

# Tenancy Conditions



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## Introduction

This booklet contains your conditions of tenancy. It has been produced following a collaborative process involving residents' representatives, members of the council and officers. In addition, the council's tenants have been consulted. The aim has been to produce a set of conditions which are clear and easy to understand. It now combines the tenancy conditions for secure tenancies, flexible tenancies, introductory tenancies and non-secure tenancies. As a result, you will see that some clauses vary according to the type of tenancy you have.

The booklet sets out the rights and obligations of your tenancy. It is an important legal document and should be kept in a safe place. If you want further advice and information please contact your housing office.

By post:

Housing and Community Services  
Wandsworth Council  
Town Hall  
Wandsworth High Street  
SW18 2PU

Central area team (020) 8871 5333

Eastern area team (020) 8871 7439

Southern area team (020) 8871 7482

Western area team (020) 8871 5530

Visit us at:

Housing and Community Services Reception  
90 Putney Bridge Road  
SW18 1HR

Email: [hms@wandsworth.gov.uk](mailto:hms@wandsworth.gov.uk)

Website: [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

The information section at the end, which does not form part of the tenancy conditions, lists various agencies from which you may also be able to obtain further information and advice.

Revised 5 January 2009. Updated for new tenants from 1 March 2013

# Definitions

<b>Tenant</b>	The person(s) to whom we have granted the tenancy.
<b>Household</b>	Includes any person living in your home.
<b>Property</b>	Your home and any land for which you pay rent.
<b>Communal areas</b>	The shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading to or from your home. Grassed, cultivated, drying and play areas, forecourts and other shared areas within estate and block boundaries.
<b>Other charges</b>	These include charges for heating, hot water and the use of a shed or garage.
<b>Fixtures and fittings</b>	These include: <ul style="list-style-type: none"><li>• installations for supplying or using gas, electricity and water</li><li>• built-in furniture</li><li>• internal fixed glass</li><li>• basins, sinks, baths and toilets</li><li>• pipes, ducts, tanks, wires, cables, switches, boilers and storage heaters</li><li>• fixed wall, floor or ceiling coverings, other than carpets</li></ul>
<b>Housing office</b>	The council's housing department or residents' management organisation or co-operative.

# Interpretation

Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council a discretion.

# Types of tenancy

When you move into a council property, you have agreed to enter into a legal contract with Wandsworth Borough Council and become the council's tenant. You have to sign your acceptance of the tenancy conditions, which gives you the right to stay in the property provided you do not break any of them.

You can get a further copy of your tenancy conditions from the council's Housing and Community Services Department at **90 Putney Bridge Road, SW18 1HR** or from the website.

Your responsibilities as a tenant apply to you, your friends and relatives and any other person living in or visiting your home, including children.

There are four types of tenancy:

- introductory tenancy
- secure periodic tenancy (called a "secure tenancy" in these tenancy conditions unless the context shows otherwise)
- flexible fixed-term tenancy (called a "flexible tenancy" in these tenancy conditions unless the context shows otherwise)
- non-secure tenancy

These are described as follows:

## Introductory tenancy

Unless you are transferring from a secure tenancy, a flexible tenancy or an assured tenancy with a registered provider of social housing (also known as a housing association), you will start your tenancy as an 'introductory tenant'.

Your introductory tenancy will last for one year unless you were an assured shorthold tenant of a registered provider of social housing immediately before being offered the tenancy. If this is the case, your time in this tenancy will count towards your introductory tenancy period and you will be advised of the length of your introductory tenancy, and of the type of tenancy that will follow, by your housing office. If you do not break any of the tenancy conditions during this time, you will automatically become a secure or flexible tenant.

If, during your introductory tenancy, you break any of the tenancy conditions, we will take action to end your tenancy.

