

Terms and Conditions of Tenancy



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Welcome to London Borough of Waltham Forest

We want you to enjoy living in your Waltham Forest Council home.

We believe it is important that we make it clear from the start of your tenancy what you can expect of us and in turn what we will expect from you during your tenancy. This document sets out your rights and responsibilities as a tenant and our responsibilities to you as landlord under your tenancy agreement.

We are committed to ensuring that your home and the services we provide are of high quality. We want you to live in a peaceful neighbourhood free from anti-social behaviour. We expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must pay your rent and any service charge on time.

These are reasonable expectations. If we fail to meet our responsibilities under this agreement, we expect you to tell us and give us the opportunity to put things right. If you break your side of the agreement we will tell you and give you a chance to put things right. If you fail to take this opportunity then we will take legal action and you may lose your home.

If in the opinion of the Council, you, or member(s) of your family, or visitor(s), do commit a very serious breach of your tenancy agreement (for example, using or allowing your home to be used for drug dealing, commit a serious assault or using your home for prostitution or other illegal purposes etc) the Council may not allow you the opportunity to put things right and may commence eviction proceedings immediately.

We feel this firm approach is only right to ensure that all our residents can live in a quiet and safer place, enjoy the benefits of a Council tenancy and feel happy with their environment. We want to improve the general quality of life for all our residents.

As this is an important document, please read it carefully and remember to keep both this and your Tenancy Agreement together in a safe place.



About the terms and conditions of your tenancy

Terms and conditions of your tenancy

This booklet sets out the Terms and Conditions of your tenancy. If you are an existing tenant of the Council as at 4 May 2009, your terms and conditions of tenancy are completely replaced, without any exception, by the terms set out at pages 5 to 16 of this booklet.

Types of tenancy

There are two main types of Council tenancy.

They are:

- an **introductory** tenancy and
- a **secure** tenancy

When your tenancy is granted, your tenancy agreement will confirm whether you have been granted an introductory or a secure tenancy.

Introductory tenancies

As an introductory tenant you have **fewer legal rights** than a secure tenant. These are clearly indicated within this booklet below by the following marker/signpost:

**Introductory Tenants DO NOT have this right.
You get this right if you become a secure tenant.**

If you are an introductory tenant, the section on the front of the Tenancy Agreement will be completed showing when the introductory tenancy will end if there are no breaches of this Agreement.

Your introductory tenancy is a **trial period**. You must show us that you are responsible enough to keep the property. To do this you must:

- **not behave anti-socially, cause a nuisance or harass other people;**
- **pay your rent on time;**
- **look after the property; and**
- **comply with all other terms and conditions set out within this booklet.**

As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant if you do not comply with the terms and conditions of your tenancy.

If you do not comply with the terms of your Introductory Tenancy, the Council also has option of extending your Introductory Tenancy by an additional six months.

Before taking action to evict you or extend your introductory tenancy, the Council must advise you of its intention. You have the right to request a review of the decision to take action to evict you or extend your Introductory Tenancy.

The Council can also apply to the court for an eviction order. The Council must tell you why it is evicting you and you have the right to request a review of the decision, but the Council does not need to prove in court that it is reasonable to evict you.

If the Council has not taken any action that could lead to the extension of your introductory tenancy or possession of your home, you will automatically become a secure tenant on the date written on your tenancy agreement.

Make sure you have read and understood the booklet “Introductory Tenancy Guide”. It describes the procedure the Council has to follow if it wants to evict you. Copies are available at our reception area or from your Tenant Services Officer.

If you die while you are still an introductory tenant, the person who is eligible to ‘take over’ your tenancy will also be an introductory tenant. They will become a secure tenant on the date shown on the front of this Agreement providing that the Council has not taken steps to end or extend the introductory tenancy.

Secure tenancies

If you are transferring to a property from another London Borough of Waltham Forest property as a secure tenant or if you are transferring as an assured tenant of a registered social landlord such as a Housing Association, your tenancy will be secure straight away. You will not have to be an introductory tenant.

