order for possession, unless, for example, we need to move you to redevelop your home.</i>	Page 1 – YOUR TENANCY - The Housing Act 1985 is the Act of Parliament which establishes the basis of this Agreement. On signing this Agreement you normally become a secure tenant. This means that the Council can only gain possession of your home under the grounds specified in the Act.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>If you have any questions about your tenancy, or if you would like more</i>	No comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>information about the rights and obligations of secure tenants and their landlords, please ask your housing officer. You can also get information from solicitors or advice centres such as the Citizens Advice Bureau.</i>		obligations for either the tenant or the Council.
e)	<i>If you have any complaints about our housing service, you should discuss this with your housing officer. If you are not satisfied with the answer, you should ask for details of the complaints procedure.</i>	No comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
2. Rent and other charges			
2.1	The first week's rent must be paid when you sign up for your tenancy. Rent, including any service charges, must be paid every week in advance. A service charge is a charge to you under clause 2.8 of this Agreement. Rent is due every Monday for the week to come.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- RENT To pay the rent or any other charges regularly and promptly	It helpfully specifies that rent is payable in advance and the day on which it is payable.
2.2	If you have to pay a service charge for the premises, that service charge is part of the rent.	There is no comparable clause in current version	The proposed clause seeks to make plain that service charges are part of the rent to be paid by the tenant.
2.3	If you are a joint tenant, you are equally responsible for paying all of the rent and any arrears (rent owed for the premises). We can ask for all of the rent owed for the premises from any individual joint tenant. A joint tenant who leaves is still responsible for all of the rent, and so is a	There is no comparable clause in the current version.	The proposed clause clarifies the obligations on joint tenants to pay the rent. .

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	joint tenant who lives in the premises on their own.		
2.4	If you owe rent for a previous Harrow Council tenancy (former tenant arrears) that will be added to your rent account for this tenancy. You must pay us amounts added to your rent account under this clause.	There is no comparable clause in the current version.	The proposed clause provides for former tenancy arrears to be added to the rent account for the current tenancy. Adding the former arrears to the current rent account would not make those arrears “rent” under the current tenancy and non-payment of those arrears would not entitle the Council to seek possession on the basis of rent arrears.
2.5	If you owe rent for this or a previous Harrow Council tenancy, we can use any money you pay us to pay any rent you owe (“arrears”) before your current weekly rent.	There is no comparable clause in the current version.	The proposed clause seeks to give the Council a right not contained in the existing tenancy agreement. The Council claims the right to apply any money paid by the (i.e. including rent payments) to the payment of arrears, including former tenancy arrears. The County Court may not grant possession for rent arrears in circumstances where the tenant has been paying rent, but arrears have been built up because the Council has applied the rent payments to former tenancy arrears.
2.6	You must repay any money you owe us for the cost of repairing deliberate damage. If you do not keep to an agreed repayment plan for any money you owe us, the council can go to court to get permission to evict you from your home.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 2. USE AND OCCUPATION OF THE PREMISES (c) To use the premises and the Council’s fixtures and fittings in a proper and caring manner. Not to commit, or allow to be committed any acts of wilful damage, graffiti or other acts of defacement to the	The first sentence in this proposed clause is, in substance, the same as the current tenancy agreement. The second sentence suggests that the Council may seek possession for non-compliance with a repayment plan. In respect of the second sentence amounts for damage repairs do not constitute “rent lawfully due from the tenant” and will not form the basis of an application for possession under Ground 1 in Schedule 2 to the Housing Act 1985. Failure

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		premises and estate. You shall repay the Council for the cost of any works carried out as a result of misuse or neglect.	to comply with the first sentence of the proposed clause may, strictly speaking, support a claim for possession based on breach of a term of the tenancy agreement (i.e. a different ground to Ground 1). However the County Court is unlikely to grant possession on the basis of a failure to pay damage repairs. If the deliberate damage is significant, the Court is far more likely to grant possession on the basis of the damage itself, rather than any failure to pay for repairs.
2.7	We may at any time change the rent by giving you not less than four weeks notice in writing.	There is no comparable clause in the current version.	The proposed clause spells out the Council's right to increase the rent upon giving notice. The clause is consistent with sections 102(1)(b) and 103(4) of the Housing Act 1985.
2.8	We have the right to charge you for any service we provide for your home. The cost will be charged as part of your rent. We will tell you in writing, at least four weeks before we do this.	There is no comparable clause in the current version.	The proposal is to make clear that the Council may charge tenants for the provision of services.
2.9	If you receive any compensation relating to your home and you owe any money to the Council for rent or any other debt related to your home (but not Housing Benefit or Council Tax), you must pay that compensation to the Council, or pay a part of the compensation equal to the amount you owe the Council. That compensation amount will be used to reduce the debt and may be paid onto your rent account to reduce your arrears.	There is no comparable clause in the current version.	The proposed clause seeks to give the Council a right to take compensation monies due to the tenant and apply them to reduce any debt or arrears owed by the tenant to the Council. Clause 3.14 is a specific instance of this clause, which relates to compensation for repairs

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
2.10	If the Council owes you any compensation relating to your home and you owe any money to the Council for rent or any other debt related to your home (but not Housing or Council Tax), then the Council may reduce the compensation paid to you by the amount that you owe the Council and use that money to reduce that which you owe and may pay that money into your rent account to reduce your arrears.	There is no comparable clause in the current version.	This proposed clause is similar to clause 2.9 in that it is a statement of what tends to happen in practice already. If a tenant has arrears and receives compensation for example for disrepair from the Council, the payment must be used to reduce the tenant's arrears.
2.11	If we take you to court we may add the costs of the case to your rent account. You must pay us the costs added to your rent account.	There is no comparable clause in the current version.	The proposed clause makes it plain that court costs will be added to the tenant's rent account. Costs added in this way do not constitute "rent lawfully due from the tenant" and will not form the basis of an application for possession under Ground 1 in Schedule 2 to the Housing Act 1985.
	Notes		
a)	<i>Your rent is due on Monday for the week to come. However, if we receive payment later than the Friday in the week in which you rent is due, your transaction will not be credited to your rent account until the following week and therefore your account will show arrears.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>If you owe rent, we will deal with you</i>	SECTION A – THE COUNCIL'S OBLIGATIONS	This note provides information to the tenant

