

TENANCY CONDITIONS

for
Secure Tenancies
and
Introductory Tenancies

Sutton Housing Partnership
Sutton Gate
1 Carshalton Road
Sutton
SM1 4LE



Your landlord is the London Borough of Sutton

Sutton Housing Partnership is the
Arms Length Management Organisation (ALMO)
responsible for managing Sutton Council's rented and leasehold properties

Produced in September 1999
Revised in October 2007
Revised in October 2010



Introduction

This document section sets out your Tenancy Conditions.

Meanings

In these tenancy conditions, when we say “your home” or “the property,” we mean the property let by the tenancy agreement, and its gardens and outhouses, if any. When we mention “you,” we mean the tenant or joint tenants. When we say “we” or “us” we mean the Mayor and Burgesses of the London Borough of Sutton, or agents or contractors working on behalf of the Mayor and Burgesses of the London Borough of Sutton.

Definitions

"Introductory Tenancy"

You will be given an Introductory Tenancy if you have not, immediately prior to being offered this tenancy, been a secure tenant of the London Borough of Sutton, another Local Authority or an assured tenant of a registered social landlord. The tenancy will be granted for a trial period of 12 months. This allows us to monitor your ability to keep to the terms and conditions of your tenancy agreement. If you do not breach the tenancy conditions you will automatically become a secure tenant after the trial period. If before the end of 1 year we ask the Court to make an Order for possession of the property, and an Order is made, your introductory tenancy will come to an end. We may choose to extend your introductory tenancy by 6 months as an alternative to applying to the Court for possession of your property. If you continue to break the conditions of your tenancy and do not put matters right, we will seek a possession order against you.

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

"Demoted Tenancy"

Where you have been given a secure tenancy and you or your visitors or persons living with you have engaged or have threatened to engage in anti-social behaviour or you have used the premises for unlawful purposes, the London Borough of Sutton may apply to the Court for an order that your tenancy is down graded to a 'demoted tenancy'. If this happens, your rights as a secure tenant will come to an end. This will usually last for a period of 12 months unless your tenancy is brought to an end because of further anti-social behaviour or other breaches of your tenancy conditions.

"Additional Charges"

You may become liable to pay additional charges under the following clauses of this agreement: 2.3, 2.10, 2.11, 3.6, 3.7, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.26, 4.13, 4.31, 4.34, 4.44, 4.45, and 4.47.

Additional charges cover our costs including, but not limited to, our contractors' charges for labour, materials and equipment hire, as well as our reasonable administration costs. You must either:

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

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

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

"Rent"

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

"Rent Account"

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

Tenants Handbook

The Tenants Handbook will explain this agreement in more detail. It will give additional guidance and information about your tenancy.

1. Rent

- 1.1 You must pay your rent on time, to the London Borough of Sutton.
If you do not pay your rent, or pay it late, we might apply to a court to evict you, or sue you for the money you owe us.
- 1.2 We may use any money you pay, or which is paid for you, to cover any rent you owe us for this property, or any other property you have rented from us.

Changing your rent, service charges and other charges

- 1.3 We can increase or decrease the rent for your home by giving you four weeks notice.
- 1.4 We can introduce new services, for which we may charge. We can also withdraw services. However, if we do this, we must follow procedure set out in Section 6.

Council tax

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

Services

- 1.6 We will provide the services listed on page 2 of the tenancy agreement. We may temporarily interrupt the supply of any service if we or a utility company need to carry out maintenance work or there are shortages. We will give you notice if possible.

2. Ending the Tenancy

Secure tenants only

- 2.1 We can only make you leave your home or take away your rights as a secure tenant by getting a court order, and we can get an order for certain reasons ("grounds") which are set out in the Housing Act 1985.
- 2.2 We will give you at least four weeks' written notice ("Notice of Seeking Possession") if we plan to apply for a court order, except in the following cases:
 - in cases of nuisance or harassment, or
 - if there is a danger to people or property that we must deal with immediately.
- 2.3 If we apply to the court for a possession order, you must pay additional charges as assessed by the court ("court costs").

If the tenancy stops being a secure tenancy

- 2.4 If the tenancy stops being a secure tenancy (for example, because it is no longer your only or principal home), we may end the tenancy by giving you four weeks' written notice ("Notice to Quit").

