

**PROBATIONARY  
TENANCY  
AGREEMENT**



# Tenancy Agreement

## CONDITIONS FOR PROBATIONARY TENANCIES

### 1 **Meaning of 'Probationary Tenancy'**

'Probationary Tenancy' is the London Borough of Hillingdon's name for an "Introductory Tenancy" granted under Part V of the Housing Act 1996 and defined in section 124 of what will be referred to as 'the 1996 Act'. Every reference to 'Probationary Tenancy' and 'Probationary Tenant' should be construed accordingly and 'Probationary Period' refers to the "trial period" under the 1996 Act.

### 2 **Grant of a Probationary Tenancy**

You have been granted a Probationary Tenancy by the London Borough of Hillingdon. You are from the date of commencement of the Tenancy a Probationary Tenant and your Tenancy will normally last for a period of one year. Hillingdon Homes on behalf of the Council can end your Tenancy with a Court Order for a reason that must first have been set out in a Notice of Proceedings for Possession served on you.

### 3 **Security of Tenure**

Provided you do not break any of the conditions of tenancy during the Probationary Period and Hillingdon Homes on behalf of the Council has not begun legal proceedings for possession or served a Notice of Extension, you will automatically become a Secure Tenant on the first anniversary of the date you were granted the tenancy.

You do not have Security of Tenure until the Probationary Period of one year has been completed and no action has been taken to end or extend the Tenancy.

### 4 **Termination of a Probationary Tenancy Agreement by the Council**

Your Tenancy can only be brought to an end if a Court Order is obtained. No proceedings can be taken to remove you from the premises unless you have been served with an appropriate Notice of Proceedings for Possession, under section 128 of the 1996 Act, which sets out the reasons for the Notice. If you are served with a Notice you have the right to ask for a review of the decision but your request to ask for a review of the decision must be made within 14 days of the notice being served. The reasons for seeking possession can include those found in section 3.1 of this Agreement.

### 5 **Your Rights as a Probationary Tenant**

By law, during your Probationary Tenancy, you do **not** have the same rights as a Secure Tenant. You do not have the following rights:

#### **The Right to Buy (section 2.6)**

You do not have the right to buy your home. However, should you subsequently become a secure tenant, the period of the Probationary Tenancy may be counted towards qualification to exercise the right to buy and calculation of the discount entitlement.

#### **Occupancy of the property (section 2.9)**

##### **i. Lodgers (paragraph 2 section 2.9)**

You do not have the right to take in lodgers.

##### **ii. Sub-letting (paragraph 3 section 2.9)**

You do not have the right to sub-let the whole or any part of the property.

# Tenancy Agreement

## **Mutual Exchange (section 2.10)**

You do not have the right to assign the property by way of mutual exchange with another Tenant.

## **Improvements (section 2.2 and section 4.8)**

You do not have the right to improve or alter your home.

## **Seek compensation for improvements (section 2.8)**

You do not have the right to seek compensation in relation to any improvements made to your home.

## **6 Conditions of Tenancy**

Subject to the foregoing and the provisions of the 1996 Act as a Probationary Tenant, the remainder of the tenancy conditions apply equally to you as to a secure tenant.

If you break any of the conditions during your Probationary Tenancy, we may take legal action to end your tenancy. If we apply to the Court for a Possession Order, we will not have to prove any grounds for possession and the Court cannot consider whether it is reasonable to give us possession of the property. Provided we have served a valid 'Notice of Proceedings for Possession' and we have considered any request for a review made by you, the Court must make a Possession Order.

## **7 Notice of Extension**

Where the council has ongoing doubts about the conduct of your Probationary Tenancy it can extend the term for 6 months. A 'Notice of Extension' will be served at least 8 weeks before the original term of the tenancy is due to expire. The Notice of Extension will set out the reasons for the extension and will advise you that you have the right to request that this decision is reviewed by Hillingdon Homes.

## **8 Releasing of property keys**

The probationary tenancy begins on the date, which you are entitled to take possession of the property. The date will be clearly identified on the agreement as the 'start date of tenancy'. If you are given the keys to the property ahead of the tenancy start date to enable you to prepare for occupation, it will not count towards the probationary period.