By law, during your introductory tenancy, you do not have the same rights as a secure or flexible tenant. You cannot do the following:

- apply for the right to buy your property
- vote for a change of landlord
- sub-let part of the property or take in a lodger
- apply to exchange your tenancy

## Secure tenancy

By law, as a secure tenant you have the right to stay in the property for an indefinite period of time. We will not interfere with this right unless we have to take action because of reasons given in the Housing Act 1985 or any future law. We will take action if you break any of the tenancy conditions. We cannot evict you from the property unless we can prove grounds to do so to a court and the court grants an order for possession. As a secure tenant you will enjoy a number of rights not available to introductory or non-secure tenants.

## Flexible tenancy

A flexible tenancy lasts for a fixed period of time (normally five years unless there are special circumstances). You will enjoy many of the rights which are available to secure tenants. If you break any of the tenancy conditions during your flexible tenancy we will take action and we may apply to the court to evict you. We do not have to give you another tenancy when the fixed term ends. Before your tenancy ends, we will decide in accordance with our Tenancy Policy whether to offer you another tenancy and, if so, what length of tenancy to offer. If we decide not to grant you another tenancy on the expiry of the flexible fixed-term tenancy, we will give you at least six months' notice in writing. The notice will give reasons for the decision and tell you about your right to request a review of the decision. If we decide not to give you another tenancy we can ask the court to make a possession order requiring you to vacate the property.

## Non-secure tenancy

Some tenancies are neither secure, flexible nor introductory. These are known as non-secure tenancies.

These may apply if, for example:

- a property is linked to your job
- a property is let to you temporarily
- you sub-let the whole of the property
- you do not live in the property as your main home

If you are a non-secure tenant you will not have the right to:

- buy your property
- succession for members of your family
- exchange your tenancy with another tenant
- ask for another contractor to do an urgent repair when the repair has not been done in time
- sub-let part of the property
- compensation for improvements

# Your conditions of tenancy

## Your tenancy

### 1. Using the property

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You must live in the property as your main or only home.

You must not run a business or trade from your home without first obtaining our written permission. We will not refuse permission unless we feel that the business is likely to cause a nuisance to other people, or damage to the property. If we do give permission for you to run a business from your home, and it causes a nuisance, we will withdraw the permission. Please note planning consent and building approval may also be required.

The director of housing reserves the right to withdraw any permission granted under the tenancy conditions to run a business if other permissions are not obtained. You can get further advice on these from your housing office or the town hall.

### 2. Purchasing another property

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While you are a tenant you must not purchase another property, either on your own or jointly with another person and sub-let it without first obtaining our written permission.

### 3. A change in the type of tenancy

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#### Secure and flexible tenants

If you do not live in the property as your main home or you sub-let it, you will no longer have a secure or flexible tenancy. You will become a non-secure tenant as described in the types of tenancy section, **non-secure tenancy**. You can get more information and advice from your housing office.

#### Introductory tenants

If you do not live in the property as your main home, or you sub-let it, you will no longer have an introductory tenancy. You will become a non-secure tenant as described in the types of tenancy section, **non-secure tenancy**. You can get more information and advice from your housing office.

### 4. A change in the occupants/ occupancy

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You must notify the council in writing, within 28 days, of any long-term change in the people who are living in the property.

You must tell your housing office if you are going to be away from the property for more than 12 weeks. We will then know you have not abandoned the property. This information will be kept confidential.

### 5. The right to take lodgers

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#### Secure and flexible tenants only

As a secure or flexible tenant, you are allowed to take in lodgers, but you must tell us immediately if you do so.

#### Introductory and non-secure tenants only

You are not allowed to take in lodgers.

### 6. Overcrowding

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You must not allow your property to become overcrowded by other people living or staying there. A full definition of overcrowding, together with the permitted number of people that are allowed to occupy the property, is stated in your rent card/label letter.

### 7. Sub-letting your property/ other people living in the property

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#### Secure and flexible tenants

You must not transfer, hand over or sub-let the whole property to another person. You must not sub-let or hand over a part of your property without first obtaining the written permission of the director of housing. This will not be withheld unreasonably if you are a secure or flexible tenant.

#### Introductory and non-secure tenants

You must not transfer, hand over or sub-let all or a part of your property in any circumstances.