Introductory tenants only

- 2.5 We can only make you leave your home by getting a Court Order, and we can get an order where you break the tenancy conditions described in this agreement.
- 2.6 We will give you at least four weeks' written notice ("Notice of proceedings for possession") if we plan to apply for a Court Order, except in the following cases:
 - in cases of nuisance or harassment, or
 - if there is a danger to people or property that we must deal with immediately.
- 2.7 If we apply to the court for a possession order, you must pay additional charges as assessed by the court ("court costs").

Demoted Tenants only

2.8 We will give you at least four weeks' written notice ("Notice Of Seeking Possession") if we plan to apply for a court order during the demotion period to make you leave your home. This will usually be where you have continued to cause anti-social behaviour or break the terms and conditions of your tenancy in other ways.

Your right to end the tenancy

2.9 If you are the only tenant, you can end this tenancy by giving us at least four weeks' written notice, addressed to Voids & Allocations Team, Sutton Housing Partnership, Sutton Gate, 1 Carshalton Road, Sutton SM1 4LE.

2.10 This notice must end at 12.00 midnight on a Sunday. We may accept less notice than this, but you must arrange this with us beforehand.

If this is a joint tenancy, either one of the joint tenants can end this tenancy by giving us at least four weeks' written notice, addressed to:

Voids & Allocations Team, Sutton Housing Partnership, Sutton Gate, 1 Carshalton Road, Sutton SM1 4LE

This notice must end at 12.00 midnight on a Sunday. We may accept less notice than this, but you must arrange this with us beforehand.

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

- you must return all the keys in person to Sutton Housing Partnership, Sutton Gate, 1 Carshalton Road, Sutton SM1 4LE and obtain a receipt
- you must return keys by 12.00 noon on the Monday following the last day of your tenancy
- nobody must remain in the property after you go, and
- you must remove all your furniture, personal possessions, pets, and rubbish, and
- Leave our fixtures and fittings in a reasonable condition and state of repair, and
- you must empty any garages or sheds that you rent with the property and dispose of the contents properly.

2.12 If you do not give us proper written notice and vacant possession, you will have to pay the rent and other occupancy charges until we get the property back.

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

Moving out

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

2.15 You must leave the property in a safe and reasonable condition, in line with your responsibilities under Section 3 of these conditions (Repairs, Maintenance and Improvements). This means it should be in similar condition to the time you moved in, except for fair wear and tear. If you do not do this, you may have to pay additional charges to cover the cost of bringing the property back to a safe and reasonable condition.

3. Repairs, Maintenance and Improvements

Our Responsibilities

3.1 We will repair and maintain the structure and the outside of the property including:

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

We will keep the outside decorated to a reasonable standard. However, if a previous tenant has added fittings to the property that are not standard, we are not responsible for decorating or maintaining them.

- 3.2 We will carry out repairs that we are responsible for within a reasonable time of finding out the repair was needed. The length of time will depend on how urgent the repair is and our published service standards in force at the time.
- 3.3 We will insure the property (but not your possessions) against all usual risks covered by a buildings insurance policy.
- 3.4 We will keep in good working order, systems installed by us as follows:-
- for supplying water (including tap washers), gas (where it is available), electricity, and
 - for getting rid of rubbish and waste water; and
 - any water or room heater or extractor fan that we provide, including inspecting flues, and inspecting and servicing gas appliances, and;
 - fire places and fitted flues (but not sweeping chimneys where there is an open fire).

If you have installed your own system to provide any of the services listed in this clause, you must maintain it yourself, unless the law says we must do it. You will need our written permission before you install your own system.

You should also note the things you are responsible for (see clause 3.12-16).