If you are a **secure tenant**, you must still behave responsibly and keep to the rules of this Agreement. If you do not, the Council has the right to apply to the Court to take back possession of the property or demote your Secure Tenancy to a tenancy with fewer rights (this is known as a Demoted Tenancy). Before going to Court, the Council has to serve you with a Notice of Seeking Possession (unless the Court agrees that it is reasonable not to do so) or a Notice of Intention to Demote your tenancy, setting out our reasons for serving the Notice. The Council would have to satisfy the Court that there is a good reason to evict you or demote your tenancy. These are called ‘grounds’ and are defined by law. The Council would also have to persuade the court that it was reasonable to evict you. You would have the right to put your case at the court hearing. A judge would then decide if the Council could evict you or demote your tenancy.

If you die when you are a secure tenant, and a person is eligible to take over your tenancy, they will be a secure tenant immediately. For further information regarding succession rights, please request a copy of the “Succession Guide”.

Tenancies granted to person under the age of 18 years

Any tenancy given to someone under the age of 18 is conditional upon a responsible person signing this Agreement on their behalf as a trustee. That person accepts that any Notices or demands for payment served under this Agreement can be served on the trustee until the tenant reaches the age of 18.

Agencies acting on behalf of the Council

Some of the rights and responsibilities of the Council under this Agreement may be exercised or provided by other agencies on behalf of the Council. Those agencies may enforce this agreement on the Council’s behalf including recovery of any payments due.

Terms and conditions of your tenancy

The Council lets your home to you and you rent your home on a weekly tenancy from the date specified as the Tenancy Commencement Date subject to the following conditions:

Section 1:

Tenant's responsibilities

Identity photographs

- 1.1 You must agree to the Council or its managing agents taking a photograph of you at the beginning of your tenancy, at such place as the Council or its managing agents may specify, and at regular intervals (which the Council will specify e.g. during the course of a tenancy audit), Copies of your photograph will be kept on your housing file and in a photographic database that is held by the Council and may be accessed by its managing agents.

To pay rent

- 1.2 You must pay the gross rent (which may include other charges) for your home every week in advance on a Monday. If you receive Housing Benefit it is your responsibility to tell the Housing Benefit department if your circumstances change where your entitlement to benefit may be affected. The gross rent may be changes by the Council as described in paragraph 3.1 of this Agreement.

To pay former arrears

- 1.3 You must also pay any arrears of rent and/or charges that you owed when you lived at your previous address (if this is applicable). You must pay what you owe straight away or you must pay in accordance with repayment schedules agreed with the Council or repayment schedules ordered by the Court.

Using your home

- 1.4 You must not use your home for anything except as a place for you and your family to live.
- 1.5 You must not run or allow anyone living with you or visiting you or any of your visitors, to run a business from your home without first obtaining the Council's permission in writing to do so: the Council must not unreasonably refuse to give its permission. If after the Council has given its permission and the business causes a nuisance, the Council can give written notice withdrawing its permission. After written notice is served, any business activities must cease immediately.
- 1.6 You must use and occupy your home as your only or main home.
- 1.7 You must tell the Council if you are going to be away from your home for more than six weeks.
- 1.8 If your home is within a group of properties (such as a block), that has signed up to a good neighbour agreement or block terms and conditions, then these terms and conditions also form part of your conditions of tenancy. A copy of these additional terms and conditions will be provided to you at the commencement of your tenancy. Any breach of these terms and conditions would count as a breach of your terms and conditions of tenancy. The Council may alter or vary any good neighbour agreement or block terms and conditions from time to time, but if this is done, you will be given not less than 14 days written notice of any change(s).

Advising of changes in your household

- 1.9 You must tell the Council of any changes in the details of the people who are living with you in your home within 7 days of such a change. You will be required to provide documentary evidence to the Council.

Restrictions on assigning this tenancy

- 1.10 You must not assign your tenancy to any other person, unless:
- (a) You have a statutory right to do so:

**Introductory Tenants DO NOT have this right.
You get this right if you become a secure tenant.**

- (b) you have the Council's permission to assign it in pursuance of a court order made under: –
- (i) section 23a or 24 of the Matrimonial Causes Act 1973,
 - (ii) section 17(1) of the Matrimonial and Family Proceedings Act; or
 - (iii) paragraph 1 of Schedule 1 to the Children Act 1989.
- (c) you have the Council's permission to assign it to a person who would be qualified to succeed to your tenancy if you were to die immediately before the assignment.