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>firmly but fairly. We will give you support and debt counselling and make arrangements for you to pay the rent if necessary. If you do not pay, we will take firm action which could lead to you being evicted.</i>	3. OTHER OBLIGATIONS The Council shall:- (d) If a tenant gets into rent arrears, enquire as to the reasons and offer advice on housing benefit before taking legal proceedings.	and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>We will offer you a number of different ways to pay your rent.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>We would not normally consider rehousing you if you owe us any rent.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>Some tenants must pay an additional charge on top of the basic rent for extra services which they receive. If these charges apply to you they will be listed in your Tenancy Agreement. These charges may include: Hot water and heating</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
3. Repairs			
3.1	We will keep in repair the structure and exterior of your home, including drains, gutters, external pipes, joinery, roofs, chimneys & brickwork.	SECTION A – THE COUNCIL’S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (a) The structure, exterior and common parts of the building, including drains, gutters and external pipes.	The proposed clause does not refer to an obligation to “maintain” as does the existing comparable clause.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
3.2	We will keep in repair and proper working order the installations in your home for the supply of water, gas, electricity, and for sanitation (including basins, sinks, baths), as well as space and water heating. We will maintain your central heating system including pipes, radiators, boilers, gas fires and storage heaters so long as the appliances have been fitted by the Council. We may remove your gas fire if it is beyond repair, so long as there is another form of heating in your home, such as central heating.	SECTION A – THE COUNCIL’S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (b) Gas, electricity and water installations from the meter or stop-cock throughout the building, but not the meter and the mains supply to it.	The proposed clause refers to a limited, rather than a general, obligation to “maintain” unlike the existing comparable clause.
3.3	We will carry out an annual safety check on all of your gas appliances and pipe work excluding cookers. You must provide us with access to your home to carry out the safety check in accordance with Section 4 of this agreement.	There is no comparable clause in the current version.	The Council has a legal duty to carry out annual gas safety checks and this proposed clause places an obligation on tenants to provide access to the Council for this purpose.
3.4	If we lose money because you don’t give us access to your home for works to be done, then we may charge you those costs and add that amount to your rent account. You must pay us the costs charged or added to your rent account.	There is no comparable clause in the current version.	The proposed clause will make it possible for the Council to charge tenants for costs due to refusal or failure to give access.
3.5	You will decorate the inside of your home and will maintain your home to a reasonable standard, including items that you have added to your home.	SECTION B – THE TENANT’S OBLIGATIONS 10. INTERNAL DECORATIONS	The proposed clause effects no substantive change from the existing agreement.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		To keep the interior of the premises in reasonable decorative order. In the case of elderly or disabled persons the Council may release the tenant from this obligation and carry out the internal decorations on the tenant's behalf.	
3.6	You must report any defects that need repair to the Council as soon as you notice them. The Council shall charge you any additional costs of damage caused due to your failure to promptly report any such defects requiring repair	SECTION B – THE TENANT'S OBLIGATIONS 9. DEFECTS To inform the Council immediately of any defect in the premises. The Council shall charge you any additional costs of damage caused due to the failure to promptly report a defect.	The proposed clause effects no substantive change from the existing agreement.
3.7	You are responsible for any damage to your home caused by you, members of your household or your visitors. You must pay us for any damage to your home. We will not be liable for repairs if you, or people you are responsible for, have caused them. When you leave your home you must ensure that it is in reasonable condition so it can be re-let immediately to another person or family.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council reserves the right to charge the tenant for any repairs to the premises and communal amenities by wilful damage or neglect by the tenant. This includes members of the tenant's household and visitors. <i>AND</i> SECTION B – THE TENANT'S OBLIGATIONS 16. RESPONSIBILITY FOR OTHER PERSONS ON THE PREMISES To ensure compliance with these obligations of all	The most comparable clauses in the existing agreement are clause 2 of Section A and clause 16 of Section B.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		members of the family, including children living with the tenant, and other family members, visitors, guest, friends, relations, lodgers and sub-tenants regardless of whether they are living at the premises, visiting or temporarily staying. You are responsible for all damage or acts of nuisance or harassment caused, and will meet the cost of making good any damage. Any breach of these obligations can result in possession proceedings being taken against you.	
3.8	You must use your home properly and responsibly. You must take reasonable care to keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must take care not to block toilets and sinks.	There is no comparable provision in the current version.	This proposed clause does not remove the Council's own liability for disrepair to keep grates, grids, drains and gullies and gutters in good working order but it places an obligation on the tenant not to cause blockages by placing inappropriate materials down toilets such as nappies or food debris down sink outlets which cause blockages.
3.9	You have a right to carry out your own alterations or improvements, but you must get permission, in writing, from the Council (which we will not refuse unreasonably). Planning permission or other approval may also be required for some alterations or improvements. You should seek advice from us before undertaking any alterations or improvements. You may get compensation for this work when you end your tenancy. If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it	SECTION A – THE TENANT'S OBLIGATIONS 11. ALTERATIONS To obtain the Council's written consent before making any alterations or additions to the premises. This includes the erection of any outbuilding and wireless or television aerial (terrestrial or satellite). The Council shall not unreasonably without this consent.	The proposed clause explains in more detail the requirement to obtain permission and the consequences for failing to obtain appropriate permission when undertaking any alterations or improvements to their home.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	was before. If you don't, we will do the work and make you pay for it. You may face possession proceedings.		
3.10	If your home is in a block of flats you must not attach a satellite dish or aerial to the building.	This is now a separate clause but is covered in 11. ALTERATIONS in the current version.	The proposed clause effects no substantive change from the existing agreement.
3.11	Following a mutual exchange with another tenant, you will be responsible for the decoration that the previous tenant has left in your new home. You will also be responsible for any improvements or alterations carried out by the previous tenant.	There is no comparable clause in the current version.	The proposed clause makes it clear to incoming tenants who wish to undertake a mutual exchange of their obligations when moving into a council property in Harrow. It will be important for Housing Officers to highlight this obligation in advance of the signing of the tenancy agreement so that the incoming tenant is aware before committing themselves to the move.
3.12	Subject to funding we will regularly decorate the outside of your home and shared areas.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (d) External painting in accordance with the Council's policy	The proposed clause highlights the Council's obligation to keep the exterior of council houses and blocks in a reasonable condition.
3.13	We will maintain all entrances, halls, stairways, lifts, rubbish chutes, lighting and other common parts of all blocks of flats and maisonettes.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (c.) Lifts and other communal amenities such as door entry systems where these are provided.	The proposed clause effects no substantive change from the existing agreement.
3.14	You have the right to get repairs done in	There is no comparable clause in the current	This new proposed clause clearly informs