- 3.5 We will do all we reasonably can to keep any shared facilities that we provide working properly, and to keep shared areas safe, and maintained to a reasonable standard.
- 3.6 We will be responsible for deciding if any trees in your garden need surgery or removal, and for carrying it out if it needs doing. You must get our written permission before planting any trees. If you do not get our written permission, we may put things back to the way they were before, and you will have to pay additional charges to cover the cost of doing this.
- 3.7 We are not responsible for any repairs or maintenance needed because of the following:
- You, a relative or anyone who has your permission to be in your home has caused the damage, neglected the property, or broken the terms of this agreement, unless you have made a satisfactory arrangement to pay us for the damage. If the damage is to a shared area we will carry out the work, but you will have to pay additional charges to cover the cost of the repair.
 - The property needs rebuilding because of fire, flood, storm or other accident (though normally our insurers will pay us to repair or replace the property).
- 3.8 We are not responsible for
- changing the locks at the start of your tenancy
 - providing dustbins for individual homes;
 - repairing or maintaining anything which you are entitled to remove from your home: and
 - painting and decorating inside your home.
- 3.9 If the Council, or its agents or contractors, damage the property, we will put it right.

Improvements

- 3.10 From time to time, we may make improvements to your property or the shared areas. If the improvements are substantial, we will follow the consultation process described in Section 6.

Your Responsibilities

Reporting repairs

- 3.11 You must tell us as soon as possible about anything that we need to repair or maintain.

What you must repair

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

3.13 You are responsible for:

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

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

Repairing damage

3.14 You must repair any damage to your home caused by you, members of your family, or other people living in or visiting your home. You must carry out these repairs as soon as possible and in a careful and reasonable way.

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

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

Rubbish

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

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

Gardens and balconies

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

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

3.21 You must not damage, cut down, or remove any tree within the boundary of the premises without our written permission. If you do not get our written permission, we may take action to put things right and you will have to pay us additional charges to cover our expenses for doing so.

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

Access

3.23 You must allow us into your home at any reasonable time to inspect or to carry out repairs, maintenance or improvements, to this property or to any property nearby. Inspection of the property includes enquiries into the number of persons residing in your home and to check that the legal tenant is in occupation. You will be asked to provide photographic identification such as a passport or driving licence as well as proof of occupation such as a utility bill or bank statement. You do not need to let in anyone unless they show you official identification. We expect you to move furniture, fittings, carpets and anything belonging to you to allow us to carry out repairs or maintenance. You should inform us if you are elderly or have a disability and we will consider providing you with assistance.

Normally we will give you at least 48 hours written notice unless we are carrying out identification checks.

3.24 In an emergency situation (for example, if water is overflowing or there is a potential health and safety risk to you, neighbours or other residents) we may break into your home to investigate or to carry out urgent repairs.

3.25 If your home has gas appliances that we need to service, inspect or repair, you must let us or our contractors into your home to allow us to do this. Our term gas maintenance contractor will arrange a reasonable time with you. If you have not let them into your home after two written notices, we can force entry to your home to allow them to carry out the work. You do not need to let in anyone unless they show you official identification.

3.26 If we break into your home, we will leave your home secure. We will repair any damage we cause to the locks, doors, windows or frames. However, if you are responsible for the original fault you must pay us additional charges to cover our expenses for getting in and for making your home secure, and for the repair, unless you have a reasonable excuse for failing to let us in.

4. Use of your Home

Illegal or immoral use

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

- illegally supplying, using or growing any prohibited or controlled drug (in your home or the locality of your home).
- prostitution.
- keeping or supplying, from your home or the surrounding area, any indecent material or child pornography in any form, including but not limited to printed or computer material.
- using your home for any sexual activity involving children.

This condition also applies to anyone living in, or visiting your home.

Private residential use

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

4.3 If you intend to leave the property unoccupied or you intend to be absent from your property for a period longer than 6 weeks, you must provide us with written notice of your intention.

4.4 We will from time to time visit your property to make enquiries as to those persons in occupation of your home. You must allow us into your home at any reasonable time and co-operate with us when we make our enquiries with you. See condition 3.23.

4.5 You must get our written permission if you intend to be absent for a period longer than 6 months. Permission will only be given in appropriate circumstances, and so long as the property remains your only and principal home.

- 4.6 You must get our written permission to run a business at or from your home. We may withhold permission if:
- your business involves members of the public or customers having to call at your home, or
 - your business may cause a nuisance to neighbours or damage the property, or
 - it breaks any planning laws.

