Final Draft

Tenancy Agreement

These are the terms and conditions of the Tenancy Agreement between us (the London Borough of Harrow) and you (the Tenant) relating to the property described in the Tenancy Agreement (which is called "your home" or "the premises" in these terms and conditions).

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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.
- 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.
- 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 of you.
- 1.4 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.

Notes

- a) The Tenants' Handbook, which is given to you with a copy of your Tenancy Agreement, will help you to understand these terms and conditions. Please read these documents carefully and keep them to refer to in future.
- b) 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.
- c) 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.
- d) If you have any questions about your tenancy, or if you would like more 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.
- e) 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.

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.
- 2.2 If you have to pay a service charge for the premises, that service charge is part of the rent.

- 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 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.
- 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.
- 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.
- 2.7 We may at any time change the rent by giving you not less than four weeks notice in writing.
- 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.
- 2.9 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 any may pay that money into your rent account to reduce your arrears.
- 2.10 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.

Notes

- a. 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 your rent is due, your transaction will not be credited to your rent account until the following week and therefore your account will show arrears.
- b. If you owe rent, we will deal with you 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.
- c. We will offer you a number of different ways to pay your rent.
- d. We would not normally consider rehousing you if you owe us any rent.
- e. 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

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.
- 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.
- 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.
- 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.
- 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.
- 3.6 You must report any defects that need repair to the Council as soon as you notice them.
- 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.
- 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.
- 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 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.
- 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.
- 3.12 Subject to funding we will regularly decorate the outside of your home and shared areas.
- 3.13 We will maintain all entrances, halls, stairways, lifts, rubbish chutes, lighting and other common parts of all blocks of flats and maisonettes.
- 3.14 You have the right to get repairs done in a reasonable time. We will pay compensation, in line with our compensation policy in the circumstances set out in the policy.

- 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.
- 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.
- 3.17 You must not remove internal or external walls or take out any other part of your home without our agreement in writing.

- a) You are responsible for decorating the inside of your home. This includes repairing minor cracks in plaster work and preparing surfaces so they can be painted or papered.
- b) We will maintain internal stairs, banisters, and balustrades.
- c) You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement you have put in yourself
- d) 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.
- e) If you are unable to take care of your home yourself ask your Housing Officer about help that may be available.
- f) You are also responsible for:
 - Cleaning
 - Ventilating and heating to prevent condensation
 - Replacing toilet seats
 - Changing locks or replacing broken keys except as described in note d) above
 - Keeping grates, grids, drains, gullies, toilets, baths, sinks and waste outlets clean
 - Taking care not to cause blockages
 - Buying and fixing curtain rails and light bulbs
 - Taking reasonable care to make sure that your pipes do not freeze
 - Providing your own TV aerial, unless there is a shared aerial which is part of a service charge in your rent
 - Replacing missing plugs in sinks and wash basins
 - Internal doors (including replacement) glass and fittings s
 - Garden pathways, patios and fences
 - Kitchen unit doors, drawers and fittings
 - Cylinder jackets and pipe lagging
 - Repairs to plasterwork
 - Damaged wall and floor tiles
 - Fuses, pull cords, fluorescent tubes, starters, batteries to battery operated smoke alarms.
 - Any repair resulting from accidental or intentional damage
- g) Cylinder lagging and pipes are examples of parts of your home covered by clause 3.17 (parts of your home that you must not remove without our agreement in writing).

4. Access

- 4.1 We will normally give you at least 48 hours notice in writing if we want to come 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.
- 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.
- 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.
- 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.
- 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.
- 4.6 If we force entry, and the emergency was caused by you or any person living in or visiting your home, 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.
- 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.
- 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.
- 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.

- a) 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.
- b) 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 into your home when we ask to come in.
- 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 to contact you or your relatives, if possible, before we force entry.

- d) 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.
- e) 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.

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.
- 5.2 You must not allow your home to become overcrowded as defined by the Housing Act 1985 (as amended).
- 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.
- 5.4 You must only use the premises to live in and not for any business or other purpose, unless we have given you permission, in writing.
- 5.5 You must not exhibit commercial advertising material in, on or about the premises without our written permission.
- 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.
- 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).
- 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.
- 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.
- 5.10 You must take reasonable care to keep your home, any communal areas near your home and any outbuildings secure from intruders.
- 5.11 You must not assign (or sign over) your tenancy without our permission, in writing.
- 5.12 If you have boundary fences you must keep them in a reasonable condition.
- 5.13 You must not put any structure e.g (shed, garage, pond, greenhouse, fence, wall, satellite dishes and aeriels) 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.