# Tenancy Agreement

Your tenancy agreement is divided into the following sections

## 1.0 Your Tenancy Agreement Explained

- 1.1 Terms used and Joint Tenancies Statement
- 1.2 Acceptance of these Conditions of Tenancy

## 2.0 Your Rights as a Tenant

- 2.1 Security of Tenure
- 2.2 Your Right to Improve the Property
- 2.3 Right to Repair
- 2.4 Your Right to be Consulted and Tenants Associations
- 2.5 The Right to Manage
- 2.6 Right to Buy
- 2.7 Access to Personal Records
- 2.8 Right to Compensation
- 2.9 Occupancy of a Property
- 2.10 Assignment and Mutual Exchange

## 3.0 The Responsibilities of the Council

- 3.1 Security of Tenure and Grounds upon which the Council may Seek Possession
- 3.2 Repairs
- 3.3 Estate Inspections
- 3.4 External Painting
- 3.5 Services
- 3.6 Quiet Enjoyment
- 3.7 Anti Social Behaviour
- 3.8 Major Works of Repair and Improvement
- 3.9 Notice of Rent Increase
- 3.10 Other Charges

## 4.0 Tenants' Responsibilities

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| 4.1 Rent                               | 4.10 Chimneys                                |
| 4.2 Nuisance/Harassment                | 4.11 Fuses                                   |
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## 6.0 Succession on the Death of a Tenant

## 7.0 Varying the Terms of a Secure Tenancy

# Tenancy Agreement

## 1.0 Your Tenancy Agreement Explained:

These tenancy conditions state the responsibilities of the landlord (The Council) and You (the tenant) under the Tenancy Agreement.

### 1.1 Definition of Terms used and Joint Tenancies Statement

In these tenancy conditions:

"We" and "the Council" mean the London Borough of Hillingdon.

"You" means the tenant of the property. If the tenancy is a joint tenancy "You" means the joint tenants together and individually. Joint tenants have a shared interest in the property for the whole period of the tenancy. You are jointly and individually liable to pay the charges and for all the obligations under the tenancy.

The terms "property" and "home" mean the dwelling let to you including any garden, garage, carport, hard standing, shed, outbuilding, fence or wall let with the dwelling.

### 1.2 Acceptance of these Conditions of Tenancy

Once you have signed this tenancy agreement it means that you have accepted these conditions of tenancy.

## 2.0 Your Rights as a Tenant:

Hillingdon Council operates an Equal Opportunities policy that governs its allocation of property and treatment of tenants. We seek to provide equality of access for all tenants. There are equal opportunities for men, women, black and ethnic minorities, lesbians and gay men and people with disabilities, regardless of marital status, age and creed or religion.

### 2.1 Security of Tenure

A Secure Tenant is someone who occupies a separate dwelling of which the Council is the landlord and where they live in it as their only or main home. In the case of a joint tenancy, at least one of the joint tenants must occupy the property as their only or main home.

### 2.2 Your Right to Improve the Property

You may improve or alter your home, provided you obtain the Council's written permission and any necessary planning or building regulation consents, before work begins. The Council will not increase the rent because of any improvements you make.

# Tenancy Agreement

## 2.3 Right to Repair

You have a legal right to claim for compensation if certain repairs are not carried out by the Council within the time limit set by law. For the type of repairs that the Council should be carrying out see paragraph 3.2.

## 2.4 Your Right to be Consulted and Tenants Associations

We must consult with tenants by law. We will do this through Tenants Associations, Area Tenant Boards and the Housing Consultative Forum. When necessary we will also consult with you individually.

The Council has a policy on tenant consultation. It states:

"The Housing Committee welcomes tenants views on all it's housing management policies and will not change any of its major policies or strategies without first considering tenants wishes".

Methods of consultation will be appropriate to the number of tenants affected and the issues involved.

In order to increase opportunities for consulting tenants, the Council encourages the formation of new Tenants Associations and will give advice and assistance in setting them up.