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	a reasonable time. We will pay compensation, in line with our compensation policy, in the circumstances set out in the policy.	version.	tenants of their right to be paid compensation if the Council do not carry out repairs within their published timescales. The timescales are contained within the Tenants Handbook and given to tenants.
3.15	If you owe any money to the Council for rent or any other debt related to your home (but not Housing Benefit or Council Tax), any compensation for repairs will be used to reduce the debt and may be paid onto your rent account.	There is no comparable clause in the current version.	This proposed clause links to clauses 2.9 and 2.10 above but specifically relates to compensation paid for repairs.
3.16	If you pay a charge to us for hot water and heating and there is a breakdown in service, you must notify us of the breakdown. If the service is not restored within two days of us receiving your notice, then we will refund your payments for the charge that cover the period of the breakdown.	SECTION A – THE COUNCIL’S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (Second sentence in clause (b)) If you pay a charge to the Council for hot water and heating the Council will refund these charges if these services are not restored within two working days of notification.	This is similar to the clause in the current version although the proposed clause now includes an additional sentence which informs tenants of their obligation to notify the Council of any breakdown in service.
3.17	You must not remove internal or external walls or take out any other part of your home without our agreement in writing.	This is now a separate clause but is covered in 11. ALTERATIONS in the current version.	Although this is already implied in clause 3.9 it is considered important to specifically bring this to the attention of tenants since there have been cases in the past where tenants have removed walls which could have rendered the property structurally unsafe.
	Notes		

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
a)	<i>You are responsible for decorating the inside of your home. This includes repairing minor cracks in plasterwork and preparing surfaces so they can be painted or papered.</i>	There is no comparable information in the current version	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>We will maintain internal stairs, banisters and balustrades.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement you have put in yourself.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>We will only replace front and rear door locks where we are satisfied that they are faulty. We can replace lost or stolen door entry keys but you will be recharged for the cost of the replacement lock, keys and labour charge.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>If you are unable to take care of your home yourself, ask your Housing Officer about help that may be available.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
f)	<p><i>You are also responsible for:</i></p> <ul style="list-style-type: none"> • <i>Cleaning</i> • <i>Ventilating & heating to prevent condensation</i> • <i>Replacing toilet seats</i> 	There is no comparable information in the current version.	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p> <p>The Council has statutory obligations to carry out repairs by virtue of section 11 of the</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<ul style="list-style-type: none"> • <i>Changing locks or replacing broken keys</i> • <i>Keeping grates, grids, drains, gullies, toilets, baths, sinks & waste outlets clean</i> • <i>Taking care not to cause blockages</i> • <i>Buying and fixing curtain rails and light bulbs</i> • <i>Taking reasonable care to make sure that your pipes do not freeze</i> • <i>Providing your own TV aerial, unless there is a shared aerial which is part of a service charge in your rent</i> • <i>Replacing missing plugs in sinks and wash basins</i> • <i>Internal doors (including replacement) glass and fittings</i> • <i>Garden pathways, patios, fences</i> • <i>Kitchen unit doors, drawers and fittings</i> • <i>Cylinder jackets and pipe lagging</i> • <i>Repairs to plasterwork</i> • <i>Damaged wall and floor tiles</i> • <i>Fuses, pull cords, fluorescent tubes, starters, batteries to battery operated smoke alarms</i> • <i>Any repair resulting from accidental or intentional damage</i> 		Landlord and Tenant Act 1985 and section 96 of the Housing Act 1985.
4. Access			
4.1	We will normally give you at least 48 hours notice in writing if we want to come	SECTION A – THE COUNCIL’S OBLIGATIONS	This proposed clause places an obligation on the Council to give at least 48 hours notice if

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	into your home, and will try to give you longer if possible. If we need to carry out repairs on your home we will give you at least seven days notice in writing, unless the repairs are emergency repairs. You should ask to see identification before you let anyone into your home.	3. OTHER OBLIGATIONS The Council shall:- (a) Where reasonably practical make reasonable arrangements to enter the premises on prior notice to the tenant for inspection and to carry out repairs and other works.	they wish to gain access to the tenant's home unless there is an emergency repair in which case no notice is required which is explained in clause 4.5.
4.2	You must let our officers, agents and contractors come into your home (to inspect it or do work on it or for any other reason) if we have given you notice, in writing.	SECTION B – THE TENANT'S OBLIGATIONS 8. ACCESS To allow authorised employees of the Council and its agents on production of their formal identification to enter the premises to inspect the property or carry out repairs. (See also new 4.1 above)	The proposed clause imposes an obligation upon the tenant that is the companion to the notice "undertaking" in clause 4.1.
4.3	If we have asked to come into your home but you do not let us in, we may obtain a court order against you requiring you to let us in. Repeated failure to allow access may result in us seeking a Possession Order from the Court.	There is no comparable clause in the current version.	This advises tenants that they will be in breach of their tenancy agreement if they fail to give access to the Council when required to do so.
4.4	If you have failed or refused to let us in more than once, we may force entry without giving you further notice. If we have to pay a penalty because you refused to let us in, then we may add it to your rent account. You must pay us any penalty added to your rent account.	There is no comparable clause in the current version.	This proposed clause covers situations where we have requested access to carry out a repair which has not been given and because of the delay the defect deteriorates and becomes an emergency repair. This clause should be read in conjunction with Note a) at the end of this section.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
4.5	If there is an emergency and we need to get into your home immediately, we have the right to force entry without giving you notice.	SECTION A – THE COUNCIL’S OBLIGATIONS 3. OTHER OBLIGATIONS The Council shall:- (b) In case of emergency enter the premises without prior notice to the tenant to prevent personal injury and damage to property and make good any damage howsoever arising.	The proposed clause contains a right to force entry in emergencies, not provided in the existing clause 3(b). The proposed clause is consistent with section 40 of the Housing Act 2004. Housing Officers and Repairs Officers will be provided with clear guidelines as to the circumstances in which it will be appropriate to force entry.
4.6	If we force entry we can charge you for any costs of doing so, which may be added to your rent account. You must pay us any costs added to your rent account.	There is no comparable clause in the current version.	The proposed clause contains a right to charge to the tenant the costs of forcing entry in emergencies, not provided in the existing tenancy agreement. Any charge added to the rent account in this way would not constitute “rent lawfully due from the tenant” and will not form the basis of an application for possession under Ground 1 in Schedule 2 to the Housing Act 1985. However failure to pay costs added to the rent account would mean the tenant was in breach of the tenancy agreement and an order for possession could be made under another Ground of the Housing Act 1985.
4.7	If we need you to leave your home temporarily so that we can do work, you must leave for as long as necessary.	There is no comparable clause in the current version.	This proposed clause simply advises tenants of the Council’s right to require them to move when works are required which would render the property uninhabitable. This usually means that the Council needs access to all rooms within the property or for example may have to dig up floors in part of the property to deal with the defect. It should be read in conjunction with Note e) at the end of this section.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
4.8	If you are moved so that we can do work on your home, you must return to your home when we ask you to and you must leave your temporary home clean and tidy. The Council's standard terms and conditions of tenancy will apply to your temporary home.	There is no comparable clause in the current version.	This proposed clause is a companion to clause 4.7 above. It should be read in conjunction with the information provided in Note e) at the end of this section.
4.9	If you are moved temporarily to allow us to carry out repairs and you were responsible for some or all of the damage needing repair and the rent on the temporary property is different from the rent on your home, we may make you pay the higher of the two rents for the time you are in temporary accommodation.	There is no comparable clause in the current version.	In normal circumstances where the Council requires the tenant to move due to disrepair, the Council would charge the tenant the lower of the two rents. However this proposed clause makes it plain that in cases where the tenant has had to be moved because of damage caused by the tenant then this will not apply and the Council may make the tenant pay the higher rent.
	Notes		
a)	<i>We often pay penalties if our contractors cannot get into your home to do work. If we lose money because you do not let us in, you may have to pay this money and we may add it to your rent account.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>We need to check your gas appliances regularly to make sure they are safe. We may be prosecuted if we don't do this. You could put lives at risk if you do not let us in to your home when we ask to come in.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
c)	We may need to force entry without giving you notice if, for example, there is a water leak, a gas leak or an electrical fault which may put people in danger, or which would cause serious damage to any premises, if we did not repair it. In these circumstances we will try and contact you or your relatives, if possible, before we force entry.	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>If we have to force entry we will make sure that your home is left secure and that you can get keys for any new locks that have to be fitted. You may have to pay for any costs of forcing entry such as new locks or doors. Those costs may be added to your rent account.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>We have a right to move you from your home, either temporarily or permanently, if this is necessary because your home needs major repair work, demolishing or redeveloping. Under these circumstances, we will usually offer you other accommodation, compensation and help with moving costs.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
5. Using Your Home			
5.1	You must use the premises as your only or principal (main) home and use it in a responsible way.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 2. USE AND OCCUPATION OF THE PREMISES	The proposed clause effects no substantive change from the existing agreement. The clause reflects in part the tenant condition contained in section 81 of the Housing Act 1985. The words “and use it in a responsible