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

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

Nuisance and harassment

- 4.8 You, and anyone living with you or visiting your home, must not do anything in your home or in the area around your home, which causes or may cause a nuisance, annoyance, disturbance or offence to any person. Things which cause nuisance, annoyance or disturbance may include, but are not limited to:-

Loud music; arguing; door slamming; dog barking and fouling; drunkenness; offensive or violent behaviour; selling drugs or drug abuse; rubbish dumping; inconsiderate car parking; playing ball games close to someone else's home, and damage to property.

- 4.9 You, and anyone living with you or visiting your home, must not commit any acts of harassment towards anyone for any reasons, including but not limited to reasons of colour, race, nationality, ethnic origin, disability, age, sex, sexual orientation, or religion. Harassment includes, but is not limited to:-
- violence or threats of violence towards any person
 - abusive or insulting words or behaviour
 - damage or threats to damage property belonging to another person, including damage to any part of the person's home
 - writing threatening, abusive or insulting graffiti
 - anything you do or fail to do which is likely to interfere with the peace or comfort of any person, or will unreasonably inconvenience someone.
- 4.10 You, and anyone living with you or visiting your home, must not permit, encourage or allow anyone to commit any act that is in breach of Clauses 4.8 and 4.9.
- 4.11 If people living with you, or visiting your home, do or fail to do something leading to a breach of Clauses 4.8 and 4.9, we will consider this a breach of this agreement by you.
- 4.12 You must pay the Council additional charges to cover the cost of making good any loss or damage caused by acts in breach of Clauses 4.8 and 4.9 done by you, or anyone living with you or visiting your home.
- 4.13 You, and anyone living with you or visiting your home, must not deface or damage any wall, door, fence or other property owned by the Council, by graffiti or in any other way.
- 4.14 You are responsible for the behaviour of any person living in your home, whether permanently or temporarily. You are also responsible for the acts of any visitor while they are in your home, and while they enter or leave your home, any shared parts, or the locality of your home.

Demoted Tenancies

- 4.15 We may make an application to the court to demote your tenancy where you, persons living with you or visiting you have been involved in anti-social behaviour.

If your tenancy is demoted you will have been sent details telling you how long your tenancy has been demoted for and how this affects you. If you don't cause nuisance or break the terms and conditions of your tenancy in other ways, you should automatically become a secure tenant again after 12 months.

If you are a demoted tenant you will lose some rights which you previously held as a secure tenant. For example, the right to buy your home will be suspended during the period of demotion, and you cannot transfer or exchange your home or be able to take in lodgers or sub-let your home.

Domestic Violence

4.16 You and anyone living with you or visiting your home must not commit any act of domestic violence or abuse against any other person either in the home or in or around the locality of your home.

You or your partner must not cause the other to leave the property because of violence or the threat of violence.

Domestic Violence includes any form of physical, sexual or emotional violence between people in a close relationship. It can include rape, threats and intimidation such as degradation, mental and verbal abuse, humiliation, deprivation, systematic criticism and belittling.

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

Inadequate Flooring

4.18 If you wish to install any type of floor covering which is laminate, wood, other artificial wooden floor coverings or ceramic tiles or if you want to have bare floorboards within your home, you must receive our prior written permission. Whilst we will not refuse permission unreasonably, we will only grant permission if you live in a house which is detached, terraced, or semi-detached. We will not generally grant permission where you live in a flat or maisonette other than if you are on the ground floor.

We may withdraw permission if at any time your floor coverings cause noise nuisance to your neighbours, and you will be required to remove the flooring and cover it with underlay and carpet.

Firearms, Fire Prevention and Health and Safety

4.19 You must not store any firearms in your home. Firearms include air rifles, shotguns, and replica guns.

4.20 You must not store ammunition, oxyacetylene and welding equipment in your home, garden or in any communal areas to your property.

4.21 You must take reasonable precautions to prevent fire, flood or damage to your home.

4.22 You must regularly replace the batteries in any battery operated smoke alarm fitted in your home.

4.23 You must not smoke or allow anyone living with you or visiting your home to smoke in any enclosed shared communal areas.

4.24 You must not install heaters or use free-standing heaters that burn oil, gas, bottled gas, or paraffin or other flammable fuels in your home.

4.25 You must not use, or allow anyone else to use, your home to store fuel, hazardous substances, oil or other materials that can catch fire easily, endanger health, or cause a nuisance.

