

London Borough of Tower Hamlets

The Rules For Your Tenancy Agreement

Effective from 5 June 2023





Tenancy Agreement



☐ This is a probationary tenancy (Section 124 Housing Act, 1996) ☐ This is a secure tenancy

Your tenancy begins:

LBTH						
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Previous address

Was your previous home a LBTH tenancy? ☐ Yes ☐ No

If Yes, V2 disclaimer completed & copied to exporting office ☐

1. Property details

Rent no.

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Address	
Postcode	

Number of beds ☐ Permitted number ☐ Floor level ☐ Property type ☐

Base rent		
Service element		
Concierge/CCTV		
Heating/hot water		
Total charge payable		

This property is subject to the London Borough of Tower Hamlets' tenancy rules. In accordance with the Landlord & Tenants Act, 1987 you are notified that the address at which notices (including notices in proceedings) may be served by you on your landlord, the London Borough of Tower Hamlets, is: **Tower Hamlets Homes, Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ.**

2. Tenant details

Tenant's full name	Title	First Name	Surname
	Email	Mobile	

Joint tenant's full name	Title	First Name	Surname
	Email	Mobile	

Date of birth

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Date of birth

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Names of all people who will live in this accommodation

Relationship to tenant

Date of birth

Next of kin	Title	Full Name	Phone
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3. Acknowledgement by tenant

☐ I/we have received ☐ entrance keys and ☐ other keys ☐ I/we understand & accept the London Borough of Tower Hamlets Tenancy Rules set out in this document

Signed Tenant		Date	
Signed Joint tenant		Date	
Signed For LBTH		Date	
Print Name			

4. Tenancy Agreement

No.

Address

Postcode

Photo 1

Photo 2

Name

Name

5. To be completed by the successor tenant only

Photo

☐

I acknowledge that I am a successor to the above named tenant under the provisions of sections 87-89 of the Housing Act 1985 as amended by the Localism Act 2011.

☐

I have received a copy of the London Borough of Tower Hamlets' tenancy conditions which I understand and accept.

Signed
Successor tenant

Date

Print Name

Signed
Signed For
LBTH

Date

Your tenancy agreement

This tenancy agreement is a legal document and once you sign it and become a tenant you agree to follow the Rules in this agreement. It also includes Rules which we must follow as your landlord. We are serious about enforcing these Rules, so please take the time to read them, keep them safe and help us to make your neighbourhood a better place to live.

If you made a false or misleading statement or withheld relevant information from us to get this tenancy, we will take legal action to end your tenancy. You must tell us about any changes to your or other household members' circumstances that affect your occupation of the property before you sign this agreement.

Personal Information and Photographs – Fair Processing Notice

We collect and process personal information to allow us to allocate homes and manage and improve services. This may involve sharing your personal data with other organisations that are contracted to carry out services on our behalf. This includes, but is not limited to, services provided to you such as repairs but also services delivered to us such as fraud detection provided by credit reference agencies.

Under the General Data Protection Regulation (GDPR) 2018, these organisations must keep your personal details secure. When we share information, we will draw up an agreement with the organisation that we need to share the information with. This is so that both sides understand why the information is being passed on, and what it can be used for.

We may pass on certain personal information to other organisations (such as local authorities, the courts or the police) where this is requested or we have a legal requirement to do so such as during a criminal investigation, a court case or to report benefit fraud.

1. By signing this agreement you agree that we can use the personal information you give us in accordance with the GDPR 2018 for the purpose of detecting and preventing fraud.

2. By signing the Tenancy Agreement you agree to us taking a full face, uncovered photograph of you at the beginning of your tenancy, and in the future, whether at your home or at our offices. This is for the purpose of detecting and preventing fraud. We will keep a copy of your photograph with our records.

Prevention of Fraud

Social Housing Fraud takes a number of forms:

- i.** fraudulently obtaining social housing;
- ii.** illegally subletting social housing;
- iii.** Right to Buy fraud.

To combat social housing fraud we will:

Take photographs of new and existing tenants. Carry out a programme of tenancy checks, tenancy audits and visits to investigate fraud including checking photographic ID and proof of residency such as utility bills.

Your Tenancy Agreement

Unless otherwise stated the rules in this section apply to **ALL** tenants.

Understanding your tenancy agreement is very important because it is a legal document. If there is anything in this agreement which you do not understand, you should speak to us or get advice from the Citizen's Advice Bureau or a solicitor before you sign it.