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		(a) To occupy the property as your only or principal home.	way” are not part of the tenant condition, but the change makes no difference to the legal position.
5.2	You must not allow your home to become overcrowded as defined by the Housing Act 1985 (as amended).	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 2. USE AND OCCUPATION OF THE PREMISES (b) Not to permit the premises to become statutorily overcrowded.	The proposed clause effects no substantive change from the existing agreement and the change makes no difference to the legal position. The reference to a definition in specified legislation is generally undesirable. It means that the agreement does not stand-alone. Instead, the parties have to go to another document to understand its meaning. The legislation may be amended or repealed according to Parliament’s will. In this instance, however, no amendment is proposed, because including the effect of sections 324 to 326 of the Act would unnecessarily elongate the clause.
5.3	You have a right to take in lodgers. You should notify us in writing if you wish to take in a lodger. You also have a right to sublet part of your home, but you must get our permission, in writing first. You must not sublet all of your home.	SECTION B – THE TENANT’S OBLIGATIONS Under the terms of this agreement, you are required:- 5. LODGERS AND SUB-TENANTS (a) To obtain the Council’s written consent before sub-letting or parting with possession of part of the premises. You cannot move out and sublet the whole of the premises to someone else. (b) To inform the Council in writing if you take in lodgers	The proposed clause is substantially the same as the existing agreement.
5.4	You must only use the premises to live in and not for any business or other purpose, unless we have given you	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-	The proposed clause relaxes the position in relation to running a business from home. Housing Officers will be given guidelines as to