4.26 You must not change, add or interfere with any electrical, gas or water supplies or do anything that could interfere with the health and safety of others. This includes but is not limited to changing or adding to wires, cables, or pipes in the property or installing any new apparatus apart from electrical appliances that are designed to be plugged into a 13 amp socket without our written permission. However, you can commission a qualified electrician to attach an electric cooker to an electric cooker outlet. If we supply your heat and/or hot water, you must only use it for domestic purposes for your own household.

4.27 If you, and anyone living with you request someone to carry out work in your home, you must ensure that any works undertaken by that person comply with the appropriate Health and Safety legal requirements.

4.28 You and anyone living with you or visiting your home must not store or accumulate rubbish, refuse or other waste inside your home, on your balcony, in shared communal areas or in your garden so as to cause a fire hazard, health hazard or nuisance or prevent anyone from moving freely within these areas.

Pets

4.29 If you, or any person living with you wants to keep an animal at your home, then you must get our written permission first. We will normally only give permission for up to two animals. You will also be required to complete a “permission to keep a pet” form. Permission will normally be given for small domestic animals and birds.

Permission will not be given for:

- Animals registered under the Dangerous Wild Animals Act 1976.
- Farm animals – for example, sheep, goats, pigs, cattle, horses, chicken and ducks.
- Dogs specified under the Dangerous Dogs Act 1991.
- Pets to be kept in your home where there is an ongoing problem with pet ownership in the household or there has been a problem in the past.

If you want to keep a dog, you will normally need to have a private garden, and you will be requested to provide a photograph along with any details of trace recording methods, i.e. chipping.

You will be responsible for any domestic pet(s) that are bought into your home.

You must provide reasonable care for your pet, and not allow it to:

- Cause nuisance, annoyance or danger to neighbours, visitors to the property, and the Council’s staff and agents.
- Cause damage to your home or any council owned property. If this happens you may be charged for any damage caused.
- Foul on any Council property including communal areas. Any fouling of any area must be cleared up immediately by you, the owner or person in charge of the animal at the time.
- Be present on any Council property without being accompanied by you or a responsible adult at all times. Your dog must be kept on a lead and completely under control at all times in communal areas. Your dog must also not be allowed to roam around the communal areas including footpaths and play areas.

You must not:

- Run a business from your home. This includes breeding animals for sale or boarding kennels.
- Allow your home to become unhygienic.
- Feed squirrels and other vermin either at your home or in the communal area.
- Feed pigeons in communal areas.

If you do not comply with the above terms and conditions, we may withdraw our permission, and you may be asked to remove the pet(s) from your home. Your friends, relatives, visitors to your home and any other person living in your home, including children must comply with the above terms and conditions. If they do something to lead to a breach of this clause, we will consider this a breach of this agreement by you.

Alterations (changes), and the right to make improvements

4.30 You must get our written permission before you make any alterations or improvements to your home or common parts of your building. This includes but is not limited to putting up external lighting; decorating the outside of the property or shared parts; or altering areas so you can park your vehicle; or altering our fixtures and fittings. We will only refuse to give our permission if we have a good reason to, but we may set reasonable conditions that you must keep to. If we do refuse, we will tell you why in writing.

If you do not get our permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the costs of putting the property right.

4.31 Even if we have given our permission, you must get any other approval you need for the work (for example planning permission or building regulation approval) before you start. You must keep to any conditions in the planning permission or building regulations approval.

- 4.32 Even if we have given our permission, you must make sure that any work that you do is carried out to a proper standard, and in line with any conditions we set in our permission.
- 4.34 We will not take into account any improvements you make when we review your rent.