**Introductory Tenants DO NOT have this right.
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Subletting and lodgers

- 1.11 You must not sub-let or part with possession of the whole of your home.
- 1.12 You may sublet or part with possession of part of your home only (i.e. by taking in a lodger who is over the age of 18 and who is not a member of your family) if you first obtain the Council's permission in writing to do so: the Council must not unreasonably refuse to give you permission. The Council will refuse permission if this results in your home being statutory overcrowded.

**Introductory Tenants DO NOT have this right.
You get this right if you become a secure tenant.**

Condition of your home

- 1.13 At the start of your tenancy, or where you have succeeded to a tenancy or assigned to a tenancy in circumstances permitted by these terms and conditions, you accept your home in its present condition, (excluding any repairs which are the responsibility of the Council under clauses 2.2 to 2.4) including the garden. If the garden is not in a tidy and cultivated condition commensurate with the seasons, including the trimming of hedges to a reasonable height, you are required to bring the garden up to the required standard within an agreed period of time.
- 1.14 You must keep the inside of your home clean and properly decorated. If the Council needs to undertake any repair or improvement works to your home, you must provide the Council's contractors with clear access to all work areas required. You must remove any possessions, including lifting carpets, if requested to do so. The Council may refuse to carry out works until such time as clear access to all work areas is available.

- 1.15 You must keep your home secure at all times. You must tell the Council or its managing agents if you lose your keys. The Council may charge you for the costs of changing the locks and providing you with new keys.
- 1.16 You must not allow the condition of your home to cause a nuisance and annoyance to your neighbours.
- 1.17 You must keep your home free from rats, mice and other pests. If your home becomes infested, you must take immediate action to deal with the problem. You must also tell the Council's Environmental Health Department as soon as possible. If you require assistance from the Council's Environmental Health Department, you may be charged for their services.
- 1.18 You must not tamper or interfere with or alter the electrical or gas systems, installations or meters in or serving your home or the block.

Laminate flooring

- 1.19 If your home is a flat above the ground floor, you must seek the Council's permission before installing laminate or slot and groove wooden flooring in your home. If laminate or slot and groove wooden flooring is laid without permission, the Council may require you to remove it.
- 1.20 If permission is granted for the installation of laminate or slot and groove wooden flooring in your home this will be subject to you installing adequate insulation to the Council's satisfaction to prevent noise transferring into neighbouring properties.
- 1.21 If permission is granted for the installation of laminate or slot and groove wooden flooring in your home but subsequently in the opinion of the Council, it contributes to or increases noise nuisance caused to your neighbours, including day to day living noise nuisance, the Council may require you to remove it. In such circumstances the Council will not be liable for any costs of its removal or its replacement with an alternative form of floor covering.
- 1.22 If works need to be carried out to your home which requires any laminate or slot and groove flooring to be removed or lifted, the Council will not be liable for the cost of its replacement or the costs of relaying it.

Garden

- 1.23 If your home includes a garden, or you share use of a garden with the tenants of other flats in your block, you must keep the garden tidy and cultivated, commensurate with the seasons. This includes trimming any hedges to a reasonable height in the opinion of the Council.
- 1.24 If there are any trees in the garden, you must not do any work to the trees without first getting the written permission of the Council.
- 1.25 If you do not maintain your garden or shared garden, the Council may choose to do so, but will re-charge you for the costs of any gardening works done.
- 1.26 You must not store rubbish, furniture or any unsightly objects in your garden (if you have one) or in any garden or other area which you share with other tenants.
- 1.27 You must not erect any shed, garage or greenhouse without first getting the

written permission of the Council or its managing agents.

- 1.28 You must not dig in the garden to a depth of more than 0.5 metres or in any event, within 3 metres of any structural wall or boundary.
- 1.29 If you have sole use of your garden, you are responsible for maintaining any fencing to a reasonable standard, replacing the same if necessary. You should consult the Council or its managing agents for guidance. Solid fencing must not exceed 6ft (or 1.8 metres) in height.

Fire hazards, bottled gas and paraffin

- 1.30 You must not take into your home, or, if your home is in a block, into the block, anything which might explode or be a fire hazard. For the avoidance of doubt, you may not use any portable oil, paraffin or gas appliances in your home apart from sealed oil filled radiators.