# Your conditions of tenancy

## 8. Serving a notice

You must send any written notice by post to the Housing and Community Services Department, Town Hall, Wandsworth High Street, SW18 2PU or by hand to the Housing and Community Services Reception at 90 Putney Bridge Road, SW18 1HR. If we have to send you a written notice, it may be posted or delivered by hand to the property or to your last known address, or handed to you in person or fixed to the property.

Notices include a notice to quit, notice of seeking possession (s.83 Housing Act 1985), forfeiture notice (s.146 Law of Property Act 1925), break notice, statutory notice following death of a flexible tenant (s.90 Housing Act 1985), notice relating to recovery of possession of a flexible tenancy (s.107D(3) & (4) Housing Act 1985), notice of variation of rent or conditions of tenancy (ss.102 & 103 Housing Act 1985) and introductory tenancy notices.

## Your rent

### 9. Paying your rent and other charges

The rent, water and sewerage and all other charges are due, in advance, on Monday every week. You must pay your rent, water and sewerage charges in full in accordance with the payment arrangements which we have told you about.

If you withhold your rent without good reason, you could be left with a large amount of arrears to pay and the risk that a court order for possession might be made against you. In fairness to all tenants, we encourage you to pay your rent in full and on time and to seek professional advice before withholding your rent for any reason.

You can get more advice about paying your rent and other charges from your housing office or the town hall.

### 10. Changes in your rent

We can change your rent and other charges at any time. We have to give you 28 days written notice of any change in your rent and the change must start on a Monday, but we can change your water and sewerage charges at any time.

Our usual practice is to increase the rent and other charges no more than once a year in April, although this does not preclude a change in rent or other charges at any other time in the year when necessary.

## Ending a tenancy

### 11. Ending your tenancy

#### A. How you can end your tenancy

##### Secure, introductory and non-secure tenants

You can end your tenancy at any time by giving us at least 28 days notice to quit in writing. The tenancy must finish on a Monday. In the case of joint tenants, one tenant can end the tenancy by giving us notice in the same way, regardless of the views of any other joint tenant(s).

##### Flexible tenants

You can end your tenancy at any time by giving us at least 28 days written notice, or any such shorter period as we may in writing allow, to expire on a Monday and the fixed term will then end on that date. In the case of joint tenants, one tenant can end the tenancy by giving us notice in the same way, regardless of the views of any other joint tenant(s).

This right:

- i) may also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
- ii) is in addition to the statutory right of termination given by s.107C of the Housing Act 1985.
- iii) does not affect the right of either you or us to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

#### B. How we can end your tenancy

##### Secure tenants

If we apply to the court to terminate your tenancy for any of the reasons listed in condition 12, we must give you at least 28 days notice in writing of our intention to do so, except where the notice is based on nuisance or other anti-social behaviour, in which case we can start court proceedings to terminate your tenancy immediately. The notice must end on a Monday.

# Your conditions of tenancy

## Flexible fixed-term tenants during the fixed term

### Statutory grounds

Providing your fixed term tenancy is secure we may end it by obtaining an order of the court for possession of the property and by the execution of the order. We may seek such an order on any of the statutory grounds for possession.

### Break notice

If your fixed term tenancy is not secure then we may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice'). However, this right does not apply if the only reason why your fixed term tenancy ceases to be secure is because the landlord condition of s.80 of the Housing Act 1985 is not satisfied.

Without prejudice to the above, if your fixed term tenancy is not secure then we may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:

- a) the sole tenant has died, or
- b) all joint tenants have died.

### Forfeiture

Without prejudice to the above,

- if your fixed term tenancy is not secure or
- if any of the conditions of the tenancy are not performed or observed or
- if any of the statutory grounds for possession exist we may forfeit the tenancy
- by serving proceedings seeking possession of the property or
- by re-entering the property or any part of it

and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then we will not forfeit by re-entering the property.