Secure tenants only

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

Aerials and satellite dishes

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

Parking

The following clause applies to you, and other people living with or visiting you, if you have a parking space within the boundaries of your home:

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

The following parking clauses apply to all tenants, and other people living with or visiting them:

- 4.37 You can park a vehicle in any parking space that you rent with your home. It must be safe, roadworthy, and of reasonable size and weight for the parking space. You must not use your parking space in a way that breaks the law, or breaks any restrictions on how you can use your land.
- 4.38 If there are allocated spaces in the parking area, you must use only the space that is allocated to you or your household.
- 4.39 You must not park vehicles anywhere except in parking areas or on parts of the roadway where parking is allowed.
- 4.40 You must not put caravans, trailers, or boats in parking spaces, in a garden, or other estate areas or estate roads; you must not put parts from caravans, trailers, boats or vehicles in parking spaces or other estate areas.
- 4.41 You can carry out reasonable minor repairs to vehicles in the parking areas that you are allowed to use. You must not use paint spraying equipment, hoists, welding equipment or powered tools.
- 4.42 You must not carry out vehicle repairs for other people anywhere on council estates or in integral garages. You must not break up vehicles anywhere on council estates or in integral garages.
- 4.43 We will not take responsibility for any vehicles (or their contents) parked on Council estates or other Council property in any circumstances. You, your family, other people living with you and visitors park there at your own risk.
- 4.44 If you, or anyone living with or visiting you, leave a vehicle, part of a vehicle or other object anywhere on our land in breach of these parking conditions, we may place a Notice on it giving 14 days notice that we will remove or destroy it. This condition also applies to vehicles, parts of vehicles or other objects which we think:-
- are abandoned, or
 - are dangerous, or
 - are unroadworthy, or
 - should display a current certificate of taxation, and do not do so, or

- should have a current certificate of roadworthiness (MOT) from the Department of Transport, and do not have one.

You agree to pay us additional charges to cover the cost of removing and disposing of any such item for which any member of your household was responsible. You, and anyone living with you or visiting your home, do not have any right to claim against the landlord for any loss arising from the destruction of a vehicle, part of a vehicle, or other object.

- 4.45 If you want to make additional parking space from any land you rent as part of your home, you must first get our written permission, and any other necessary permission. If you do not get permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the cost of putting the property right.

Shared parts

These clauses relating to shared parts only apply if your home has shared parts, including but not limited to entrances, landings, staircases, passageways, paths, drives, gardens or balconies.

- 4.46 You must clean any access balcony, corridor or staircase outside your home, unless the Council provide a cleaning service.
- 4.47 You, and anyone living with you or visiting your home, must not put anything which may restrict or hinder access in any corridors, landings, staircases, shared entrances, or any other shared part. If you break this condition, we may take action to put things right. You will have to pay additional charges to cover the cost of doing this.
- 4.48 You, and anyone living with you or visiting your home, must not put anything in any shared parts, entrances, landings, staircases, passageways, paths, drives, gardens or balconies without getting our written permission first.
- 4.49 You, and anyone living with you or visiting your home, must not tamper with any fire-safety equipment, lighting or security equipment.
- 4.50 You must not smoke or allow anyone living with you or visiting your home to smoke in any enclosed shared communal areas.
- 4.51 You must not interfere with or enter any unauthorised areas such as communal loft spaces or communal storage areas.

Communal facilities

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

Legal requirements

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

5. Lodging, Sub-letting, Assignment, Succession and Mutual Exchange

Lodgers and overcrowding

Secure tenants only

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

Introductory Tenants and Demoted Tenants

- 5.2 You must not take in lodgers.

Secure tenants only

5.3 You must not sublet all of your home, so that you no longer live there. And you must not create a sub-tenancy with security of tenure.

Introductory Tenants and Demoted Tenants

5.4 You must not sublet all or any part of your home.

Sub-letting

Succession rights

5.5 If you die, your spouse or members of your family may have rights to succeed to a tenancy. We will use the Housing Act 1985 (as amended), the Housing Act 1996, any legislation which replaces it, and surrounding case law, in deciding whether you have the right to succeed.

We will treat a Registered Civil Partnership the same as a Civil Marriage, and we will treat persons living together as if in a Civil Partnership the same as persons living together as husband and wife.

5.6 We may request that anyone who succeeds to this tenancy moves to another property. We will only do this if your home is larger than we think they need. But they will not have to move if they are your spouse, registered Civil Partner, over 60, or are over 50 and have lived with you at the current property for at least 40 years.

If we require you to move, we will serve you with a notice not less than 6 months and not more than 12 months after the death of the tenant. If you do not move, we may apply to a court for possession of the property.