The Council will liaise with individual Tenants Associations on matters of common interest affecting the general management of estates.

## 2.5 The Right to Manage

When at least 25 tenants form a properly constituted tenants association, they have a legal right to ask the Council to let them carry out certain housing management duties applicable to their homes. These duties include rent collection, day-to-day repairs and tenancy management.

## 2.6 The Right to Buy

If the Council owns the freehold of the property and you have been a public sector tenant for two years, the Housing Act 1985 gives a secure tenant, in certain circumstances, the right to buy. For further information on the Right to Buy, ask your Area Housing Office.

If tenants are unable to purchase a property outright, they are entitled to purchase on Rent to Mortgage terms and they should contact the local office for advice.

# Tenancy Agreement

## 2.7 Access to Personal Records

You have a legal right to see some information held about you and your family on computer or in any Housing Department file. You may inspect this information if you give at least two working days notice. You may obtain copies of any information you provided to the Council. If you wish to see information given by another person or organisation you may only do so if they have given their written permission.

If you do not agree with the information recorded you can ask for it to be changed. If the Housing Department does not agree to change the records as you would like, you have the right to appeal.

## 2.8 Right to Compensation

When your tenancy comes to an end you have a legal right to be paid by the Council for some types of home improvement work. This right applies only to certain improvements, which must have been started after 1 April 1994. The Council may pay compensation in other circumstances at its discretion.

## 2.9 Occupancy of the Property

The property is provided for use only as a private home. It must not be used for any trade or business.

You may take in lodgers but you must first notify the Area Office whenever you take a lodger and when the lodger leaves the property. You must not take in lodgers who cause the property to be overcrowded.

You must not sublet the whole property but may sublet part of the property with the written permission of the Area Office. Unauthorised subletting is a breach of tenancy conditions and may lead to legal action for possession.

The Council can ask for information about the names and numbers of people living in any of its properties. You must give this information in writing within 14 days. You must inform the Council in writing when there is a change in occupancy of the property.

## 2.10 Assignment and Mutual Exchanges

If you want to pass the tenancy on to someone else it is called assignment. It may be possible to assign the tenancy in the following circumstances.

- a) To a person who would qualify as a successor tenant if you died;
- b) If assignment is ordered by a Court under matrimonial law;
- c) To another secure tenant by mutual exchange.

**For a mutual exchange** you must first obtain the Council's written permission. The Council will not unreasonably withhold it, although if you are in arrears of your rent you will not be allowed to exchange unless the debt is cleared. You will also be required to carry out any repairs that are your responsibility.

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## 3.0 The Responsibilities of the Council:

### 3.1 Security of Tenure and Grounds upon which the Council may seek Possession

Nearly all Council tenants have security of tenure. This means that the Council cannot repossess your home without first obtaining a Possession Order in the County Court. The Council may only seek possession of the property for one or more of the reasons listed below and usually has to serve a Notice of Seeking Possession before making an application to Court. In all cases the Court must be satisfied that it is reasonable to make an order for possession.

3.1.1 Failing to pay rent, or breaking some other tenancy condition.

3.1.2 The tenant, or a person living in or visiting the property, has caused nuisance or annoyance to another person residing, visiting or engaging in a lawful activity in the locality or;

The tenant, or a person living in or visiting the property, has been convicted of using the property for immoral or illegal purposes or the tenant or a person residing in or visiting the property has been convicted of a serious criminal offence committed in the locality of the property.

This ground applies to the behaviour of the tenant, anyone residing with the tenant and their visitors. Also the Council can apply to the Court to dispense with service a Notice of Seeking Possession on the tenant beforehand.

3.1.3 Damaging the property or common parts used by other tenants, such as staircases in a block of flats. This includes any damage caused by the tenant or anyone else residing in the property.

3.1.4 The tenant, or anyone else living in the property, has damaged furniture provided by the Council.

3.1.5 The tenant, or a person acting at the tenant's instigation gave false information to the Council in order to obtain the tenancy.

3.1.6 The tenancy has arisen through mutual exchange of properties and money has changed hands as part of this transaction.