Forfeiture does not affect the right of either you or us to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended. Furthermore:

- i) Water, sewerage and all other charges are recoverable as if they are rent.
- ii) This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

## Flexible fixed-term tenants after the fixed term

Providing your fixed term tenancy or any tenancy arising when it ends remains secure we may seek a court order to evict you by following the statutory procedure in s.107D of the Housing Act 1985. In summary, this means:

- i) Giving you not less than six months' written notice:
  - (a) stating that we do not propose to grant another tenancy on the expiry of the flexible tenancy,
  - (b) setting out our reasons for not proposing to grant another tenancy, and
  - (c) informing you of your right to request a review of our proposal and of the time within which such a request must be made.
- ii) Giving you not less than two months' written notice stating that we require possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
- iii) Carrying out any review that you seek.
- iv) Obtaining a court order.

If your fixed term tenancy has ended and it was not secure when it ended then you may be a trespasser.

If your fixed term tenancy has ended and it was secure when it ended but has subsequently ceased to be secure then you may become a trespasser after service by us of a notice to quit.

## Introductory and non-secure tenants

If you are an introductory or non-secure tenant, we must give you 28 days notice in writing of our intention to terminate your tenancy. The notice must expire on a Monday. Having served the notice we still have to get a court order for possession.

# Your conditions of tenancy

## C. When you leave (all tenants)

When you move out of the property, you must leave it vacant. In addition, the property must be in good repair, free from damage and clean. This also applies to communal areas, sheds and garages for which you are responsible. You must remove all your belongings and any rubbish. If you leave anything behind we will remove it and you will be charged for the costs of removal and/or storage. You will also have to pay for any repairs or other works that we have to carry out at the end of your tenancy, which were your responsibility, or were caused by a breach of your tenancy conditions.

You must return all keys, fobs, entry-call keys and parking permits to your housing office when you move out of the property. Rent will be charged if we are unable to get access to the property because vacant possession has not been given and/or the keys have not been returned to the council.

## 12. Reasons why we might terminate your tenancy

### Secure and flexible tenants only

There are a number of reasons why we might have to apply for a court order to end your tenancy. This list provides a brief summary of the statutory grounds for possession which are set out in full in schedule 2 of the Housing Act 1985. You or your professional advisers should look at the Act for the precise wording and effect.

1. If you do not keep up to date with your rent or you breach any of the conditions in your tenancy.
2. If you or a member of your household or a visitor does anything which causes, or is likely to cause, a nuisance to anyone in the local area, or uses or allows your home to be used for immoral or illegal purposes or commits a serious criminal offence in the locality.
3. If your partner or a member of the family has left home because of your violence or threats of violence against them and they are unlikely to return to live with you.
4. If you or anyone living with you damages any part of the property or the communal areas either deliberately or by neglect.
5. If you or any of your friends or relatives damages or vandalises our furniture.
6. If you deliberately gave us false information to get the tenancy or encouraged someone else to do so.
7. If you received any financial gain for agreeing to a mutual exchange.

**Note:** This does not apply when a payment is made by the council under the mutual exchange incentive payment scheme.

8. If your home is connected to the place where you work, such as a school caretaker, and your behaviour has been improper or unsuitable.
9. If you are staying in temporary accommodation while works are carried out to your previous home and you have already agreed to return to your previous home when the works are completed, but do not do so.

### Situations where the council may have to move you out of your home

In the following cases, if we have to move you out of your home, we have to provide you with suitable alternative accommodation. This must meet the reasonable needs of you and your family. If you refuse an offer of suitable alternative accommodation we may have to apply to the court for an order for possession to end your tenancy.

10. If your home is overcrowded (see condition 6).
11. If we have to move you out of your home so that we can get in to carry out repairs or other necessary works.
12. If your home is within the area of an approved redevelopment scheme.
13. If your home is linked to a job and we need to give it to another employee.
14. If the property has been specially designed or adapted for people with disabilities, or is reserved for people with special needs and:
  - (a) no-one in your household needs that type of accommodation and
  - (b) we need it for a person with similar special needs.
15. If the tenancy passed to you when the previous tenant died and is too large for your needs.

Eviction may result from any of the above reasons. However, each case will be considered on its merits.

### Introductory and non-secure tenants

We do not have to rely on any of the reasons given above for terminating your tenancy.