Rubbish and recycling

- 1.31 You and anyone living with you must participate in the Council's recycling scheme.
- 1.32 You must dispose of all household rubbish and recyclable waste in a safe and appropriate manner. Household rubbish must be placed in a dustbin, refuse chute and any other area designated by the Council. Recyclable waste must be placed in the appropriate bin/boxes provided by the Council. No item(s) of rubbish may be thrown out the windows of your home.
- 1.33 You must not store or accumulate rubbish in your home.
- 1.34 Non-household rubbish must be disposed of appropriately and may not be left in any area designated for household rubbish only.

Shared areas and stair cleaning

- 1.35 If your home is in a block, you may be required to clean, in conjunction with other tenants and leaseholders, those parts of the block which are shared with other tenants for example staircases and landings.
- 1.36 You must keep all shared areas, including all entrances, stairways, corridors and landings free from obstructions. You must not leave any personal belongings or rubbish in any shared areas, other than in accordance with clause 1.32 of this Agreement. You may not store any items whatsoever in any stairwell or intake cupboards.
- 1.37 You must not tamper with or remove any fire safety equipment from the shared areas.
- 1.38 You must not smoke or allow any person who lives with you or visiting your home to smoke in any enclosed shared areas.

Loft areas

- 1.39 If your home is in a block, you may not enter or store any possessions, including TV aerials, in the loft space without the Council's prior written permission.

Pets

- 1.40 You may keep a cat or a dog or any other domestic animal in your home, provided you first get the Council's permission in writing. The Council must not unreasonably refuse to give permission. You do not need the Council's permission if it is a recognised Guide or Hearing Dog.
- 1.41 If you keep a cat or a dog or any other domestic animal in your home, or allow a cat or dog or any other domestic animal to visit your home, you must keep it under control. You must not allow it to foul your home (you must use litter trays/ receptacles where necessary) or in the locality of your home (e.g. on roads, footpaths or play areas) or, if your flat is in a block, any area that you share with your neighbours. If your cat or dog or other domestic animal fouls in your home, the locality or any shared area, you must clear up and properly dispose of any animal waste.
- 1.42 You must not allow any animal you keep or allow to visit your home to cause a nuisance, annoyance or disturbance to your neighbours or to Council staff, their agents or contractors. All dogs must be kept on a lead at all times whilst on communal Council property.
- 1.43 You may not keep any animal for commercial breeding purposes.

Behaviour

- 1.44 You must not use your home or any Council property, near your home, for illegal or immoral purposes. Equally, you must not allow any person living with you or visiting you to use your home for illegal or immoral purposes.
- 1.45 You must not cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home.
- 1.46 You must not encourage or allow anyone living with you or visiting you to cause a nuisance or annoyance or disturbance to your neighbours or anyone else living in the locality of your home.
- 1.47 You must not use or encourage or allow anyone living with you or visiting you to use record players, radios, tape recorders, televisions, CD players, or any form of music amplifier, loudspeakers or musical instruments of any kind in a way that will annoy people or so that they can be heard outside of your home.
- 1.48 You must not use any domestic machinery or DIY equipment in such a way or at such times (i.e. after 10pm and not before 8am) that it causes a nuisance and annoyance to your neighbours.
- 1.49 You must not harass anybody or allow any person living with you or visiting you to harass anybody in the locality of your home. Harassment includes harassment on the grounds of or in relation to age, disability, race, religion, sex or sexuality. Examples of the sort of behaviour which amounts to harassment are:
- 1.49.1 violence or threats of violence;
- 1.49.2 verbal abuse or insults;
- 1.49.3 damage or threats of damage to somebody else's home or belongings;
- 1.49.4 writing graffiti which is threatening, abusive or insulting;
- 1.49.5 acting in a way which you know will upset, or disturb, or cause inconvenience to somebody else;
- 1.49.6 any behaviour or actions which threaten the physical and/or mental health, and/

or safety, and /or security, and /or sense of well being of any other person.

- 1.50 You must not cause damage to any Council property wherever it is situated, or write graffiti on it.
- 1.51 You must not encourage or allow anybody else to cause damage to any Council property wherever it is situated, or write graffiti on it.
- 1.52 If you damage any Council property, or write graffiti on it, or encourage or allow someone else to do so, you must pay the Council the reasonable costs of repairing that damage, or removing the graffiti, as soon as the Council demand payment from you.
- 1.53 You must not use or threaten violence against or abuse any employee of the Council or its agents or contractors, or any Council members. Also, you must not encourage or allow anyone living with you or visiting you to use or threaten violence against or abuse any employee of the Council or its agents or contractors, or any Council members. No member of Council staff or its agents or contractors should use or threaten violence against or abuse you or any anyone living with you or visiting you.
- 1.54 You must not use or threaten violence against or harass any other person who lives with you or who is visiting you.