3.1.7 The property was made available to you while work was being carried out on your original property and the work is not complete so that you can return to live there.



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- 3.1.8 The property was occupied by a married couple or a couple living together as husband and wife and one partner has left because of violence, or threats of violence, by the other and the partner who has left is unlikely to return.

The Council can also seek possession of your home for the following reasons if the Court is satisfied that suitable alternative accommodation is available.

- 3.1.9 The property is overcrowded so as to breach statutory regulations. The Area Housing Office will inform you if this is the case.
- 3.1.10 The Council wishes to demolish or rebuild the property or carry out work on it and cannot do so without obtaining possession.
- 3.1.11 The property is part of a redevelopment scheme and the property is to be sold as part of this scheme.

The Council can also regain possession of your home for the following reasons if the Court considers it reasonable and suitable alternative accommodation is available.

- 3.1.12 You occupy a property which has been specially adapted to suit the needs of a disabled person but there is no longer a disabled person living there and the Council needs the property to accommodate another disabled person:
- 3.1.13 Social Services or a special facility is provided nearby to help people with disabilities but no one with special needs resides in the property any longer and the Council requires the property to house someone who does have those special needs.
- 3.1.14 You have succeeded to a tenancy but the property is larger than you reasonably need. (This ground does not apply to the spouse of the previous tenant). The Council can only proceed on this ground between six and 12 months after the death of the original tenant. Before considering possession proceedings the Council will consider your age, how long you have lived there and any financial or other support you gave the previous tenant.

You should be aware if you breach your tenancy conditions or behave in an anti social manner the Council can apply to the Court for an injunction to stop you behaving in this way and that in particular the Council has a strict policy of always taking action when there is evidence of anti social behaviour.

You should also be aware that if the Court makes a possession order against you and you subsequently present as homeless to any local authority you and your family may be found to be intentionally homeless which means that you are not eligible for rehousing from a local authority.

### **Eviction**

After a Possession Order has been obtained in the County Court the Council has the right to apply for a Bailiff's Warrant to evict a tenant if they do not keep to the order.

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## 3.2 Repairs

### **General Repairs**

The Council will keep in good repair and proper working order:

- a) Installations for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and toilets
- b) Any fires or central heating or installation of water heating which belong to the Council
- c) Lift services and communal amenities.

The Council will carry out the repairs set out above within a reasonable period of time. Under normal circumstances the urgent repairs listed below will be dealt with or made safe within three working days.

Urgent repairs include

- Floods in your home because of faulty pipes or fittings or leaking roofs
- Blocked or leaking drains
- Blocked toilets, where the property contains only one toilet
- Serious storm or accident damage to rooms
- Falling brickwork or similar situations where there is a danger to people or a risk of further serious damage. This will be treated as an emergency and receive immediate attention.

If the Council does not carry out some urgent repairs to your property within certain timescales, you may have the right to compensation. Enquiries about the Right to Repair should be made to your Area Housing Office.

### **Council's Obligation to Maintain Common Parts**

The Council will take responsibility to keep the common parts of the building in a reasonable state of repair and in safe condition fit for the use of the tenant, members of the tenant's household, any sub-tenant or visitor. This includes, but is not limited to, paths, steps, stairs, landings, corridors, halls, play areas and communal open spaces and fire escapes.

## 3.3 Estate Inspections

The Council will inspect the common parts of blocks and estates at regular intervals. We will invite tenant representatives to accompany us on the inspection.

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## 3.4 External Painting

The Council will redecorate the exterior of the property and any communal areas such as halls, staircases or corridors on a cyclical basis.

## 3.5 Services

Where we provide door entry systems, lifts, caretaking and cleaning services, we will maintain such services efficiently as far as is reasonably practicable. The Council shall not be liable for any failure in services beyond the reasonable control of the Council.

## 3.6 Quiet Enjoyment

The Council shall not interfere with your rights to quiet enjoyment of your home.

## 3.7 Anti Social Behaviour

The Council will take action to deal with anti social behaviour in cases of nuisance to its tenants and other persons residing in or visiting the locality.

