

LONDON BOROUGH OF HARROW

THE STANDARD TENANCY AGREEMENT

The agreement sets out your rights and obligations as a tenant of the London Borough of Harrow.

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.

YOUR TENANCY

- This is a weekly tenancy.
- The HOUSING ACT 1985 is the Act of Parliament which establishes the basis of this Agreement. On signing this Agreement you normally becomes a secure tenant. This means that the Council can only gain possession of your home under the grounds specified in the Act.
- 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.
- 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 terms of this agreement and the terms "tenant" refers to you individually as well as jointly).

SECTION A - THE COUNCIL'S OBLIGATIONS

1. YOUR RIGHT TO REMAIN IN OCCUPATION

If you are a secure tenant the Council shall not interfere with your right to remain in your Home and to quiet enjoyment of it unless one or more have the following occur: -

- (a) There is a breach of any of the tenant's obligation in this Agreement.
- (b) The accommodation was provided as a result of false information knowingly or recklessly given.
- (c) The tenancy is assigned to another tenant or a member of the tenant's family in exchange, and a money payment was made in connection with the exchange.
- (d) The accommodation was made available while works were being carried out to the tenant's principal home, and the works are now completed.
- (e) Possession is required to carry out works to the property or a redevelopment or major rehabilitation scheme which cannot reasonably be carried out if the tenant does not move.
- (f) The premises have been specifically designed or adapted for the physically disabled or provided to meet other special needs, and the persons in residence no longer need these provisions but the Council require the premises for a household with those physical disabilities or special needs.
- (g) The tenant (other than the former tenant's spouse) succeeded to the tenancy and is under occupying the premises.
- (h) The premises are overcrowded to such an extent as to render the occupier guilty of an offence.
- (i) The Council has any other grounds for possession under Schedule 2 of the Housing Act 1985 Parts I, II and III.

2. REPAIRS 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.
- (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.

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.

- (c) Lifts and other communal amenities such as door entry systems where these are provided.
- (d) External painting in accordance with the Council's policy.

The Council reserves the right to charge the tenant for any repairs to the premises and communal amenities caused by wilful damage or neglect by the tenant. This includes members of the tenant's household and visitors.

3. OTHER OBLIGATIONS

The Council shall: -

- (a) Where reasonably practicable make reasonable arrangements to enter the premises on prior notice to the tenant for inspection and to carry out repairs and other works.
- (b) In case of emergency enter the premises without prior notice to the tenant to prevent personal injury or damage to property and make good any damage howsoever arising.
- (c) Consult with tenants about important changes in housing policy and practice where these will result in significant changes in services to tenants.
- (d) If a tenant gets into rent arrears, enquire as to the reasons and offer advice on housing benefit before taking legal proceedings.

SECTION B - THE TENANTS OBLIGATIONS

Under the terms of this agreement, you are required: -

1. RENT

To pay the rent or any other charges regularly and promptly.

2. USE AND OCCUPATION OF THE PREMISES

- (a) To occupy the property as your only or principal home.
- (b) Not to permit the premises to become statutorily overcrowded.
- (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.
- (d) Not to run a business from the premises.

3. CONDUCT

(a) Not to do or allow anything to be done which is illegal or which is a nuisance or annoyance to:

and

(b) Not to commit, or permit others to commit any act of harassment or racial harassment of: -

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.

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.

(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. 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 of you take in lodgers.

6. PARKING

(a) Not to park any private motor vehicle, caravan or boat on the premises unless proper provision is made.

(b) Not to park any trade or commercial vehicle requiring an operators licence (ie. 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.

7. ADVERTISING

Not to exhibit commercial advertising material in, on or about the premises without the written consent of the Council.

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.

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.

10. INTERNAL DECORATIONS

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.

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.

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.

13. CLEANING COMMUNAL AREAS INSIDE BLOCKS

If the tenancy is of a flat or maisonette, to keep common parts adjacent to the dwelling clean and free from obstruction. To 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.

14. PETS

- (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.
- (b) Dogs and cats are not to be kept in sheltered dwellings.
- (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.

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.
- (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 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.
- (c) The Council shall be required to serve a tenant, who no longer occupies the premises as his/her only 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.

16. RESPONSIBILITY FOR OTHER PERSONS ON THE PREMISES

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.

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.

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.
- (2) The Council may vary the rent and other charges by notice served on the tenant in writing.
- (3) The Council shall be required to serve any Notice, to include a Notice of Variation n 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 tenants 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.