# Your conditions of tenancy

## Use of the property

### 13. Co-operating with the landlord and access

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Council employees, agents or contractors may need to enter your home at reasonable times to inspect it or carry out repairs or other work and we will expect you to agree to this. We will tell you when we intend to call. You should always ask to see an identity card before letting anyone into your home to carry out their duties.

If we have given notice but you fail to let us in, we may force entry if we believe that there is a risk of injury or damage to the property or other properties, for example where we need access to service or carry out other works to any gas installations in the premises. We may charge you for any reasonable costs we incur.

In the case of an emergency we may have to enter your home without giving notice.

Our usual practice is to give at least 24-hours written notice that we need access to your property, although in an emergency this may not always be possible.

### 14. Looking after the property

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You must look after the property and the communal areas. For example, you must not put anything heavy on your balcony or roof garden that might damage the structure. You must also take care not to damage our fixtures and fittings. You are responsible for repairing any damage to the property which is caused deliberately or negligently by you, your lodgers, friends, relatives, visitors or any other person living in the property. You will also have to pay for the cost of repairing any damage to any other property or to the communal areas which was caused deliberately or negligently by you, your visitors, lodgers or any other person living in the property.

### 15. Alterations and improvements

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You must not make any alteration, improvement or addition to the property or its fixtures, fittings and outbuildings without our written permission. This will not be unreasonably withheld. Please note planning consent and building control approval may also be needed.

The director of housing reserves the right to withdraw any permission granted under the tenancy conditions to alter, improve or add to the property if other required permissions are not obtained. You can get more advice about these from your housing office or the town hall.

You must not alter the outside of the property in any way without our written permission. For example, you must not fix a security grille to your external doors or windows or put up a satellite dish, aerial or other telecommunications equipment to the exterior of the building. This rule also applies to garages, greenhouses, sheds, pigeon lofts, parking spaces, driveways and walls.

You must not remove, alter, replace or plant any hedge, fence or tree at the property without first getting our written permission.

We will refuse permission for large hedges and trees if we reasonably believe that they may cause a nuisance to neighbours.

#### Secure tenants

You have the right to claim compensation in certain circumstances for improvements you have carried out to the property at the end of your tenancy.

We will not unreasonably withhold permission from a secure tenant to alter the outside of the property in any way.

#### Flexible, introductory and non-secure tenants

You do not have the right to claim compensation for improvements.

### 16. Taking care of your garden and balcony

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You must keep your garden and balcony areas tidy and free from rubbish and maintain your garden to a reasonable standard. You must not hang anything over the balcony walls or rails or from windows, for example; washing. You must not do anything on your balcony which is likely to cause a nuisance to other people such as allowing water to escape, holding barbecues or keeping animals.

# Your conditions of tenancy

## 17. Taking care of the communal areas

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You must not block these areas, or do anything that might cause problems for people using the footpaths, passages or communal areas. In particular, you must keep lifts and fire exits clear and free from rubbish.

You must look after the communal areas such as stairways and passageways, keep them as clean and tidy as possible and clean them as reasonably requested by us.

## 18. The risks of fire, flood and other damage

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You must not keep inflammable materials, liquids or gases in the property other than may be reasonably required for domestic use or do anything, which might cause a fire, flood or other damage to the property.

If you live in a flat or maisonette, you are not allowed to keep or use liquid petroleum gas, other than that in disposable containers such as aerosols which comply with the current British Standard for disposable cylinders and which have a maximum capacity of one litre. The number of such cylinders must be limited to that reasonably required for domestic use.

You must not store dangerous or offensive substances in the communal areas.

## 19. Parking and vehicle repairs

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You must not park any motor vehicle on the property or the communal areas other than a car, motorbike or other similar-sized vehicle. In particular, you must not park a caravan, boat, trailer or business vehicle on the property or the communal areas without first obtaining the written permission of the director of housing. This will only be given in exceptional circumstances.

You must only park your vehicle in proper parking bays, parking spaces, car parks, estate roads and garages. In particular, you must not park on any forecourt, including block or estate entrances and garage areas, grassed areas, areas marked with yellow lines and/or boxes, and you must not park in a way which might cause an obstruction. If there is a local parking regulation scheme in force, you must keep to the rules of that scheme.