Rule 1 – What Your Tenancy Agreement Means

- A.** By signing your tenancy agreement you are agreeing to become the Council's tenant and are entering a legal contract.
- B.** Your neighbours, who are Council tenants, have exactly the same rights and responsibilities as you. Your responsibilities apply to you, your friends and relatives and any other person living in or visiting your home including children.
- C.** There are three kinds of tenancies: probationary tenancy; non-secure tenancy; and secure tenancy, which includes tenants in tenant management organisations (TMOs).
- D.** This agreement is for all three kinds of tenancy. It tells you which parts apply to each type of tenancy.
- E.** This agreement gives you the right to live in the property.
- F.** If a court finds you guilty of anti-social behaviour, the court may decide to change your secure tenancy to a demoted tenancy. This will affect your rights (for example, the right to buy your home, exchange your home or pass your tenancy on to someone else).

Rule 2 – Applies to probationary tenants only

- A.** Unless you are transferring from a secure tenancy, an assured tenancy with a local authority or private registered provider or you are fleeing domestic abuse, you will start your tenancy as a "probationary tenant".
- B.** Your probationary tenancy will last for one year (or 18 months if we decide to extend it). If you do not break any of the tenancy rules during this time, you will automatically become a "secure tenant".
- C.** If you break any of the rules during your probationary tenancy, we will take action to either extend it to 18 months or ultimately to end your tenancy.
- D.** As a probationary tenant you must attend a six-month review of your tenancy and any other reviews asked for by us.
- E.** Probationary (known as introductory tenants in the Housing Act 1996) have succession rights in accordance with section 131 of the Act.
- F.** By law, during your probationary tenancy, you do not have the same rights as a secure tenant. You cannot do the following:
 - apply for the right to buy your home;
 - apply to exchange your home;
 - improve your property, without getting our permission first.

Rule 3 – Applies to non-secure tenants only

A. Non-secure tenants include those:

- in temporary accommodation pending works to their home;
- whose accommodation is tied to their employment such as residential caretakers;
- in accommodation provided by Homeless Services.

B. When your non-secure tenancy ends you will not automatically become a secure tenant.

C. If, during your non-secure tenancy, you break any of the rules, we will take action to end your tenancy.

D. By law, a non-secure tenant does not have the same rights as a secure tenant. You cannot do the following:

- apply for the right to buy your home
- vote for a change to a new landlord;
- take in a lodger;
- sublet part of your home;
- assign or exchange your home with another.

Rule 4 – Applies to secure tenants only

A. Security of Tenure

We will not end your right to be in your home unless you break any of these rules or where there are other legal reasons - these are called "grounds for possession".

B. Assignment

You should not assign your tenancy, that is hand it over to someone else, unless there is a Court Order to do so or because of a legal provision - if in doubt ask us.

C. Lodgers

You can take in lodgers as long as your property does not become overcrowded. Please let us know in writing that you have taken in a lodger.

D. Subletting

- You must not give up possession or sublet part of your home without first getting written permission from us (which will not be refused without a good reason). Permission will not be given for Airbnb or similar short-term sublettings.
- You must not give up possession or sublet the whole of your home (or sublet part of your home and then the rest at a later date). This includes NOT allowing your home to be used for short term holiday renting (e.g. Airbnb).

Rule 5 – Rules from this point on apply to all tenants

Succession

- i.** If you are a joint tenant, when you die the tenancy will pass automatically - through a process called survivorship - to the other joint tenant as long as they occupied the property as their only or principal home at the time of your death.
- ii.** If you are a sole tenant, when you die the tenancy will pass to your spouse or civil partner if they occupied the property as their only or principal home at the time of your death, or a co-habitee/partner who had been residing with you for the last 12 months as long as they occupied the property as their only or principal home at the time of your death.
- iii.** If you are a sole tenant and do not have a husband, wife, civil partner or partner, the tenancy can pass on to a member of your family (this includes parent, grandparent, child, grandchild, brother, sister, uncle, aunt, niece or nephew and stepchild) who had been residing with you for the last 12 months as long as they occupied the property as their only or principal home at the time of your death.
- iv.** If a family member (not a surviving spouse or civil partner) succeeds to the tenancy we may make an offer of suitable alternative accommodation if the succession results in the under occupation of your home.