- 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).
- 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.
- 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).
- 5.17 You must make sure that no-one entering or leaving your home makes a noise which might disturb your neighbours.
- 5.18 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.
- 5.19 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).
- 5.20 You must not allow any fire-fighting equipment, fire alarm, smoke detector, 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.

- a) 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.
- b) If you receive Housing Benefit, you will need to tell the Housing Benefit Department if any of your circumstances change.
- c) 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.
- d) 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. e) If you find it difficult to remove bulky items or rubbish from your home, or to maintain your garden or home, please contact your Housing Office for advice about how we could help you.
- e) 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.
- f) 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.
- g) The Housing Act 1985 states that secure tenancies may only be assigned in limited circumstances.

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.
- 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 your home.
- 6.3 You must make sure that no person for whom you are responsible breaches any clause of this tenancy 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:
 - 6.4.1 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;
 - 6.4.2 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;
 - 6.4.3 uses or threatens to use verbal or sexual abuse or violence on any member of your household;
 - 6.4.4 causes anyone who is part of your household to leave your home because of domestic violence;
 - 6.4.5 uses your home for any immoral or illegal purpose including taking, selling or supplying any illegal substance;
 - 6.4.6 makes false complaints about any other person;
 - 6.4.7 damages or interferes with any property we own.

- a. 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.
- b. 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.
- c. Examples of nuisance or harassment:
- loud noise including music, arguing, slamming doors
- dogs barking or fouling
- offensive drunkenness
- dumping rubbish
- playing ball games close to other homes

- using or threatening to use violence
- using abusive or insulting words
- graffiti
- using your home for illegal or immoral purposes
- receiving or storing stolen goods
- supplying or using illegal drugs
- providing sexual services for money
- damaging or interfering with any property that belongs to us

7. Flats, Maisonettes and Shared Areas

- 7.1 We will keep in repair the structure & interior of all shared areas of the building that your home is in, including:
 - Doors & windows
 - Internal walls, floors and ceilings
 - Steps, lifts, passageways and other means of access.
- 7.2 You must use all shared areas of the 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.
- 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.
- 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.
- 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.
- 7.6 You must not allow fire doors, security doors or main doors to be kept open.
- 7.7 You must not store anything in any shared area without our written permission (which we will not unreasonably withhold).
- 7.8 You must not interfere with any fire hoses, fire hydrants, inlet cupboards or storage areas in shared areas.
- 7.9 You must report to us any defects in shared areas as soon as reasonably possible.
- 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.
- 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 replacement and will face legal action.

a) Please do not smoke in lifts or any shared areas where there are "no-smoking" signs.

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.
- 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 or annoys or frightens anyone.
- 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.
- 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.
- 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.

Notes

Examples of animal nuisance could be:

- Unpleasant smells
- Fouling
- Excessive noise
- Threatening behaviour

9. Parking and vehicles

This section relates only to estate roads and land owned by the Council:

- 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.
- 9.2 You or anyone living with you, or visiting your home must not park anywhere that would cause a nuisance to other residents.
- 9.3 You or any person living in or visiting your home must not allow vehicles to be parked anywhere that would obstruct 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.

- 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.
- 9.6 We may clamp, remove and ultimately destroy any vehicle that is abandoned, dangerous, unroadworthy or parked contrary to this agreement.
- 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.

NOTES

- a) We know that vehicles can cause many problems and we hope the conditions above will reduce these problems as far as possible.
- b) If you have any difficulties involving vehicles, which you cannot sort out, you should discuss the situation with your local housing office.
- c) Please behave in a reasonable and neighbourly way if there are a limited number of parking spaces.
- d) You need the Council's permission in writing if you want to create a parking area in your front garden.
- e) Examples of vehicle repair nuisance are allowing oil to leak, leaving parts on footpaths and creating an eye-sore.

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.
- .10.2 All information that we provide will be accessible on request in different, accessible formats such as large print, Braille and cassette translation.
- 10.3 We will express all information clearly and will not use jargon, racist, sexist or other biased language.
- 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.
- 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.
- 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.

Notes

- a) 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.
- b) 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.

11. Leaving your home & 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.
- 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.
- 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.
- 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.
- 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.
- 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 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 28 days notice to quit and apply for a court order for possession of the premises.

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

12.2 Any notice will be properly served on you if we deliver it, or send it by post, to your home.