Allowing people authorised by the Council to come into your home

- 1.55 You must let into your home anybody working for the Council and anybody else who the Council allows to enter your home, so long as the Council tell you in advance when those people are coming, and they are not coming at unreasonable times. The Council will allow people into your home to inspect your home and/or to check its condition and/or to inspect it for re-letting and/or to carry out any works to it or to any property near or next to your home which the Council owns. All Council employees, employees of its managing agents and authorised contractors will carry photographic identity cards at all times. You may request to inspect these before you permit them entry in your home.
- 1.56 In an emergency you must let into your home all Council employees, employees of its managing agents and authorised contractors even if the Council has not told you in advance. You agree that in an emergency the Council will obtain access, by lock change if necessary, if the Council has been unable to get your permission to allow access.
- 1.57 At least once in every calendar year, if there is a gas appliance in your home, you are required to grant access to your home in order that the Council may carry out a gas safety check. This is very important because your health and safety is at risk if this is not checked. You will be given advance written notice of the date when access is required. If you fail to grant access as required, you irrevocably agree that the Council may gain access to your home by forced entry for the purposes of carrying out the gas safety check, providing you are first given not less than 48 hours advance written notice of this. This notice will be delivered by hand to your home. In the event that a forced entry takes place, the Council will re-secure your home and make arrangements to provide you with a set of the new keys. You will be charged for the costs of the forced entry, lock change and new keys.

Telling the Council about repairs

- 1.58 You must report to the Council as soon as possible any repairs which are needed if it is the Council's responsibility to do those repairs. If you do not report those repairs as quickly as you should and this makes the problem worse or more expensive to repair or causes other problems which the Council then has to repair, you must pay the Council the extra costs involved.
- 1.59 You must follow the Council's procedure for reporting repairs which it will update from time to time. Every time the repairs procedure is updated, the old repairs procedure will no longer apply. We will tell you when the repairs reporting procedure changes.

Throwing things from flats

- 1.60 If your home is in a block, you must not throw any item(s) or allow anybody else to throw any item(s) from your home, or other areas that you share with your neighbours.

Letting in people you do not know

- 1.61 If your home is in a block, you must not let anyone you do not know into any locked areas you share with your neighbours, unless you know that that person is a person authorised by the Council to enter that area under paragraph 1.55 or 1.56 of this Agreement or is a member of the emergency services.
- 1.62 You must not disable the locking mechanism, jam or wedge open or otherwise interfere with any communal or fire safety or controlled entry doors.

Car parking, other vehicles and repairs

- 1.63 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not:
- 1.63.1 park any vehicle (including a caravan) anywhere except areas marked as parking areas on the forecourt of your home, or if you live on an estate, anywhere else on the estate. Vehicles parked in marked parking areas or forecourts or on an estate, must not cause anyone else a nuisance and must not stop any other vehicles or people from passing easily and safely. The Council reserves the right to remove any vehicle on Council property that is causing an obstruction and may charge you the costs of its removal.
- 1.63.2 unless the Council tells you otherwise in writing, an estate road is not a place marked for parking. However, you will be allowed to park on an estate road so long as your vehicle does not cause anyone else a nuisance and does not stop any other vehicles (including emergency vehicle) or people walking or using a wheelchair from passing easily and safely. The Council reserves the right to remove any vehicle on Council property that is causing an obstruction. The Council may charge you the costs of its removal.
- 1.63.3 park for in excess of 1 hour or more that 3 hours in total in any one day, any heavy, trade or commercial vehicles in your garden, or anywhere else on the estate where your home is, including the areas marked as parking areas or on any other Council property.
- 1.63.4 park without a valid permit, either for residents or their visitors, where there is a parking scheme in operation. The Council reserves the right to remove any vehicle parked on Council property in contravention of a parking scheme.