You must not park any vehicle which is untaxed, uninsured or is not roadworthy on the property (other than in an integral garage) or the communal areas.

You must not carry out major repairs including engine changes, body part replacements and paint spraying, to any vehicle on the property or communal areas. You may carry out routine maintenance such as changing of tyres, plugs and oil, providing that this does not cause a hazard or nuisance or annoyance to neighbours. In particular, when changing oil you must not allow it to foul roadways or paths. You must not pour oil, petrol or any other chemical substance down drains or gullies. You will be responsible for the cost of remedying any damage caused to the property or communal areas, as a result of vehicle repairs and maintenance that you have carried out.

## 20. Dogs and other animals

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You, your friends, relatives, visitors and any other person living in the property, including children, must not do any of the following:

- keep a dog at the property without first obtaining our written permission, which will not be unreasonably withheld, delayed or withdrawn. If permission is given, it will be on condition that the dog is micro-chipped and relevant owner details recorded and kept up to date
- keep any animal which is unsuitable, such as wild, dangerous or poisonous creatures or livestock
- cause a nuisance by breeding any animals or birds at the property, allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our employees, agents or contractors
- allow animals to foul in the communal areas of the property or on footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically
- feed pigeons, squirrels and other vermin either at the property or in the communal areas
- allow your property to become unhygienic

If any animal causes a nuisance we will ask you to remove it from the property.

If you live on an estate where dog byelaws are in force you must keep to the rules of the scheme.

# Your conditions of tenancy

## 21. Display of notices

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You must not display any notice which is visible from outside the property that is inflammatory, offensive or defamatory in content.

Election notices and notices relating to community events may be displayed.

## Property repairs and maintenance

## 22. Repairs which are the council's responsibility

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We are responsible for repairs to the structure and exterior of your home and we have to keep the installations in the property for gas, electricity and water supplies, heating and hot water, in good repair and working order. We are also responsible for drains, basins, sinks, baths and toilets.

## 23. Repairs and decorations which are the tenant's responsibility

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You are responsible for keeping your home clean and in a good state of repair and decoration. You are also responsible for renewing or replacing the following items, in so far as they are not the council's responsibility under condition 22:

- broken windows
- tap washers
- sink and bath plugs
- chains and pulls to W.C. cisterns
- blocked wastes to sinks, baths and lavatory basins
- damaged locks, lost keys, door furniture, knockers, letter boxes and gate catches
- sash fasteners, casement fasteners and window stays
- all door and window keys
- fireplace tiles
- any other similar items and any damage due to negligence

Your responsibility for repairing broken windows extends to all internal glazing and any external glazing where the damage is your fault or the fault of another member of your household or a visitor. You are not permitted to effect repairs or replace any glazing on windows above the ground floor and the council will therefore carry out any necessary works to repair such damage and charge the reasonable costs to you. In other cases of damage to external glazing, we will carry out necessary repairs.

We may carry out the repairs if you and your household are not able to do or arrange the work yourself because of your age, or a disability, or other special reasons.

## 24. Floor coverings

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If your property is a flat within a block, we may require you to keep all the floors in the property substantially covered with material suitable for substantially reducing the transmission of noise.

We will not generally require this unless another resident in the block has complained about noise transmission from your property and we are bound by a similar obligation under a lease relating to another flat in the block.

## 25. Decoration

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We will decorate the exterior of your home, exterior woodwork and communal areas as necessary. If our contractors damage your decorations during the course of any works, we will decorate or make good the damage, taking into account the damage caused and the existing standard of decoration. This does not apply where the works were necessary because you had breached your tenancy obligations.

## 26. General services

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We will take reasonable steps to keep all lifts, communal lighting, entry-call, shared laundry facilities, communal aerials and domestic refuse facilities in repair.

# Your conditions of tenancy

## 27. Repairs

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We will take reasonable steps to keep the communal areas in good repair, tidy and free of rubbish.