Assignment

5.7 You can only assign the tenancy to someone else if you get our written permission and the conditions concerning assignment in the Housing Act 1985 (as amended) and Housing Act 1996 are fulfilled. We will use this Act, any legislation that replaces it, and surrounding case law, in deciding whether to allow assignments.

When considering whether to allow assignments, we will treat a Registered Civil Partnership the same as a Civil Marriage, and we will treat persons living together as if in a Civil Partnership the same as persons living together as husband and wife.

Before we give our permission, we may set a condition that you must pay any rent you owe us, or put right anything that breaks this agreement, before you make the exchange.

Secure tenants only

The right to mutual exchange

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

- a secure Housing Association or Council tenant (who has their landlord's permission); or
- an assured tenant who can assign their tenancy, who has their landlord's permission and who
- rents their home from the Housing Corporation, Housing for Wales, a Registered Social Landlord
- or a Housing Trust that is a charity.

We may insist that you use a form or deed approved by us. Before we give our permission, we may set a condition that you must pay any rent you owe us, or put right anything that breaks this agreement, before you make the exchange.

6. Remedies, And Other Procedures

Changing this agreement

6.1 We can change the rent and other payments as set out in Section 1.

6.2 We can also change any other part of this agreement by following this procedure. If we are planning to do this, we will consult you and consider all the comments we receive.

Right to consultation

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

Right to information

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

Compliments, comments and complaints about our service

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

Delivering documents

- 6.9 Under Section 48 of the Landlord and Tenant Act 1987, we must give an address where you can send notices to us. Any letter, notice or other official document, which you send us, will be valid if you send it to:
The Chief Executive, Sutton Housing Partnership, Sutton Gate, 1 Carshalton Road, Sutton, Surrey SM1 4LE.
- 6.10 Any letter, notice or other official document will be validly served if we leave it at your home, send it there by post, or post it through your letterbox.

If you need a translation of this document please tick the box for the language required, complete the form and return it to the address given below.

Arabic

لجنة الترجمة
إذا كنت تحتاج ترجمة هذه الوثيقة الرجاء ضع علامة في المربع للغة التي تحتاج لها، اكمل الاستمارة وقم باعادتها
الى العنوان الموجود في الاسفل

French

Si vous avez besoin d'une traduction de ce document, cochez la case correspondant à la langue demandée, remplissez le formulaire et renvoyez-le à l'adresse figurant ci-dessous.

Spanish

Si necesita una traducción de este documento, marque la casilla del idioma que requiere, rellene el formulario y envíelo a la dirección que se indica más abajo.

Tamil

இந்தப் பத்திரத்தின் ஒரு மொழியெயர்ப்பு உங்களுக்குத் தேவையானால், தயவுசெய்து வேண்டப்படும் மொழிக்கான பெட்டியில் அடையாளமிட்டு, படிவத்தை நிரப்பி, அதனைக் கீழே கொடுக்கப்பட்டுள்ள முகவரிக்குத் திருப்பியனுப்பவும்.

Turkish

Elinizdeki bu belgenin Türkçe'ye çevrilmesini istiyorsanız, uygun kutucuğu işaretleyip gerekli bölüme iletişim bilgilerinizi yazdıktan sonra lütfen aşağıdaki adrese gönderin.

Many publications can be downloaded directly from our website, please visit www.suttonhousingpartnership.org.uk. Click on the 'Browse Aloud' button or text size button if you have a visual impairment. If you need this document in large print, Braille or on audio CD please tick the relevant box below and complete the form.

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Name _____

Address _____

Telephone No _____

Please return to:

Tenancy Conditions 2010

Equality & Diversity Team

Sutton Housing Partnership

Sutton Gate, 1 Carshalton Road

Sutton, Surrey SM1 4LE

Visit and write to us at **Sutton Housing Partnership**,
Sutton Gate, 1 Carshalton Road, Sutton, Surrey SM1 4LE.
Telephone us on **Freephone 0800 195 5552**
or from your mobile on **020 8915 2000** (*call charges may vary depending on your network*).
Email us at customercare@suttonhousingpartnership.org.uk
Visit our website www.suttonhousingpartnership.org.uk
Managing council homes on behalf of the London Borough of Sutton