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	permission, in writing.	2. USE AND OCCUPATION OF THE PREMISES (d) Not to run a business from the premises.	the appropriate exercise of the discretion referred to in the proposed clause.
5.5	You must not exhibit commercial advertising material in, on or about the premises without our written permission.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 7. ADVERTISING Not to exhibit commercial advertising material in, on or about the premises without the written consent of the Council.	The proposed clause is substantially the same as the existing agreement.
5.6	You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your home. Toys and garden tools are allowed provided they do not cause nuisance, damage or a fire risk.	There is no comparable clause in the current version.	The proposed clause is intended to prevent damage being caused to the premises or a nuisance being caused to neighbours.
5.7	You must keep your home clean and make sure the decoration inside your home is in a reasonable condition (also see the Repairs section above).	There is no comparable clause in the current version.	The proposed clause expands the existing agreement on decoration by requiring the tenant to keep the premises clean.
5.8	You must not allow anything to block (either partly or totally) access to or from your home, any other premises or any communal area near your home, including fire escapes.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 13. CLEANING COMMUNAL AREAS INSIDE BLOCKS	The proposed clause is more extensive than its current equivalent, in that it: relates to all homes; makes tenants responsible for a wider area; and extends responsibility to obstructions caused by other persons for whom the tenant is responsible.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		If the tenancy is of a flat or maisonette, to keep common parts adjacent to the dwelling clean and free from obstruction.	
5.9	You must take reasonable care to ensure that any outbuilding, yard or garden is kept clean, tidy and free from rubbish. You must cultivate and look after the garden and keep any trees, bushes, hedges or grass at a reasonable size or height. You must get permission from your housing office before planting any trees.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 12. GARDENS To keep the garden in a clean and tidy condition and to maintain all boundary fences. The Council may release elderly or disabled tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.	The proposed clause extends the liability of the tenant to cover not only the garden, but also any outbuildings or yards. Boundary fences are covered in clause 5.12 below. This proposed clause should be read in conjunction with Note e) Section 5 – Using Your Home.
5.10	You must take reasonable care to keep your home, any communal areas near your home and any outbuildings secure from intruders.	There is no comparable clause in the current version.	The proposed clause is intended to place a general obligation on tenants for basic security such as keeping communal doors secure and not propping them open. This clause does not reduce the Council's liability for disrepair.
5.11	You must not assign (or sign over) your tenancy without our permission, in writing.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 4. ASSIGNMENT OF THE TENANCY (a) Not to assign the tenancy other than by way of Mutual Exchange with another secure tenant or assured tenants of a registered housing association or housing trust which is a charity.	The proposed clause simplifies the current one. The circumstances in which the Council's permission may be sought and given are limited (mutual exchange, court order under nominated statutes and succession). Housing Officers follow a procedure when dealing with all applications for assignment. This clause should be read in conjunction with Note h – Section 5, Using Your Home.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		(b) To obtain the Council's written consent to a Mutual Exchange. If the Council withholds consent it will serve a notice on you within forty-two days of the date of application for consent specifying the reasons for refusal.	
5.12	If you have boundary fences you must keep them in a reasonable condition.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 12. GARDENS To keep the garden in a clean and tidy condition and to maintain all boundary fences. The Council may release elderly or disabled tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.	This clause is similar to the wording in the existing version. See also clause 5.9. and Note e) at the bottom of Section 5. There is no legal obligation on the Council to maintain or repair fences.
5.13	You must not put any structure e.g. (shed, garage, pond, greenhouse, fence, wall, satellite dishes and aerials)) on any land that is let with your home without our permission, in writing. You must remove any structure at the end of the tenancy, unless we agree, in writing, that it can stay.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 11. ALTERATIONS To obtain the Council's written consent before making any alterations or additions to the premises. This includes the erection of any out-building and wireless or television aerial (terrestrial or satellite). The Council shall not unreasonably withhold this consent.	The proposed clause makes clear that the tenant needs permission from the Council to install any structures etc. and that these must be removed at the end of their tenancy unless the Council confirms that they can stay.
5.14	You must not keep or use bottled gas, petrol, paraffin or other inflammable or explosive substances in your home or in any area nearby (this includes gardens, sheds and common areas).	There is no comparable clause in the current version.	The proposed clause is intended to reduce the risk of fires or explosions in the interests of safety.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
5.15	You must not let waste or other materials build-up in or around your home, which may cause a fire or attract vermin.	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant to ensure they do not cause a nuisance to their neighbours by storing substances which might attract rats or pose a fire risk.
5.16	You must take reasonable care to ensure that nothing is thrown, dropped or allowed to fall from any window or balcony or any other part of your home (for example furniture, nappies, food, paper).	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant to ensure they do not cause a nuisance to their neighbours by disposing of items in an inappropriate way.
5.17	You must make sure that no-one entering or leaving your home makes a noise which might disturb your neighbours.	<p>SECTION B – THE TENANTS OBLIGATIONS</p> <p>Under the terms of this agreement, you are required:-</p> <p>3. CONDUCT</p> <p>(a) Not to do or allow anything to be done which is illegal or which is a nuisance or annoyance to:</p> <p>and</p> <p>(b) Not to commit, or permit others to commit any act of harassment or racial harassment of:-</p> <p>neighbours, people living in the immediate vicinity of the dwelling, street or estate, regardless of whether they are Council tenants or owner occupiers and including people using local facilities, shops, footpaths, amenity areas, children on their way to school and elderly people using day care or sheltered housing facilities.</p>	The proposed clause is more specific than the existing clause. If tenant's visitors disturb their neighbours by making noise when they enter or leave their home the tenant could be liable and may face legal action including eviction. See also section 6 below – Nuisance and Harassment Clause 6.2.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		<p>16. RESPONSIBILITY FOR OTHER PERSONS ON THE PREMISES</p> <p>To ensure the compliance with these obligations of all members of the family, including children living with the tenant, and other family members, visitors, guest, friends, relations, lodgers and sub-tenants regardless of whether they are living at the premises, visiting or temporarily staying. You are responsible for all damage or acts of nuisance or harassment caused, and will meet the cost of making good any damage. Any breach of these obligations can result in possession proceedings being taken against you.</p>	
5.18	<p>You, or anyone in your home, must take reasonable care to ensure that you do not use any audio equipment, TV, washing machine, power tool or other appliance in a way that might disturb your neighbours.</p>	<p>Comparable clauses are 3 and 16 as stated in new proposed clause 5.17 above.</p>	<p>The proposed clause is an attempt to explain what is actually prohibited and to give practical examples. Causing nuisance in breach of this section could lead to legal action including eviction.</p>
5.19	<p>You must not apply any material to any surface, wall or ceiling of your home (inside or out) which is difficult to remove (for example, a textured wall finish) or highly flammable (for example, polystyrene tiles), or likely to cause noise nuisance (for example laminate flooring) unless you get our permission first, in writing (which we will not unreasonably withhold).</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause prevents tenants using certain materials when decorating. It is not intended that tenants who have already used those would have to remove them.</p>
5.20	<p>You must not allow any fire-fighting equipment, fire alarm, smoke detector,</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause does not make tenants responsible for maintaining fire safety items but</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	security system or similar safety or security device inside your home or near it, to be interfered with or removed at any time. You must not allow any fire door or security door to be kept open.		it does mean that it is a breach of the agreement to interfere with those, including propping open fire doors.
	Notes		
a)	<i>For security and maintenance reasons, you should tell your Housing Office preferably in writing, if you will be away from your home for more than a month.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>If you receive Housing Benefit, you will need to tell the Housing Benefit Department if any of your circumstances change.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>A lodger is someone who lives with you, but is not your partner or one of your family, and who pays you for his or her keep.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>You are responsible for the payment of all necessary connection charges (for example gas, electricity and water) and for the payment of all charges relating to those supplies, other than where we are responsible for work, repairs or obtaining certificates.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>If you find it difficult to remove bulky items or rubbish from your home, or to</i>	12. GARDENS (second sentence) The Council may release elderly or disabled	This note provides information to the tenant and does not give rise to any rights or