If you report a defect to us, we will take reasonable steps to put it right within a reasonable time.

For details on the council's repair target response times, contact your housing office.

## 28. Reporting defects

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You must let us know immediately of any defects in the property or the communal areas, which need to be repaired.

## 29. Legal remedies

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By law, we must remedy any defects in the property which could damage your health. If you tell us about defects such as these and we fail to remedy them, you have the right to apply to the courts for an order, forcing us to carry out our duties.

## Anti-social behaviour

### 30. Complaints about neighbours

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We will take reasonable steps to investigate your complaints and will take action where appropriate. We will do all we can to help solve any problems with your neighbours and will take firm action against neighbours who cause a nuisance.

### 31. Causing a nuisance

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This is a list of things that you, your lodgers, friends, relatives, visitors and any other person living in the property are not allowed to do whilst in the London Borough of Wandsworth or the area which is local to the property:

- breach the tenancy conditions
- do anything which causes or is likely to cause a nuisance to anyone living in the borough of Wandsworth and/or the local area
- do anything which interferes with the peace, comfort or convenience of other people living in the borough of Wandsworth and/or the local area
- cause damage to property belonging to other people or council property in the borough of Wandsworth and/or the local area
- harass anyone in the borough of Wandsworth and/or the local area because of his or her race, colour, nationality, culture, sexuality, gender, age, marital status, religion or disability
- use the property for any criminal, immoral or illegal purpose
- threaten or harass or use violence towards anyone in the borough of Wandsworth and/or the local area
- threaten or harass or use violence towards council employees, managing agents or contractors
- use or threaten violence towards anyone living in the property

Any breach of the tenancy conditions by anyone living in or visiting the property, or where there is a joint tenancy, by one of the joint tenants, will be treated as a breach by the tenant. If you are evicted it is likely you will be considered to have made yourself 'intentionally homeless' and consequently not be entitled to rehousing by the council.

# Your conditions of tenancy

These are examples of anti-social behaviour which might cause us to take legal action against you:

- using or threatening to use violence
- hate crime or harassment due to race, religion, faith, disability, age, gender or sexual orientation
- creating noise at a level that is intrusive or disturbing to neighbours including: music, T.V., radio, DIY, banging and slamming doors and noise outside the property, e.g. car stereos, shouting, etc.
- damaging property
- drug or alcohol abuse and drug dealing
- playing ball games close to properties
- skateboarding and cycling and other similar activities on footpaths and balconies
- dumping rubbish
- being drunk in public so as to cause a nuisance
- criminal activity in properties
- graffiti and other markings
- domestic disputes e.g. shouting etc
- throwing things out of windows
- not keeping your pets under control and allowing dogs to bark and foul
- breaking shared security, for example allowing strangers to get into the building
- not controlling your children properly

## 32. Domestic violence and abuse

You must not use or threaten to use violence or abuse, including psychological abuse, against any other person living with you, nor against their children. Psychological abuse could include insulting and humiliating behaviour, denying a person the right to see family or friends, extreme jealous, possessive or irrational behaviour. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to evict you from your home.

## Compensation

### 33. Liability for damage

If there is any claim for compensation by or against us because of damage or negligence, every effort will be made to resolve the matter as quickly as possible.

## Insurance

### 34. Insurance

We will insure the structure of the building against certain risks, together with our fixtures and fittings, but we are unable to insure your furniture and possessions. You should seek advice from an insurance broker or insurance company about the best insurance cover for your needs.

## Consultation

### 35. Consulting with residents

#### Secure, flexible and introductory tenants

We will seek your views on housing management matters. Full details of our consultation arrangements are available from your housing office.

#### Non-secure tenants

You do not have the right to be consulted on housing management matters.

### 36. Changes in your tenancy conditions

#### Secure, flexible and introductory tenants

We will seek your views on any proposals for changing the conditions of your tenancy except for changes in the amounts of rent, water, sewerage and all other charges.

#### Non-secure tenants

You do not have the right to be consulted on any proposals for changes in your tenancy conditions.