## 3.8 Major Works of Repair and Improvement

The Council shall seek and consider the views of all affected tenants on any proposed major repair and/or improvement scheme. The Council shall seek where practical within existing policy and other restraints, to ensure that tenants are able to return to their original homes unless under occupation would result.

**Alternative Accommodation** If you have to be rehoused so that work may be done to the property, the Council will try to arrange rehousing in an alternative suitable property. If, because of major damage to a property, you lose the use of one of more living rooms (this will include the living room and bedrooms in the property, but no other rooms) you may apply to the Area Housing Office for a reduction in net rent until the damage is repaired. This reduction will be worked out by considering the number of rooms and the length of time they are unusable.

## 3.9 Notice of Rent Increase

We will not raise net rents until you have been notified in writing at least four clear weeks before the increase takes affect.

## 3.10 Other Charges

The Council will notify you in writing of any changes in the charges (usually water rates) to be collected with the net rent as soon as possible after the decision to alter them.

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## 4.0 Tenants' Responsibilities:

### 4.1 Rent

#### **Amount Payable**

The rent is a weekly amount decided by the Council. It must be paid on a Monday, one week in advance. Unless you have a water meter you will also pay with the rent an amount to cover the water rates and any other charges specified in the Tenancy Agreement.

#### **Heating Charges**

In certain properties (i.e. sheltered housing) the Council provides heating for which a separate charge will be made, but this will be included as part of your rent.

#### **How to Pay your Rent**

Your rent may be paid at the Cash Office in the Civic Centre, at any Post Office in Hillingdon or any branch of Lloyds Bank.

#### **Payment by Bank Standing Order and Direct Debit**

We welcome payment by bank standing order or direct debit. You may make arrangements with your Area Housing Office to do this.

#### **Failure to Pay**

You must pay your rent in full and on time. If you have difficulty in paying your rent, contact the Area Housing Office for advice.

If you fail to pay your rent the Council will take legal action to recover the debt and possibly seek a Court Order for Possession of your home. This could lead to eviction.

### 4.2 Nuisance/Harassment

You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens), in the locality around your home, on footpaths on your estate and on the communal parking and shopping areas of the estate on which you live.

## Tenancy Agreement

You and anyone living in, or visiting your home (including children) must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include:

- Loud noise, loud music, arguing and door slamming, foul language, dog barking and offensive drunkenness
- Selling drugs or drug abuse
- Rubbish dumping and dog fouling
- Playing ball games close to someone else's home.

### Harassment

You may not do, or permit to be done, anything that amounts to harassment of any person or defined group of persons whether on the property, adjoining property elsewhere on the estate or within a radius of 1000 metres of the property whichever is the shortest distance.

Harassment may relate to racism, sexism, HIV/Aids, disability or other irrational prejudice.

We take all incidents of harassment very seriously and will do everything we can to stop them. Possession proceedings or other forms of Court action will be taken against any tenant or someone who is the responsibility of the tenant.

Examples of harassment include:

- a) Racist behaviour, racist language, or any racially motivated acts
- b) Using or threatening to use violence, using abusive or insulting words or behaviour
- c) Damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti on any Council owned property, or on any other property or area on the estate
- d) Doing anything that interferes with the peace, comfort or convenience of other people.

### 4.3 Domestic Violence

The Council treats all incidents of domestic violence seriously and will do everything that it can to prevent them. Possession proceedings or other forms of Court action will be taken against any tenants who commit or support acts of domestic violence.

"Domestic violence" for the purpose of this condition means any violence or serious threat or violence made within the framework of "The Family Unit".

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"The Family Unit" for the purpose of this condition means all the persons who live together as a single unit, or who regard themselves and would reasonably be regarded as members of the same family, or have lived together within 12 months before the incident of domestic violence.

Domestic violence can be committed against a person of either sex by a tenant who is a member of the family unit either actively, or passively, by inviting or permitting the act of another member of the family unit.

It may take place in the family home, elsewhere on the estate or within a radius of 1000 metres of the family home, which ever is the shorter distance.