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>maintain your garden or home, please contact your Housing Office for advice about how we could help you.</i>	tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.	obligations for either the tenant or the Council.
f)	<i>Some trees can cause subsidence for example by draining the soil of water, or nuisance by blocking light to your neighbours. It is important that you get permission from your housing office before you plant any trees so we can help you choose the right ones.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
g)	<i>If you part with possession of the whole premises or the whole of it eventually becomes sublet, the tenancy will no longer be secure and cannot subsequently become a secure tenancy.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
h)	<i>The Housing Act 1985 states that secure tenancies may only be assigned in limited circumstances.</i>	See clause 5.11 above.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
6. Nuisance and Harassment			
6.1	You are responsible for the behaviour of any person living in or visiting your home (this includes adults and children), as well as for your own behaviour.	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The type of behaviour for which tenants are potentially responsible is far wider than in the current version.
6.2	You are responsible for behaviour in your home, on surrounding land, in shared areas (such as stairs, lifts, landings, entrance halls, shared gardens and so on) and in the local area around	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The proposed clause more clearly defines the physical areas in which tenants are responsible for the behaviour of persons living in their home or visiting them.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	your home.		
6.3	You must make sure that no person for whom you are responsible breaches any clause of this tenancy agreement.	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The proposed clause effects no substantive change from the existing agreement.
6.4	You must make sure that no person (meaning you or another adult or a child), either living in or visiting your home:	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	There is no change to the people whose behaviour the tenant is responsible for but the type of behaviour and where it happens has been set out in more detail to make the obligation clearer. In any court case taken by the Council the courts will consider the reasonableness of action taken or not taken by the tenant or their visitors so that a tenant will not normally be held responsible for the behaviour of someone who is truly not in their control. A tenant who has done everything they reasonably can do to prevent nuisance by a member of their household or visitor to their home will not be held responsible for it. The area where the tenant is responsible for behaviour will vary with the circumstances and is subject to changes in case law, but is broadly limited to the vicinity of their home. Failure to comply with any of the clauses in this section would mean that the tenant is in breach of their Agreement and would be liable for legal action to be taken against them by the Council and this may include eviction proceedings.
6.41	Does anything which causes or is likely to cause nuisance, harassment, annoyance, disturbance or distress to any person (including our staff and agents) who lives in or is otherwise lawfully in the London Borough of Harrow;	AND 17. PROTECTION OF COUNCIL STAFF To ensure that you, members of your households and visitors do not subject Council employees or servants of the Council to any physical or verbal abuse, harassment or racial harassment. This includes acts which are likely to insure, intimidate, cause alarm or distress.	
6.42	Does anything which is likely to cause harassment to any person (including our staff, agents or contractors) who lives in or is otherwise lawfully in the London Borough of Harrow because of their colour, race, creed, religious belief, occupation, gender, sexual orientation, age, physical or mental disability, or any other particular thing about them;		
6.43	Uses or threatens to use verbal or sexual abuse or violence on any member of your household;		
6.44	Causes anyone who is part of your		

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
6.45 6.46 6.47	household to leave your home because of domestic violence; Uses your home for any immoral or illegal purpose including taking, selling or supplying any illegal substance; Makes false complaints about any other person; Damages or interferes with any property we own.		
	Notes		
a)	<i>You should be able to enjoy your home in peace. It is an important part of our agreement with you that every possible assistance is provided to achieve this. We will help you if you cannot enjoy your home because of problems caused by other people. We expect you to allow other people to enjoy their home.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>We must give you and anyone living with you, help and advice if you report anti-social behaviour or another breach of the tenancy agreement. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>Examples of nuisance or harassment:</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<ul style="list-style-type: none"> • <i>loud noise including music, arguing, slamming doors;</i> • <i>dogs barking or fouling;</i> • <i>offensive drunkenness;</i> • <i>dumping rubbish;</i> • <i>playing ball games close to other homes;</i> • <i>using or threatening to use violence;</i> • <i>using abusive or insulting words;</i> • <i>graffiti;</i> • <i>using your home for illegal or immoral purposes;</i> • <i>receiving or storing stolen goods;</i> • <i>supplying or using illegal drugs;</i> • <i>providing sexual services for money;</i> • <i>damaging or interfering with any property that belongs to us.</i> 		obligations for either the tenant or the Council.
7. Flats, Maisonettes and Shared Areas			
7.1	<p>We will keep in repair the structure and interior of all shared areas of the building that your home is in, including</p> <ul style="list-style-type: none"> • Doors & windows • Internal walls, floors and ceilings • Steps, lifts, passageways and other means of access. 	<p>SECTION A – THE COUNCIL’S OBLIGATIONS</p> <p>2. REPAIR AND MAINTENANCE</p> <p>The Council is obliged to maintain and repair:-</p> <p>a) The structure, exterior and common parts of the building, including drains, gutters and external pipes.</p> <p>c) Lifts and other communal amenities such as door entry systems where these are provided.</p>	The proposed clause is similar to proposed clause 3.13, but simplifies and makes clearer the responsibility of the Council in relation to communal areas.
7.2	You must use all shared areas of the	For comparison see existing clause indicated in 5.8	This proposed clause supplements the

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	building that your home is in with reasonable and responsible care and must not allow anything to block or cause damage to a shared area.	above.	proposed clause 5.8 earlier in the agreement, which covers blocking access to or from (amongst other things) communal areas. The proposed clause 7.2 also expands on the proposed clause 5.8 by adding that the tenant must not allow anything to cause damage to a communal area, and also requires the tenant to use all communal areas of the building where their home is with reasonable and responsible care.
7.3	You must place all rubbish in areas, chutes or containers provided and must not throw any object, or allow it to be thrown from any shared area.	There is no comparable clause in the current version.	The proposed clause is a companion to clause 5.16 above.
7.4	Where you have rubbish chutes, you must only use them for small amounts of rubbish; large items should be put in the bins provided. You must not use rubbish chutes or the bins provided before 7 o'clock in the morning and after 11.00 o'clock at night.	There is no comparable clause in the current version.	The proposed clause places a new obligation on tenants not to cause a nuisance by inappropriately disposing of rubbish.
7.5	You must not allow any shared area to be used in a way which causes a nuisance, harassment or annoyance to your neighbours, their visitors or other people lawfully in the area of your home. Your duties under section 6 apply to shared areas.	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The proposed clause is far reaching, extending to nuisance caused to non-residents.
7.6	You must not allow fire doors, security doors or main doors to be kept open.	There is no comparable clause in the current version.	This is a companion clause to 5.20 above.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
7.7	You must not store anything in any shared area without our written permission (which we will not unreasonably withhold).	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant not to cause a blockage, nuisance or a fire risk in shared areas by storing belongings such as pushchairs, bicycles and other such items.
7.8	You must not interfere with any fire hoses, fire hydrants, inlet cupboards or storage areas in shared areas.	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant not to interfere with specific property belonging to the Council in shared areas.
7.9	You must report to us any defects in shared areas as soon as reasonably possible.	There is no comparable clause in the current version.	The reporting requirement will not reduce the Council's repair duty in circumstances in which the Council is aware of a defect, or should be aware of a defect.
7.10	You must share with other tenants and leaseholders the cleaning of internal entrance lobbies, staircases, landings and passages. Elderly and disabled tenants may be released from this responsibility.	<p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>13. CLEANING COMMUNAL AREAS INSIDE BLOCKS</p> <p>If the tenancy is of a flat or maisonette, to keep common parts adjacent to the dwelling clean and free from obstruction. The Council may release elderly or disabled tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.</p>	The proposed clause clearly indicates an obligation on the tenant to keep shared areas clean.
7.11	You or anyone living with you, or visiting your home must not damage, deface, dump rubbish or put graffiti on council property. If you do so you will have to pay for any repair, removal or	<p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>2. USE AND OCCUPATION OF THE PREMISES</p>	The existing clause 2B c) is used as a comparison in proposed Clause 2.6 above although in that instance it only relates to the repayment by the tenant for any damage to Council property caused by the tenant. In