# Information

## Exchanging your tenancy

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### Secure and flexible tenants

You have the right to exchange your tenancy with another secure or flexible tenant, or certain assured tenants of a registered provider of social housing, provided that you both have written permission from your landlords. Permission can only be withheld on certain grounds, for example:

- (a) if either party is required to give up possession under a court order
- (b) if possession proceedings have been started against either party or a notice seeking possession has been served and is still in force
- (c) if either party or any member of their household has behaved in an anti-social way and action including a suspended possession order, injunction, anti-social behaviour order or a demotion order against them is in place or is being sought
- (d) the accommodation is considered unsuitable for the new tenant's needs
- (e) the accommodation is linked to the tenant's job
- (f) the property has been adapted for a disabled person
- (g) the property is in sheltered accommodation

We may ask you to pay any rent arrears or put right any other breach of the tenancy agreement before we give permission for the exchange to take place.

You should contact your housing office if you need more information about this.

### Introductory and non-secure tenants

You do not have the right to apply to exchange your tenancy.

## Rights of Succession

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### Secure tenancies that began before 1st April 2012 and all introductory tenancies

When you die your tenancy will pass to your husband, wife or civil partner if they were living with you at the time of your death. This is called 'succession'. If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family, including your partner, if they had been living with you continuously for the 12 months before your death. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

### Secure and flexible tenancies that began on or after 1st April 2012

When you die, your tenancy will pass to your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if they were living with you at the time of your death. No other family member can succeed to your tenancy. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

### All tenancies

By law, a second succession is not possible, but we may agree to give a new tenancy to a relative, partner or carer in certain special circumstances. Your housing office will give you more information.

Should you succeed to a tenancy and then transfer to another council tenancy, including by way of a mutual exchange, you will still be classed as a successor at the new property. The only time that this will not apply is if there is a break of more than six months between one tenancy ending and the next one starting.

### Non-secure tenants

You do not have succession rights.

## A change of circumstances

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Other members of the household should let us know if the tenant dies.

# Information

## The right to buy your property

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### Secure and flexible tenants

In certain circumstances you have the right to buy your property. You should contact the home ownership team if you need more information about this.

### Introductory and non-secure tenants

You do not have the right to buy your property.

## Right to repair

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### Secure and flexible tenants

Your right to repair means that in certain circumstances, if we do not do certain urgent repairs in time, you can ask for another contractor to do the work. If the second contractor does not do the work on time, you may be able to claim compensation. You should contact your housing office for more information about this.

### Introductory and non-secure tenants

The right to repair scheme does not apply to you.

## Access to information

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Details of our policies for allocating housing and housing transfers are available at the Housing and Community Services Reception, 90 Putney Bridge Road, SW18 1HR or on our website ([www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)).

You have the right to see information in accordance with the Data Protection Act and the Freedom of Information Act, but we may charge a fee for this.

## Where to go for advice

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If you would like more information about your rights as a secure, flexible, non-secure or introductory tenant, you should contact your housing office or any of the following organisations:

- a solicitor or local law centre
- your local Citizens Advice Bureau
- your local councillor (details of how you can contact your local councillor are available from your housing office, your local library or the town hall)
- your local residents' association

## Complaints

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If we do not meet our responsibilities under these tenancy conditions, you can do the following:

- contact your housing office
- use our internal complaints procedure (you can get details from your housing office)
- speak to your local councillor

Once you have exhausted the internal complaints procedure you then have the choice to:

- have your case considered by a designated person (Member of Parliament or local councillor), or
- wait eight weeks and go directly to Housing Ombudsman
- you can get details from:  
Housing Ombudsman Service  
81 Aldwych  
London  
WC2B 4HN  
Telephone: 0300 111 3000  
Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)  
Fax: (020) 7831 1942
- take us to court (a list of advice agencies is given in the "Where to go for advice" section).

If you have questions about this booklet or if you need it in an alternative format (eg. large print, Braille or audio tape) please call (020) 8871 6800.

Email: [housinginfo@wandsworth.gov.uk](mailto:housinginfo@wandsworth.gov.uk)

[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)