## 4.4 Assignment

You are not permitted to assign the property without obtaining permission from the Area Office. Please see Section 2.10 for information on the rights of tenants to assign the property.

## 4.5 Council Officers and Council Agents

You must not obstruct, abuse, harass, threaten or assault any of the Council's Officers or Agents in the performance of their duties on behalf of the Council and must not encourage any other person to do so. If this condition is breached the Council may apply for possession of the property and also prosecute you for criminal offences.

After you have been given reasonable notice, you must allow Council Officers or Agents who produce an identity card access to the property at all reasonable hours for the following purposes.

- a) Inspection of the state of repair and condition of the property or adjoining property, or to carry out improvements
- b) To ensure compliance with the Conditions of Tenancy and health and safety regulations
- c) You must not offer, or pay, any gratuity to any Officer or servant of the Council.

In an emergency Council Officers or Agents may enter the premises without giving notice if the Area Housing Manager thinks that there is a risk of personal injury or damage to an adjoining property, which access and works may stop.

**Tenants are warned against admitting bogus officials and are advised to ask all those claiming to represent the Council to show their identification cards.**

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## 4.6 Taking Care of your Home

It is your responsibility to keep your home clean and take reasonable care of it and its fixtures and fittings. If you fail to take reasonable care of the property and its condition deteriorates the Council can:

- a) Ask you to carry out the repair or replacement yourself at your own expense and to the satisfaction of the Council or
- b) Require you to pay the Council's costs for carrying out the work. The Council can charge the full cost of any cleaning or repairs necessary. Please note:  
When you give up your home you should leave it in a reasonable condition
- c) If you fail to carry out work or to make good damage for which you are responsible, the Council may, after giving reasonable notice, enter the property to carry out necessary works and charge you a reasonable amount. You may also be recharged for work necessary to make good the damage after you have left the property
- d) Apply to the County Court for a Possession Order.

You must carry out any internal redecorations to the property, unless you are elderly or have a disability and qualify under the Council's policy for held with redecoration.

## 4.7 Gardens

You must keep tidy any garden or hedge let with the property.

## 4.8 Tenants Fixtures

The Council will not accept any liability or responsibility for maintaining any alteration or addition you have made under your right to improve. You must comply with any conditions made by the Council when giving permission for any alterations.

If you are disabled or elderly you may apply to the Council for help with repairing or maintaining a heating appliance, which you had installed. The Council will accept responsibility for future maintenance of this appliance. The Council will repair other heating appliances upon request if their present condition is causing a safety hazard. However we will charge you for the cost of the work.

## 4.9 Gas Safety

The Council has a legal obligation to service its gas appliances once a year. You must allow the Council access to carry this out. Council Officers and Agents, in the presence of a Council Officer or management agent, may enter the property if you fail to keep a second notified appointment for safety checks, including servicing of gas appliances or pipe work. The Council will then be responsible for leaving the property in a secure condition. The Council is entitled to recover any costs associated with gaining access or making the property secure.

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## 4.10 Chimneys

You are responsible for ensuring that the chimneys to solid-fuel burning appliances are swept each year.

## 4.11 Fuses, Light Bulbs, Fluorescent Tubes and Starters

You are responsible for replacing all fuses, light bulbs, fluorescent tubes and starters of the correct rating to house wiring and appliances and must repay the Council costs that arise from your failure to do so.

## 4.12 Defects

You must report immediately to the Council any defect in the property which is likely to affect public health or the stability of the structure. It is most important that you let the Council know immediately if there is any problem with gas supply, electricity supply, water and sanitation.

## 4.13 Pest Control

It is your responsibility to report immediately to the Council the presence of mice or other pests in the property.

## 4.14 Use of Calor Gas and Paraffin

You must not use or store liquid petroleum gas in the property unless the property is a house with a garden and then only if it is stored securely outside the house.

## 4.15 Television Aerials and Satellite Dishes

The approval of the Area Office and possibly planning permission needs to be sought before putting these up. You must not fix aerials to communal parts of blocks of flats.

## 4.16 Animals

If the property has direct access to your own private garden you may keep a dog or a cat. If you live in a flat you must not keep a dog unless you have your own direct access into a garden. However, a person who is blind and lives in a flat may keep a guide dog with permission of the Council.