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	replacement and will face legal action.	(c) To use the premises and the Council's fixtures and fittings in a proper and caring manner. Not to commit, or allow to be committed any acts of wilful damage, graffiti or other acts of defacement to the premises and estate. You shall repay the Council for the cost of any works carried out as a result of misuse or neglect.	clause 2.6 above it does not specify the type of damage, graffiti or other acts of defacement on any council property as does this clause.
	Notes		
a)	<i>Please do not smoke in lifts or any shared areas where there are "no-smoking" signs.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
8. Pets			
8.1	You, or anyone living with you, must not keep a dog, even on a temporary basis, if you live in a flat or maisonette, unless it is a guide dog for a visually impaired person. If your tenancy began before 1 April 1992, you can keep a dog that you had at the start of your tenancy, but you cannot get another one.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 14. PETS c) Dogs are prohibited in all flats and maisonettes for tenancies commencing after 1st April 1992, except in the case of guide dogs for the blind.	The proposed clause effects no substantive change from the existing agreement. This change makes no difference to the legal position
8.2	You must make sure that no pet (animal, bird, insect, reptile or other living creature) that you keep at, or which is brought to, your home, causes nuisance	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-	The proposed clause is more specific than the current version in that it covers pets which would not normally be considered 'domestic' such as insects or reptiles or other living

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	or annoys or frightens anyone.	<p>14. PETS</p> <p>a) To ensure that dogs and all domestic pets and other animals are kept under proper control and do not cause a nuisance to any person.</p> <p>b) Dogs and cats are not to be kept in sheltered dwellings.</p>	creature.
8.3	You must take all reasonable steps that we consider necessary to prevent any pet that you keep at your home, or which is brought to your home, from causing a nuisance to, annoying, or frightening anyone. This includes providing suitable fencing. You will have to pay for all reasonable steps that we consider necessary.	There is no comparable clause in the current version.	The proposed clause places a new obligation on the tenant so as to prevent a nuisance or annoyance being caused to neighbours or to any council officers or any other person visiting the home.
8.4	If you live in sheltered accommodation you, or anyone living with you may keep a small caged bird or fish in a small aquarium but you must not keep, even on a temporary basis, any other type of bird or pet.	There is no comparable clause in the current version.	Sheltered accommodation would be considered unsuitable for any other type of pet apart from a small caged bird or fish kept in a small aquarium.
8.5	You cannot keep any pet at your home after it has caused any nuisance or annoyed or frightened anyone, unless you have our permission in writing.	There is no comparable clause in the current version.	Failure to comply with any of the clauses in this section would mean that the tenant is in breach of their Agreement and would be liable for legal action to be taken against them by the Council and this may include eviction proceedings.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	Notes		
a)	<p><i>Examples of animal nuisance could be</i></p> <ul style="list-style-type: none"> • <i>Unpleasant smells</i> • <i>Fouling</i> • <i>Excessive noise</i> • <i>Threatening behaviour</i> 	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
9. Parking and vehicles			
9.1	You, or any person living in or visiting your home, must not park any motor vehicle anywhere on Council land except in the designated parking areas.	<p>SECTION B – THE TENANTS OBLIGATIONS</p> <p>Under the terms of this agreement, you are required:-</p> <p>6. PARKING</p> <p>a) Not to park any private motor vehicle, caravan or boat on the premises unless proper provision is made.</p> <p>b) Not to park any trade or commercial vehicle requiring an operators licence (i.e. More than 1525 Kg in weight) eg. larger than a transit van on or adjacent to the premises or on any communal part of the estate.</p>	The proposed clause extends the existing position by making the tenant responsible for visitors and people sharing the tenant's home
9.2	You or anyone living with you, or visiting your home must not park anywhere that would cause a nuisance to other residents.	For comparison see existing clause 6(a) Section B indicated in clause 9.1 above.	The most comparable clause in the existing agreement is clause 6(a) of section B.
9.3	You or any person living in or visiting your home must not allow vehicles to be parked anywhere that would obstruct	For comparison see existing clause 6(a) Section B indicated in clause 9.1 above.	The most comparable clause in the existing agreement is clause 6(a) of section B. There is no legal difficulty with the proposed clause.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	emergency services or prevent us or our contractors carrying out our work.		
9.4	You, or any person living in or visiting your home, must not in the locality, carry out motor vehicle repairs, which are likely to cause a nuisance or annoyance or offence to other people.	There is no comparable clause in the current version.	Although this is covered in proposed clause 6.41 above, this is more specifically worded.
9.5	You, or any person living in or visiting your home, must not park an un-roadworthy or untaxed vehicle except in a garage or on your personal drive.	There is no comparable clause in the current version.	The proposed clause places a new obligation on the tenant since un-roadworthy and untaxed vehicles may present a danger to children or other persons living in the locality.
9.6	We may clamp, remove and ultimately destroy any vehicle that is abandoned, dangerous, un-roadworthy or parked contrary to this agreement.	There is no comparable clause in the current version.	The proposed clause attempts to extend the Council's authority to the clamping, removal and destruction of illegally parked vehicles.
9.7	You, or any person living in or visiting your home must not park on the estate road any commercial vehicle licensed to carry loads above 7.5 tonnes or longer than 5 metres without written permission from us.	For comparison see existing clause 6(b) Section B indicated in clause 9.1 above.	The most comparable clause in the existing agreement is clause 6(b) of section B.
	Notes		
a)	<i>We know that vehicles can cause many problems and we hope the conditions above will reduce these problems as far as possible.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>If you have any difficulties involving</i>	There is no comparable information in the current	These notes provide information to the tenant