- 1.63.5 keep untaxed (including any Statutory Off Road Notification [SORN] vehicles) or unroadworthy vehicles on your forecourt, in your garden, on your parking space or anywhere else on the estate where your home is or any other Council property. The Council reserves the right to remove any vehicle parked in contravention of this clause. The Council may charge you the costs of its removal.
- 1.63.6 keep or park motorcycle(s) in your home, or, if your home is in a block, in any areas that you share with your neighbours in communal areas if you live in a flat or maisonette.
- 1.63.7 carry out major motor vehicle repairs or run any form of motor vehicle repair business either from your home (including any garage, garden or forecourt) or the highway (including your allocated parking space if any) or on any Council property.
- 1.63.8 keep any damaged, unsightly or dangerous motor vehicles or parts of motor vehicles in your forecourt, your garden, your parking space or anywhere else on the estate where your home is or on any Council property. The Council reserves the right to remove any such vehicle or parts of vehicles and may charge you the costs of its removal.
- 1.63.9 park in a designated disabled parking bay unless the parking bay has been designated for your own use.
- 1.63.10 abandon any unwanted motor vehicle, caravan or boats on any Council property. The Council reserves the right to remove any such vehicle and may charge you the costs of its removal.

At the end of your tenancy

- 1.64 You must remove all personal property, including any rubbish, and leave your home in a reasonable state and condition at the end of the tenancy. You must make sure that no-one is left in your home. You must deliver up the keys to your home to the Council or to its managing agents. You may be charged rent or use and occupation charges until the keys are received and/or vacant possession is recovered.
- 1.65 If you do leave any personal property in your home after the end of the tenancy you irrevocably agree that ownership of those goods will pass to the Council who may dispose of those goods without any further consultation.

Section 2: Your rights

Identification of Council employees, its managing agents and contractors

- 2.1 All Council employees, employees of its managing agents and authorised contractors will carry photographic identity cards at all times. You may request to inspect these before you permit them entry into your home.

Repairs

- 2.2 In accordance with Section 11 of the Landlord and Tenant Act 1985, the Council has a number of repairing obligations which are outlined in the Clauses 2.3 to 2.5
- 2.3 The Council must keep in repair the structure and exterior of your home (including drains, gutters and external pipes).
- 2.4 The Council must keep in repair and proper working order the pipes and other installations in your home which provide you with your water, gas and electricity supplies. This includes basins, sinks, baths and lavatories, but does not include other appliances that make use of these supplies, for example electric or gas cookers which are your responsibility.
- 2.5 The Council must keep in repair and proper working order the heating system in your home and the system for providing hot water.
- 2.6 The Council will not repair any damage caused by:
- 2.6.1 anything you have done;
 - 2.6.2 damage caused by anybody living with you or any of your visitors (including in both cases people under the age of 18);
 - 2.6.3 any work which you or people for whom you are responsible have done, even if the Council has agreed that you can do this work or get it done;
 - 2.6.4 anything which you or people for which you are responsible have installed in your home, even if the Council have agreed that this may be installed.
- 2.7 When the Council considers that necessary works (whether repairs or improvement) to your home cannot be reasonably carried out with you and your family remaining in your home, the Council may require you to move to temporary accommodation provided by the Council or at its request by one of its local housing partners for as long as it takes to carry out the works. You will be notified once the works are completed at which point you will be required to vacate the temporary accommodation and move back into your home.

Making alterations and carrying out repairs

- 2.8 You may not make improvements, alterations and additions to your home unless you first receive the Council's permission in writing, as landlord. In order to avoid any doubt or misunderstanding, the installation of a satellite dish is such an addition. The Council must not unreasonably refuse to give permission. You must also receive all other necessary planning permission and building regulation approval where these are required from the Council as the local planning authority.

- 2.9 If you carry out an improvement, alteration or addition to your home without the Council's permission, the Council may request that you remove it and reinstate your home to its previous condition. This will be done in writing. If you do not comply with the Council's request within a reasonable time, the Council may remove the improvement, alteration or addition and re-instate your home to its previous condition. If it does so, you will be liable for the Council's reasonable costs of doing so.
- 2.10 You may at your own expense carry out repairs to the structure or the outside of your home and carry out painting to the outside of your home if you first obtain the Council's permission in writing. In the case of painting the outside of your home, the Council must not unreasonably refuse to give permission.

A rent credit when your heating breaks down

- 2.11 If your total weekly rent (see paragraph 1.2) includes a heating charge for space heating and water, and this service is not provided for 48 hours or more when it should have been provided the Council will, if you ask it in writing, pay an amount of money which it decides is appropriate, into your rent account.