Rule 6 – Spending time away from your home

- A.** Whenever you are going to be away from home for more than one month you must let us know in writing. You must tell us:
 - i.** full details of the arrangements made by you for others to look after your home while you are away;
 - ii.** the period of time you expect to be away and your expected date of return;
 - iii.** a contact address and telephone number where you will be staying. This is in case an emergency arises and we need to gain access to your home.
- B.** You will remain responsible for making sure that all of the rules in this booklet are followed and you will have to continue to pay the rent while you are away.
- C.** If you are going to be away for more than three months you should get our written permission to have someone look after your home before you leave.
- D.** If permission has not been given before the absence arrangement, legal action may be taken to recover the property.

Rule 7 – Overcrowding

You must not overcrowd your home. You should let us know if someone moves into or out of your home or when a baby is born.

Rule 8 – How we can end your tenancy

- A.** We will give you at least four weeks formal written notice if the council intend to ask for a court order for possession of your home.
- B.** If we have to give you written notice we will do this by:
 - delivering it to you personally; or
 - delivering it to your home; or
 - sending it by first-class or recorded delivery post to your home; or
 - any other method approved by law.
- C.** This rule applies to any Notice of Seeking Possession, Notice to Quit, Notice to Terminate and other notices, whether or not under these rules.

Rule 9 – How you can end your tenancy

You must give four weeks written notice to us before giving up your home. You must make sure that any such notice ends on a Monday. Notice by one joint tenant ends the rights of all joint tenants and brings the tenancy to an end.



Rule 10 – Moving out of Your Home

A. When you move out of your home you must:

- i.** hand in the keys of your home to the office which manages the property, on or before the date the notice expires;
- ii.** give us vacant possession, that is, make sure that no one else is left there;
- iii.** make sure that you do not leave behind any rubbish, furniture or other belongings;
- iv.** make sure that your home is left clean, tidy and in a hygienic condition;
- v.** make sure that any changes you have made to the council's fixtures, fittings and decoration have been made good unless you first got written agreement from us to make the changes.

B. If you do not do any of the above (A: i-v) we will, as necessary:

- get new keys cut;
- remove anything left in the property or if it is of some value, store it for up to six months;
- make good any changes or damage caused by you, your household members or visitors;
- charge you the cost for doing any of these things (such as getting new keys cut, storage or clearance etc.); you will also be responsible for paying the rent while we make any of these arrangements.

C. The new tenant will not be held responsible for any breach of Rule (A) above.



Rule 11 – Anti-social behaviour

- A.** You are responsible for:
- i.** your own behaviour;
 - ii.** the behaviour of your children;
 - iii.** the behaviour of anyone else living with you, permanently or temporarily;
 - iv.** the behaviour of anyone visiting your home;
 - v.** the behaviour of any pet which we allow you to keep (see Rule 31).
- B.** Behaviour includes conduct that takes place:
- i.** in your home;
 - ii.** in other people's homes;
 - iii.** in communal areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas;
 - iv.** in the local area which includes play areas, streets, shopping areas, community buildings and facilities and our offices serving your area.
- C.** You, or any person living with you, permanently or temporarily, or any visitor to your home, must not do anything which harasses, causes a nuisance, annoyance or disturbance to anyone else or carry out or encourage to carry out any acts of anti-social behaviour.
- D.** Anti-social behaviour includes but is not limited to:
- i.** Hate Crime - any act motivated by someone else's race, ethnicity, religion, gender, sexuality, or disability or where the person complaining of the act believes it to be so motivated;
 - ii.** violence or threats of violence towards any person in the local area; this includes domestic abuse (see Rule 12);
 - iii.** abusive or insulting words or behaviour;
 - iv.** stalking or threatening to stalk someone;
 - v.** damage or threats of damage to property belonging to another person including damage to any part of a person's home or to property owned by the Council;
 - vi.** writing or spraying any graffiti including that which is threatening, abusive or insulting;
 - vii.** noise nuisance including playing loud music, shouting or banging and slamming doors;
 - viii.** dumping rubbish or throwing things out of windows or off balconies;
 - ix.** carrying out criminal activity in your home including prostitution or supplying drugs;
 - x.** not keeping pets under appropriate control including allowing dogs to roam free on the estate (see also Rule 31 D);
 - xi.** breaking shared security, for example allowing strangers into the building through the door entry system;
 - xii.** not looking after children properly including allowing them to play ball games close to someone else's home or allowing young children to be out in the block or on the estate unsupervised late in the evening or in the early hours of the morning;
 - xiii.** any other act calculated to interfere with or cause inconvenience to another person.
- E.** You must not harass or threaten to harass or use or threaten violence to employees of the Council, its agents and contractors. This applies whether or not they are carrying out their duties for the Council. You must not cause, allow or encourage anyone else to do so.
- F.** If you have been convicted of an arrestable offence, committed in your home, communal area or local area we can obtain a Court Order to evict you. An arrestable offence is a legal term. It does not mean every crime for which someone is arrested.