You may keep a small caged bird or fish in a small aquarium, but you may not keep any other type of bird or animal on the property without first obtaining the Council's permission.

Dogs must be kept on a lead while on the communal parts of a Council estate. Please make sure that your dog does not cause a nuisance, e.g. by harming or frightening other tenants or by barking or fouling as this would constitute a breach of these tenancy conditions.



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## 4.17 Parking

You may park a private motor vehicle on the property if there is authorised and suitable garage or parking space. You may not park lorries or any other commercial types of vehicles, caravans, boats or trailers of any description on the property, or on the highways adjacent to the property, nor any untaxed vehicles on communal land.

You may only park a motor vehicle in the front garden if there is a dropped kerb from the highway. You are not allowed to park in rear gardens without the permission of the Area Office and garages must not be obstructed.

## 4.18 Insurance

You are responsible for insuring all household contents and personal belongings against loss or damage, however this is caused. The Council is keen to ensure that all tenants have adequate insurance and operates a house contents insurance scheme. The scheme enables you to obtain insurance from the Council's insurers by paying a weekly premium with the rent. Details of the scheme may be obtained from the Area Office.

## 5.0 Ending the Tenancy:

To end the tenancy, you or the Council must give four weeks notice in writing ending on a Monday. The Council may accept notice of a shorter period. Any notice given by the Council will be treated as served, if it is delivered by hand or sent by post to you at the property.

If you give notice of leaving the property you must give full vacant possession.

### **Keys**

All keys of the property, including those of any outbuildings, must be delivered to the Area Housing Office by noon on the day the tenancy ends. Rent will be charged until this time. Please note: When a tenant dies any benefit entitlement stops from the date of death. Consequently full rent must be charged until the return of keys.

## 6.0 Succession on the Death of a Tenant:

If the tenant dies, the tenancy will be granted to the surviving spouse provided that there has been no previous succession. If there is no surviving partner the tenancy may be granted to another member of the tenant's family (excluding cousins), if that person has been living with the tenant for at least 12 months preceding the date of death and there has been no previous succession. All other cases will be considered at the Council's discretion. If the successor tenant is not a partner or a pensioner and the property is under occupied by two bedrooms or more, the successor tenant will be required to move to smaller accommodation.

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## 7.0 Varying the Terms of a Secure Tenancy:

The terms and conditions of a Secure Tenancy may only be changed by:

- a) Agreement between the Council as landlord and you as the Secure Tenant

OR

- b) The delivery to you of a "Notice of Variation", giving at least four weeks notice of the proposed changes. Before this notice can be served, you must be consulted in writing concerning the proposed changes, be given the opportunity to comment on them and the Council must consider the views expressed by the Secure Tenants.
- c) Rent charges can be changed providing the Council gives you at least four weeks notice of the proposed changes, which you accept without giving the Council notice of your intention to vacate your dwelling.

If you want to discuss this information with someone who speaks your language please tick the language you need and fill in your name, address and phone number. Send this form back to the address given or hand it in at any Council office or library.

English

এই খবরা খবরের জন্য আপনি যদি কারো সঙ্গে বাংলায় আলাপ করতে চান তাহলে বাংলাভাষার ব্যক্তির জায়গায় একটা চিহ্ন দিন এবং আপনার নাম, ঠিকানা ও ফোন নাম্বার নিচে লিখে দিন। তারপর যে ঠিকানা লেখা আছে সেখানে পাঠিয়ে দিন অথবা লাইব্রেরীতে বা কাউন্সিলের অফিসে জমা দিন।

Bengali/ বাংলা

જો તમે આ માહિતી વિશે કોઈ એવી વ્યક્તિ સાથે વાતચીત કરવા ઇચ્છતા છો કે જે તમારી ભાષા બોલતું હોય, તો કૃપા કરીને તમારી ભાષા આગળ દિશ્નની નિશાની કરો અને તમારું નામ, સરનામું તેમજ ફોન નંબર લખી દો. આ ફોર્મ જણાવેલા સરનામે પાછું મોકલી આપો અથવા કાઉન્સિલની કોઈ પણ ઓફિસ કે લાઇબ્રેરીમાં આપી દો.