Termination of this Agreement

- 2.12 You may end this Agreement at any time by giving to the Council not less than four weeks' notice in writing ending on a Monday.
- 2.13 Where the Council is required to give vacant possession of your home and it offers you suitable alternative accommodation and it complies with 2.14 of this Agreement, you will vacate your home at the end of four weeks notice.
- 2.14 The Council can end this Agreement if:
- 2.14.1 you break clause 1.6 (you will use and occupy your home as your only or main home) or under 2.12, by giving you four weeks notice in writing.
- 2.14.2 you breach any of your obligations under this Agreement (with the exception of clauses 1.44 to 1.54) by giving you four weeks notice in writing.
- 2.14.3 you breach any of clauses 1.44 to 1.54, by giving you up to 4 weeks notice. The Council may in its discretion give immediate notice in exceptional cases.

Changes to this Agreement

- 2.15 The Council must not make any change to this Agreement which would reduce your security of tenure, but apart from this, the Council may change the terms of this Agreement provided that (except in the case of a notice under paragraph 3.1), it follows this procedure:
- 2.15.1 notice must be served by the Council on you setting out the changes it wants to make in the paragraphs of this Agreement or any variation of this Agreement;
- 2.15.2 you may give your comments to the Council about any proposed changes to the paragraphs or the Agreement within 21 days of the notice referred to at paragraph 2.15.1;
- 2.15.3 if the Council decides to make the changes after considering any comments made by you, it must serve a Notice of Variation on you and the change will take effect 28 days after such a notice.

Section 3: Further agreements between you and the Council

Change of rent

- 3.1 The amount of rent payable by you under this Agreement may be changed by the Council if they give you four weeks' written notice. However, the Council will not have to give you any notice of an increase in the total weekly rent which occurs because of an increase in water charge, heating charge or any other charges relating to communal services provided which may include caretaking, grounds maintenance, communal lighting etc. The Council will be allowed to recover from you any arrears of these charges which started from the date when those charges first increased.

Service of notices

- 3.2 When the Council gives you permission to do anything, it will only be valid if it is in writing and signed by or on behalf of the Council's Head of Housing Services or its authorised managing agent. Any notice you wish to give the Council must be in writing and will be deemed to be sufficiently served if sent by ordinary pre-paid first class post to the Council's Head of Housing Services, Cedar Wood House, 2d Fulbourne Road, Walthamstow, London, E17 4GG or the registered office of its appointed managing agents.
- 3.3 Any notice to be served on you shall be deemed to be duly served if left at your home or sent to your home by ordinary pre-paid first class post or left at or sent to you by ordinary pre-paid first class post to your last known address.

Joint and individual liability

- 3.4 Where two or more persons are tenants, the paragraphs in this Agreement apply to you both jointly and individually.

The Council's right to 'set off'

- 3.5 If at any time you are in arrears of rent but the Council owes you any money in connection with your tenancy, rather than pay the money directly to you, the Council may decide to credit your rent account with the money it owes you. You will receive notification of the payment if the Council does this.

Improvements and alterations by the Council

- 3.6 The Council is entitled to improve or alter any part of your home which it has a responsibility to repair.

If you die and the tenancy does not automatically pass to a successor

- 3.7 If you die and the tenancy does not automatically pass to a person qualified by law to succeed to the tenancy, the Council agrees that it will:
- 3.7.1 determine your tenancy by notice to quit served on your executors, administrators or beneficiaries of your estate (or the Public Trustee) or otherwise and thereafter
- 3.7.2 subject to paragraph (3) below offer your partner a tenancy of the same premises commencing on the date upon which your tenancy determines in accordance with (1) above, provided that all the following conditions are met:
- (a) your partner resided with you throughout the period of twelve months ending with your death, and
 - (b) your partner occupied the premises as his/her only or principal home on the date of your death, and
 - (c) you were not granted the tenancy by the operation of this clause or by any clause to a similar effect contained in a previous tenancy agreement made between the London Borough of Waltham Forest and one of its tenants, and
 - (d) you did not fall within the definition of a successor to the tenancy as defined in the 1985 Housing Act, Section 88, and
 - (e) you did not hold under a secure tenancy expressly endorsed with a declaration made pursuant to Section 88(4) Housing Act 1985 that it was a non-successor tenancy.
 - (f) If the Council considers that a tenancy of the same premises would afford, to a person fulfilling the conditions in paragraphs 2(a) to 2(e), accommodation more extensive than is reasonably required by that person, the Council will not offer to that person a tenancy of the same premises, but will offer a tenancy of different premises comprising accommodation not more extensive than it considers the person reasonably requires. Such tenancy will be offered to commence on the date upon which your tenancy determines as mentioned in paragraph 1 above.
- 3.8 For the purposes of 3.7.2 “partner” includes a heterosexual, lesbian, gay, bisexual or transgender partner of the deceased tenant.