Rule 12 – Domestic Abuse

- A.** You must not threaten or carry out any act of domestic abuse or violence against any person (including children) living in the property.

Domestic abuse is any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse and includes physical, emotional, psychological, sexual and financial abuse carried out by someone living at the same address or who has lived at the same address and who now lives in another Council owned property and will be sufficient reason to seek possession of the perpetrator's home.

Coercive control is defined as an act or pattern of acts of assaults, threats, humiliation or abuse that is used to harm, punish or frighten their victim. This includes isolation, exploitation, deprivation of independence, and regulating behaviour.

- B.** If it is proven that actual or threatened domestic abuse or violence has taken place then you could face legal action by the Council. This may result in your home being repossessed.

Rule 13 – Safeguarding

The Council takes safeguarding issues very seriously. You must not abuse or mistreat a child or vulnerable adult. If, as a result of any such abuse or mistreatment, a child or vulnerable adult is endangered or taken into care, we may seek possession of your home and evict you.

Rule 14 – Gang Related Behaviour

- A.** You, or any member of your household or any visitor must not be involved in gang related activity or violence. This includes using or threatening to use violence, or verbally assaulting other people residing in the locality, so that they leave the property.

- B.** If you or other members of your household or visitors who are identified as being involved in, or potentially involved in, gang activity co-operate with us and/or our partner agencies, we will take this into account when considering tenancy enforcement action.

Rule 15 – Running a Business

- A.** We do not intend to stop you working from home, but we do want to prevent homes being used for any commercial use which adversely affects your neighbours. These include but are not limited to:
 - i.** repairing and maintaining vehicles;
 - ii.** any business using noisy equipment such as industrial sewing machines; and
 - iii.** using controlled substances such as chemicals.
- B.** You must get our permission if you want to run as a business from your home. Before we give permission you must get – any planning permission, building regulation approval, insurance if applicable or licence you need for the business or trade.
- C.** If the business you are running with our permission causes a nuisance the permission shall be withdrawn.

Rule 16 – Access to your home

Our responsibilities

- 1.** All our officers, agents and contractors carry ID cards. Remember to always ask for identification before letting anyone into your home.
- 2.** We will only enter your home if an adult over the age of 18 is present.
- 3.** If we have to force entry to your home in an emergency, we will make your home safe afterwards and, if we change the locks, tell you where and how to collect the new keys.

- A.** You must allow our officers, contractors and agents access to your home on production of suitable identification.
- B.** We will normally give you at least 24 hours' notice in writing if we want to come into your home, unless there is an emergency, in which case we may enter without notice to prevent damage to property or injury to persons, for example, if there is a gas or water leak.
- C.** You must let our officers, agents and contractors come into your home (to inspect it or do work on it or for any other reason) if we have given you 24 hours' notice in writing.
- D.** You must make sure that an adult 18 or over is present to let us into your home, if we have given you 24 hours' notice in writing.
- E.** If we have asked to come into your home but you do not let us in, we may ask the court to order you to let us in and give us permission to force entry if required.
- F.** Where we have to force entry, you will be liable for the costs, including making the property secure, unless you had good reason not to provide access.
- G.** If we need you to leave your home for a while, so we can do work, you must leave your home for as long as necessary.
- H.** If you move out while we do work on your home, you must return to your home when we ask you to and you must leave your temporary home clean and tidy. You will normally continue to pay the same rent throughout your temporary move.

Rule 17 – Reporting repairs

You must let us know as soon as possible of any repair which needs to be made to your home.

Rule 18 – Structure and exterior of your home

Our responsibilities

We will make sure that the structure and exterior of your home (which includes things like drains, gutters and external pipes) is kept in repair.

Rule 19 – Installations to your home

Our responsibilities

We will keep in repair and working order installations in your home:

A. for the supply of water, gas and electricity and for sanitation (including sinks, showers, baths and toilets);

B. for heating or hot water.

By law we have to inspect gas appliances every year to make sure that they're safe and you must allow us access to do this – see rule 16.