Revisions to Secure Tenancy Agreement and Garage Licence &

Implementation of Introductory Tenancies

Project Plan

	Task/Outcome	Key Dates	Who	Completed?
	Complete draft secure tenancy agreement (STA), garage licence (GL) and Introductory Tenancy Agreement (ITA)	By 30 November 2004	DH	
	<ul style="list-style-type: none"> ❖ Engage Office of Fair Trading to comment on second draft of STA/GL ❖ Engage Plain English Campaign to comment on second draft of STA/GL 	By 30 November 2004	RB	
	Amendments to ITC (Anite) - Identify	By 30 November 2004	BD/KSR	
	<p>Send out first drafts of STA/GL/ITA for comment to:</p> <p>Senior housing managers, all landlord services staff, HFTRA, HAC, Legal Services, HCRE, TRA's, Keith Burchell, Adrian Knowles, Paddy Lyne and Bob Currie, shadow board</p>	<p>By 4 December 2004</p> <p>Return date for comments 18 December 2004</p>	DH	

Appendix 2

	Write procedures for ITA confirm necessary delegations and appeal review process	By 10 December 2004	DH	
	Task/Outcome	Key Dates	Who	Completed?
	<ul style="list-style-type: none"> ❖ Make printing/postage arrangements for consulting secure tenants and garage licensees on 11 February 2005 ❖ Make printing/postage arrangements for formal notification of introduction of new STA/garage licence on 26 April 2005 ❖ Plan Homing In publicity 	Both by 18 December 2004	<p>??????</p> <p>DH/ND/BD</p>	
	Amend STA/ GL/ITA as necessary	By 1 January 2005	DH/ND/BD	
	TLCF	6 January 2005	DH	
	Send second drafts of STA/GL/ITA to Office of Fair Trading & Plain English Commission (PEC) for comment	By 7 January 2005	S&R Team	
	Comments returned by Office of Fair Trading & Plain English Commission (PEC)	By 30 January 2005 (TBC)		
	Incorporate changes suggested by Office of Fair Trading & Plain English Commission (PEC)	Working group agrees final changes by 4 February 2005	DH/Legal	
	Deadline for notification of items for March TLCF	4 February 2005	DH	Done
	Send out STA to all secure tenants (first class) and GL to all garage licensees	By 11 February 2005	Printers	

Appendix 2

	Task/Outcome	Key Dates	Who	Completed?
	Deadline for sending draft TLCF reports to Legal and Finance	11 February 2005	DH	
	Deadline for sending final TLCF reports to the Chair	11 February 2005	DH	
	Consultation period starts	14 February 2005	Note	
	Print deadline for TLCF reports	18 February 2005	DH	
	<ul style="list-style-type: none"> ❖ Publicity ❖ Staff, Member and TRA representative training 	Feb-March 2005	DH	
	Deadline for notification of items for April Cabinet	15 March 2005	DH	Done
	Deadline for sending draft Cabinet reports to Legal and Finance for April Cabinet	17 March 2005	DH	
	Consultation period ends	20 March 2005	Note	
	Analysis of responses and drafting of report to Cabinet	20- 24 March 2005	DH/DM's	
	Deadline for sending final Cabinet reports to the Chair	24 March 2005	DH	
	Print deadline for Cabinet reports	1 April 2005	DH	
	Despatch of Cabinet Reports	6 April 2005	DH	
	Cabinet	14 April 2005	DH	
	Send STA to printers	19 April 2005		
	Task/Outcome	Key Dates	Who	Completed?
	Send out STA to all secure tenants (first class)	26 April 2005	Printers	
	Start date for new STA/GL	2 May 2005	Note	

GARAGE LICENCE AGREEMENT

THIS AGREEMENT is made on theday of

Between the LONDON BOROUGH OF HARROW (“the Council”) and

Name.....(“the Licensee”)
(Print name in full)

of.....
(Full address)

WHEREBY IT IS AGREED AS FOLLOWS:

The Council hereby gives authority for the Licensee to use, effective from

Monday, the.....day of.....

Garage/Car Space No.....
(Print full address)
..... (“the Garage”)

for the purpose of garaging the following nominated Motor Car/Motor Cycle:-

Reg.No.....Make.....Model.....Colour.....

(The Licensee must notify the Council in writing of any change to the nominated vehicle (either in its colour or registration number or by nominating a different motor car/motor cycle in substitution of the original).

1. PERIOD OF LICENCE- THE LICENSEE AGREES THAT:

This is a weekly licence commencing or terminating on a Monday. The licence fee is calculated on a 52 weeks basis.