Gujarati/ ગુજરાતી

आगर आप इस जानकारी के बारे में किसी हिन्दी बोलने वाले व्यक्ति से बातचीत करना चाहते हैं, तो कृपया अपनी भाषा वाले खाने में सही का निशान लगा दें और अपना नाम, पता व टैलीफोन नम्बर लिख दें। फिर इस फॉर्म को इस पर दिये गए पते पर वापस भेज दें या इसे काउन्सिल के किसी भी दफ्तर या लाइब्रेरी में बुद जा कर दें।

Hindi/ हिन्दी

ਜੇਕਰ ਤੁਸੀਂ ਇਸ ਜਾਣਕਾਰੀ ਸੰਬੰਧੀ ਪੰਜਾਬੀ ਵਿਚ ਕਿਸੇ ਵਿਅਕਤੀ ਨਾਲ ਗੱਲਬਾਤ ਕਰਨੀ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਕ੍ਰਿਪਾ ਕਰਕੇ ਪੰਜਾਬੀ ਅੱਗੇ ਸਹੀ ਦਾ ਨਿਸ਼ਾਨ ਲਗਾਓ ਅਤੇ ਆਪਣਾ ਨਾਮ, ਪਤਾ ਅਤੇ ਟੈਲੀਫੋਨ ਨੰਬਰ ਲਿਖੋ। ਇਸ ਫਾਰਮ ਨੂੰ ਦਿੱਤੇ ਹੋਏ ਪਤੇ 'ਤੇ ਵਾਪਸ ਭੇਜੋ ਜਾਂ ਕਿਸੇ ਵੀ ਕੌਂਸਲ ਦਫਤਰ ਜਾਂ ਲਾਇਬ੍ਰੇਰੀ ਵਿਚ ਜਾ ਕੇ ਦੇ ਦਿਓ।

Punjabi/ ਪੰਜਾਬੀ

اگر آپ ان معلومات کے بارے میں کسی ایسے فرد سے بات چیت کرنا چاہتے ہیں جو آپ کی زبان بولتا ہو تو براہ کرم اپنی اس زبان پر تک کا نشان لگائیے اور اپنا نام، پتہ اور ٹیلیفون نمبر نیچے لکھ دیجئے۔ اس فارم کو دیئے گئے پتے پر واپس بھیجا دیجئے یا کونسل کے کسی بھی دفتر یا لائبریری میں جا کر دیدیجئے۔

Urdu/ اردو

Si vous voulez discuter ces renseignements avec quelqu'un qui parle votre langue, veuillez indiquer quel est votre langue, et écrivez votre nom, adresse et numéro de téléphone. Vous pouvez soit envoyer ce formulaire à l'adresse indiqué, soit déposez-le à n'importe quel bureau de la municipalité ou bibliothèque.

French/Francais

如果你想與會說你的語言的某人討論這些信息，請在註明你語言的方格畫勾，同時寫下你的姓名、地址和電話號碼，遂把這張表格寄交有註明的地址，或者交給任何一間市政辦事處或圖書館。

Chinese/ 中文

Haddii aad dooneysid inaad macluumaadkan kala hadashid qof afkaada ku hadla fadlan sax ku dhig luqadda aad dooneysid isla markaana qor magacaada, addareeskaada, iyo lambarka telefoonkaada. Foomkan ku soo celi addareeska lagu siiyey ama gacanta ku gee kownsilki kasta ee aad doontid ama laybareerigi kasta ee aad doontid.

Somali

I require a copy  in Braille  on tape  in large print

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## Useful Telephone Numbers:

### Area Housing Offices

Ruislip	01895 250122
Uxbridge	01895 277778
Hayes	01895 277608
Yiewsley	01895 277778

### For Repairs

01895 556600
01895 556600
01895 556600
01895 556600

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Housing Department, Civic Centre

Uxbridge Middlesex UB8 1UW

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