Section 4: The Council’s managing agent

- 4.1 If at any time, the Council appoints a managing agent to act on its behalf in the management of your home, any decision or opinion of its managing agent is deemed to be that of the Council.

These Terms and Conditions of the Tenancy Agreement tells you about your rights and responsibilities as a Waltham Forest Council tenant. If you would like to have a copy of this document in your own language, please contact Ascham Direct on 020 8496 4197 and quote AH 199.

This document will also be made available upon request in the following formats. Please ✓ the appropriate box and write your name, address and telephone number and return to the address below.

Audio Tape Braille Large Print

টেনেন্সী এগ্রিমেন্ট-এর এই টার্মস এন্ড কন্ডিশন বা শর্তাবলী ওয়ালথাম ফরেস্ট কাউন্সিলের টেনেন্ট বা ভাড়াটে হিসেবে আপনার অধিকার এবং দায়-দায়িত্ব সমূহের ব্যাপারে তথ্য দেবে। আপনি যদি এ ডকুমেন্টটির একটি কপি আপনার ভাষায় পেতে চান, তাহলে অনুগ্রহ করে অ্যাসচাম ডাইরেক্ট-এর সাথে AH 199 কোড উল্লেখ করে 020 8496 4197 এই নাম্বারে যোগাযোগ করুন।

Bengali

ટેનেন্সী એગ્રીમેન્ટ (ભાડાખતના દસ્તાવેજ)ની આ શરતો અને નિયમો તમને વોલ્થમ ફોરેસ્ટ કાઉન્સિલના ભાડૂત તરીકે તમારા અધિકારો અને જવાબદારીઓ વિશે જણાવે છે. જો તમને આ દસ્તાવેજની નકલ તમારી પોતાની ભાષામાં જોઈતી હોય, તો કૃપા કરીને એશકેમ ડાઈરેક્ટનો 020 8496 4197 પર સંપર્ક કરો અને AH 199 જણાવો.

Gujarati

Shuruudahan iyo Xeerarkan ku sabsan heshiisyada kireysiga ayaa kuu cadeynaaya xuquuqda iyo xaqa lagu leeyahey kireystaha guryaha Koonseelka ee Waltham Forest. Hadii aad nuqul qoraalkan afkaaga hooyo ku rabto, fadlan la soo xidhiidh Ascham Direct 020 8496 4197 adigoo sheeqaaya AH 199.

Somali

Bu Kira Sözleşmesinin Hüküm ve Şartları, Waltham Forest Belediyesi'nin kiracısı olarak sizin hak ve sorumluluklarınızı açıklamaktadır. Eğer bu belgenin kendi dilinize çevrilmiş bir kopyasını almak isterseniz, lütfen 020 8496 4197 numaralı Ascham Direct hattını arayınız ve AH 199 referans numarasını belirtiniz.

Turkish

یہ کرایہ داری کے معاہدے کے شرائط و ضوابط آپ کو و التھم فاریسٹ کاونسل کے کرایہ دار کی حیثیت سے آپ کے حقوق و ذمہ داریوں کے بارے میں بتاتے ہیں۔ اگر آپ کو اس دستاویز کی نقل اپنی زبان میں چاہیے، تو برائے کرم ایشیم ڈائریکٹ سے 020 8496 4197 پر رابطہ کریں اور حوالہ نمبر AH 199 بتائیں۔

Urdu

Tenant's name: _____

Tenant's address: _____

Telephone number: _____

Please return to:

Ascham Homes, Policy and Development Team,

1 Wood Street, Walthamstow, London, E17 3JU

DP09-0106 February 2009
AH 199