2. LICENCE FEE-FOR COUNCIL TENANTS-THE LICENSEE AGREES TO AND WILL:

- a) Make all payments of the licence fee to the Council Offices, Station Road, Harrow or at a Post Office using the Giro slips in the licence fee payments book provided.
- b) Pay the licence fee weekly in advance on a Monday. If the licence fee account falls in arrears, the Council may terminate the licence.
- c) Payments of the licence fee by Standing Order or Direct Debit must be paid monthly in advance on the nearest working day to the fourth day of a calendar month.
- d) Pay a bi-annual Service Charge of £2.50, to cover costs of account statements and any other communication sent by the Council. These costs would be debited to the Licensee’s garage licence fee account and must be settled at the time of making the usual licence fee payment.
- e) Pay a deposit of £20.00 (returnable at termination of this Licence) for the computer-designed key to the underground parking car space at Churchill Place. (This charge relates only to the Licensees of the car spaces at Churchill Place).

3. LICENCE FEE-FOR NON-COUNCIL TENANTS-THE LICENSEE AGREES TO AND WILL:

- a) Pay the licence fee monthly in advance by Direct Debit on the fourth day or nearest working day to the fourth day of a calendar month. If the licence fee account falls in arrears, the Council may terminate the licence.
- b) Pay an administration fee equivalent to two week's licence fee along with the first licence fee payment.
- c) Pay a bi-annual Service Charge of £2.50, to cover costs of account statements and any other communication sent by the Council. These costs would be debited to the Licensee's garage licence fee account and must be settled at the time of making the usual licence fee payment.
- d) Pay a deposit of £20.00 for the computer-designed key to the underground parking car space at Churchill Place. (This charge relates only to the Licensees of the car spaces at Churchill Place).

4. VARIATIONS TO LICENCE FEE, ADMINISTRATION, SERVICE CHARGES OR OTHER TERMS- THE LICENSEE AGREES TO AND WILL:

Accept and abide by the Council's discretion to vary the licence fee, the service charges, other charges or any terms of this Licence by one week's written notice given to the Licensee.

5. LIMITATIONS OF USE- THE LICENSEE AGREES TO AND WILL:

- a) Not use the garage other than for parking of the nominated motor vehicle mentioned above. However, the Council may consider allowing storage of goods. The Licensee must obtain the Council's prior written consent to the storage of the goods. The consent, if granted by the Council may be subject to conditions such as, health and safety issues and planning control permission which the Licensee would need to obtain.
- b) Abide by the Council's decision on whether storage of specified items and/or other goods is permitted or not. The Council may withdraw its consent for storage at its discretion by written notice given to the Licensee.
- c) Not use the garage or the compound area in which the garage is situated for any trade or business. Failure to disclose business use will be in breach of this Licence and the Council may terminate the licence.
- d) Not use the garage for any illegal or immoral purposes and will not do or permit to be done, any act or thing which may cause nuisance, annoyance or inconvenience to other Licensees, or the occupiers of any part of the building of which the said garage forms part of, or to the occupiers of neighbouring garages or buildings.
- e) Not undertake repairs, other than those required for routine maintenance or servicing of the nominated motor vehicle nor use re-spraying equipment. The Licensee shall not fix or use any gas engine or other power driving machinery in the garage.
- f) Not keep, whether permanently or temporarily, any petrol, diesel, benzol, or other motor spirit (except that which may be contained in the tanks of the nominated motor car/motor cycle or any other explosive, inflammatory oils, or substances in the garage. Further, not keep, permanently or temporarily, any empty containers for substances mentioned above, in the garage.

6. MAINTENANCE OF THE GARAGE-THE LICENSEE AGREES TO AND WILL:

- a) Take care of the garage and its fixtures and fittings and not make any alterations or additions to the garage. Notify the Council immediately of any defect or repair needed to the garage and compound area including drains and other services.
- b) Be responsible for and indemnify the Council for the cost of repairing or replacing the fixtures or fittings or damage to the garage, if such damage is considered by the Council to have been caused deliberately, through neglect or carelessness on part of the Licensee.
- c) Keep the garage including the doors, window, gutters, and fixtures and hard surfacing in the compound area in which the garage is situated in a good, clean and orderly condition.
- d) Permit the Council its employees, agents or workmen upon reasonable notice (except in emergency) to enter upon and inspect the state of repair, cleanliness and/or usage of the garage at all reasonable hours of the day and execute any repairs required therein.