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>vehicles, which you cannot sort out, you should discuss the situation with your housing officer.</i>	version.	and do not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>Please behave in a reasonable and neighbourly way if there are a limited number of parking spaces.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>You need the Council's permission in writing if you want to create a parking area in your front garden.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>Examples of vehicle repair nuisance are allowing oil to leak, leaving parts on footpaths and creating an eye-sore.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
10. Information, consultation and participation			
10.1	We will encourage and support tenants who want to get involved in the management of their homes, and will explain the various ways they can do this.	There is no comparable clause in the current version.	The Council gives a commitment through a 'Tenants Compact' to all council tenants to involve them in the management of their homes. See clause 10.5 for more information on the Tenants Compact. A Tenant Participation team exists within the Council's Housing Department who can provide information and advice to any resident wishing to get involved such as setting up or joining a residents association, monitoring contracts and estate walkabouts.
10.2	All information that we provide will be accessible on request in different, accessible formats such as large print, Braille and cassette translation.	There is no comparable clause in the current version.	Following good practice in other housing organisations and local authorities, the Council will provide such information on request.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
10.3	We will express all information clearly and will not use jargon, racist, sexist or other biased language.	There is no comparable clause in the current version.	The proposed clause continues the themes of equality and clarity.
10.4	We do not have to consult you individually about changes in the rent or service charges but we will tell you in writing at least four weeks before we make any change.	SECTION C – VARIATION OF THIS AGREEMENT 2) The Council may vary the rent and other charges by notice served on the tenant in writing.	This proposed clause is consistent with proposed clause 2.7 and with sections 102 and 103 of the Housing Act 1985.
10.5	We will send you a copy of the Tenant Compact if you ask us for one. The Compact sets out the range of options and guarantees on the way that Harrow tenants and leaseholders can shape, influence, monitor and directly control the services that Harrow Council provides. It also explains the Council's obligations for consulting with residents about important changes in housing policy and practice where these will result in significant changes in services to tenants.	SECTION A – THE COUNCIL'S OBLIGATIONS 3. OTHER OBLIGATIONS The Council shall:- c) Consult with tenants about important changes in housing policy and practice where these will result in significant changes in services to tenants.	This proposed clause should be read in conjunction with clause 10.1 above.
10.6	We may change the terms of your tenancy agreement. Apart from the changes in rent or service charges, we will always consult you before we make any changes.	SECTION C – VARIATION OF THIS AGREEMENT 1) The Council may vary these Conditions by notice served on the tenant, but only after its consultation procedure has been followed.	A full consultation exercise with all current tenants will always be carried out when considering any changes to the Tenancy Agreement and the views of tenants will be taken into consideration by the Council.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	Notes		
a)	<i>You have the right to see information we have about you. (In certain circumstances you will not be able to see everything – for example details about other tenants). You can get copies of the information but you may have to pay.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>You have the right to start or join a local tenants' group. Contact the Tenant Participation Officer or your Housing Officer for information about groups in your area or about how to start one.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
11. Leaving your home and ending your tenancy			
11.1	You must give four weeks notice in writing to end your tenancy. The notice must end on Sunday or Monday and you must give a forwarding address. If you do not give us four weeks notice we will charge you rent equivalent to the required notice period.	SECTION B – THE TENANT'S OBLIGATIONS 15. TERMINATION OF TENANCY a) To give the Council 4 weeks written notice, to expire on a Monday, when you wish to end the tenancy.	The proposed clause gives greater flexibility to the tenant so that notice may now end on a Sunday or Monday. A forwarding address is usually sought in any event but this will make it a requirement. The address will enable the Council to contact the tenant at their new home. Failure to give a forwarding address will not stop the tenancy coming to an end.
11.2	At the end of the tenancy, if there is any damage to the premises, or if you have removed an item owned by us, you will have to pay for any repair or replacement and any other loss suffered by us.	SECTION B – THE TENANT'S OBLIGATIONS 15. TERMINATION OF TENANCY b) To return all keys to the Housing Department at the end of the tenancy. The premises must be cleared. Any belongings left will be disposed of by	The proposed clause simplifies the wording in the current clause although there is no substantive change from the existing agreement.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		the Council. The premises must be left in a relettable condition. The costs of any works to bring the premises back to a lettable standard will be charged to the tenant responsible.	
11.3	Once the tenancy has ended, we will remove any item left in the premises and we will either dispose of it, or store it, as the law allows. The cost will be charged to you.	For comparison see existing clause 15(b) Section B indicated in clause 11.2 above.	Housing Officers have a procedure in place for dealing with any items left in a property once the tenancy has ended which requires them to act consistently with section 41 of the Local Government (Miscellaneous Provisions) Act 1982.
11.4	Once you have given notice to end your tenancy you must allow us access to your home, to carry out inspections and show new tenants around. We will make an appointment with you.	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant to allow access to Council officers for the purposes of identifying any works required and making offers to new prospective tenants to help reduce the time which the property is standing empty after the current tenant has moved out.
11.5	At the end of the tenancy you must leave the premises empty of your belongings and secure and you must give us all the keys to the premises. Any garages or sheds that you rent with the premises must be left empty.	For comparison see existing clause 15(b) Section B indicated in clause 11.2 above.	The proposed clause clarifies the tenant's obligation to leave garages and sheds that they rent from the Council empty of goods belonging to them and to return keys.
11.6	You must return the keys to your Housing Office before midday on the day that you leave the property, or on the next day when the Housing Office is open. If the keys are not returned on time, then we may charge you extra rent which will be added to the rent account	For comparison see existing clause 15(b) Section B indicated in clause 11.2 above.	Although this is similar to clause 15(b) of Section B in the current version, there is now a new liability on the tenant that they may be charged rent for every week or part week if they are late returning keys when the tenancy ends.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	for every week or part week when you have not returned the keys. If the locks have to be changed by us then you will have to pay for the cost of this.		
11.7	A secure tenancy must be ended with a court order. Where a secure tenancy no longer exists because, for example, you have stopped using the premises as your only or principal (main) home, we may end the tenancy by giving you 28 days notice to quit and apply for a court order for possession of the premises.	SECTION B – THE TENANT’S OBLIGATIONS 15. TERMINATION OF TENANCY c) The Council shall be required to serve a tenant, who no longer occupies the premises as his/her principal home, with a Notice to Quit either by delivering the Notice, by hand, to the tenants last known residence in the United Kingdom, or by sending it by Recorded Delivery or Registered Post to the said place of residence.	The proposed clause simplifies the wording in the current clause although there is no substantive change from the existing agreement.
12. Notices			
12.1	Any notice will be properly served on us if you deliver it or send it by post to your Housing Office at: Head of Housing Harrow Council PO Box 65 Civic Centre Harrow HA1 2XG	There is no comparable clause in the current version.	The proposed clause makes it clear how tenants serve notice on the Council. If a tenant does not serve notice as required in the agreement, it may not be effective. This might mean that notice to terminate a tenancy is not effective if it is sent to the wrong address, although the Council may decide to accept service another way.
12.2	Any notice will be properly served on you if we deliver it, or send it by post to your home.	SECTION C – VARIATION OF THIS AGREEMENT 3) The Council shall be required to serve any	The proposed clause simplifies the wording in the current clause although there is no substantive change from the existing agreement.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		Notice, to include a Notice of Variation in rent, a Notice of Variation to the terms of the Tenancy Agreement or a Notice Seeking Possession by delivering the Notice, by hand, to the tenant's last known residence in the United Kingdom, or by sending it by post, or by Recorded Delivery or Registered Post to the said place of residence.	