7. OTHER CONDITIONS APPLICABLE-THE LICENSEE AGREES TO AND WILL:

- a) Keep the doors closed and locked at all times when the garage is not in use and entrance gates to the garage compound, where they exist.
- b) Reimburse the Council if any special cleansing (including removal of blockages in drains) is required to the garage or the compound area due to the Licensee having allowed the same to become dirty or infested by vermin.
- c) Not pass or cause or permit to be passed into the drains serving the garage or the compound in which the garage is situated any petroleum spirit or oil.
- d) Not use any lighting in the garage other than electric lighting.
- e) This licence is personal to the Licensee only and the Licensee may not permit any third party to make use of either the whole or any part of the garage or the whole or any part of the compound area for any purpose whatsoever.
- f) Park the registered vehicle in the garage only and not on the forecourt in front of the garage.
- g) Not use the garage or the compound area for any form of advertising whatsoever.
- h) Not deposit or cause to be deposited litter or other materials in the compound in which the garage is situated or in any access way.

8. THE COUNCIL'S UNDERTAKING-THE COUNCIL AGREES TO:

- a) Be responsible for repairing or replacing the fixtures or fittings or damage to the garage, if such damage is considered by the Council not to have been caused deliberately, through neglect or carelessness on part of the Licensee.
- b) Take action as soon as notification is received from the Licensee of any defect or repair needed to the garage and compound area including drains and other services.
- c) Arrange with the Licensee for its employees, agents or workmen (except in emergency) to enter upon and inspect the garage at reasonable hours of the day for the repairs required.
- d) Once the initial inspection has been carried out (except in emergency) instruct its agents or workmen to carry out the repairs to an acceptable standard.

9. **INSURANCE- THE LICENSEE AGREES TO AND WILL:**

Not commit any action or act of negligence likely to invalidate the Council's insurance. The Council's insurance does not cover any damage or loss to the nominated vehicle or to any other belongings of the Licensee, howsoever caused. It does not cover personal injury of any nature to either the Licensee and/or any other person or persons frequenting the garage at the invitation or otherwise of the Licensee.

10. **INDEMNITY- THE LICENSEE AGREES TO AND WILL:**

Keep the Council fully indemnified in respect of all loss or damage (howsoever caused) occasioned to the Council's property (other than reasonable wear and tear). The indemnity will also include the property of any other person, or in respect of any injury sustained by any person occasioned through the use or misuse by the Licensee.

11. **TERMINATION - THE LICENSEE AGREES TO AND WILL:**

- a) Terminate this Licence by giving the Council one weeks Notice, in writing, to expire on a Monday, but subject and without prejudice to the rights and remedies of the Council in respect of any sums payable, or in respect of any breach by the Licensee of the terms of this Agreement.
- b) Upon termination of the Licence Agreement, leave the garage clear of all belongings and in reasonable condition, fair wear and tear excepted. Any belongings left and not claimed by the Licensee within ten working days from the date of termination of the Licence may be treated as abandoned and be disposed off by the Council.
- c) Reimburse the Council on demand the full cost of any cleaning, clearance or repair necessitated by the Licensee failing to leave the garage in accordance with the Licensee's obligations under any of the Terms of this Licence.
- d) Ensure that all keys are labeled and returned to the Council on termination and reimburse the Council on demand the cost of replacing keys not returned.
- e) Serve any Notice, in writing, on the Council by delivering it to the offices or posting it by Registered Post or Recorded Delivery, at the Housing Department, P.O Box 65, Youngmans Building 11, Civic Centre, Station Road, Harrow, HA1 2XG.
- f) Abide by the Council's decision to terminate the Licence having received one week's Notice in writing to expire on a Monday, or by immediate notice if the Licensee has breached any of the terms of the Licence.
- g) Accept that any Notice (including any consent) served on the Licensee by the Council shall deemed to have been served when it has been delivered to the garage or the Licensee's listed home address, or 24 hours after posting the Notice by first class post to the Licensee's listed home address. A certificate of posting shall be conclusive evidence of posting and of subsequent service. A Notice shall be sufficient if addressed to the Licensee by name or to the Licensee and shall remain valid notwithstanding the prior death of the Licensee.

12. DECLARATION BEFORE SIGNING THIS LICENCE

I, the Applicant have been given the opportunity to ask the Council and its Officer on general matters about the Licence. I have been given the opportunity to seek independent legal advice before signing this Licence. I have read and understood the implications of signing this Licence. I agree to and will abide by all the Clauses of this Licence. I acknowledge receipt of.....key(s) for the garage which are returnable upon surrender or termination of this Licence.

Signed.....Date.....
(Licensee)

Signed.....Date.....
(Officer, On behalf of the London Borough of Harrow)