Rule 20 – Communal areas and facilities

Our responsibilities

Communal areas and facilities include halls, stairways, entrances, foyers, landings, lifts, parking areas, shared gardens, lawns and landscaped areas.

We will keep in repair:

A. the structure and exterior (which includes drains, gutters and external pipes) of the communal area (which includes entrances, halls, staircases and roofs) where disrepair

(or failure to maintain in working order) affects the use of your home or communal area;

B. communal facilities (which includes any lifts, lighting, rubbish chutes, television aerials and entry phones) where disrepair (or failure to maintain in working order) affects the use of your home or the communal area.

Rule 21 – Repairs for which we are not responsible

Repairs for which we are not responsible

We will not:

A. rebuild or reinstate your home in the case of destruction or damage by fire or by storm, flood or other such accident;

B. keep in repair and working order fixtures, fittings and appliances in your home that are not provided by the Council;

C. carry out repairs which are made necessary by you not using your home in a reasonable manner or if you have not followed these rules;

D. repair or maintain anything which belongs to you or which you are entitled to remove from your home;

E. decorate your home unless it proves necessary after we have carried out repairs; we may, if we chose, give you an allowance towards making good any damage to the internal decorations.

Rule 22 – Standard of repair

Our responsibilities

We will make sure that when we or one of our contractors carry out repairs or improvements to your home they will be done to an adequate standard.

Rule 23 – Repairs you are responsible for

A. You must:

- i. use your home in a “tenant like manner”. This means you must look after your home by, for example, cleaning the windows, replacing fuses, unblocking sinks and turning off the water if you are going away for a long time in winter;
- ii. you must minimise the risk of condensation by using any ventilation such as extractor fans provided, keeping furniture away from walls to allow air to circulate and providing a balance of heating and ventilation throughout your home;

- iii. keep your home and any fixtures and fittings provided by the Council clean and in good condition or decorative order.

Our responsibilities

if you are elderly or disabled and live alone we will carry out most minor repairs for you - please check with us.

Rule 24 – Fixtures and fittings

- A. You must not remove any of the Council's fixtures and fittings from your home without getting our written permission first and you must not damage or otherwise misuse any of them.

- B. Any reinstatement by you will require the Council's written approval to confirm that the work has been done properly.

Rule 25 – Alterations and Improvements

- A.** You must not carry out any improvement works to your home without getting our written permission first (which will not be refused without a good reason).
- B.** You must not put up any television or radio aerial or satellite dishes without getting our written permission first and any other consents which are necessary, such as planning permission.
- C.** You must not fix or display any notice or advertisement to the outside of your home without getting our written permission first.
- D.** Hard Floor Coverings
 - i.** You must not install laminate floor covering or sanded floorboards in the property, other than:
 - (a) on the ground floor; and then
 - (b) only if there is no-one living beneath you, without first obtaining written permission from the Council;
 - ii.** where you seek permission to install new flooring or coverings, particularly laminate, wooden or similar flooring, we will consider the potential noise nuisance for others and we reserve the right to make our permission, if granted, conditional on you taking such steps as are necessary and may be specified to ensure proper sound insulation;
 - iii.** if you fail to comply with the requirements to ensure proper sound insulation or other conditions of consent, we will consider taking legal action to seek the appropriate remedy which may include (but is not limited to) entering the premises to carry out the necessary work. If such action is taken, we shall charge you for this;
 - iv.** any existing laminate flooring and sanded floorboards can remain only if there are no complaints from the neighbours or a nuisance to others living in adjacent properties. If there are complaints, then we will require you to remove the floor covering in the property or take measures to minimise noise being transmitted to adjacent properties.

Rule 26 – Paying for damage

You must pay us the cost of:

- i.** special cleaning if you've allowed your home to become dirty or infested by vermin such as cockroaches or mice or if you don't clear up the local area after your pet has fouled;
- ii.** repairing any damage done to your home or its fixtures or fittings caused by your misuse or that of other people who live in or visit your home, for example, if you lock yourself out or break a window;
- iii.** replacing any of the Council's fixtures or fittings removed while you were living there unless you got our written permission first;
- iv.** clearing any blocked toilets, drains or rubbish chutes caused by your misuse or carelessness;
- v.** any work we carry out to remove any alteration or modification to your home, including removing any grilles, gates and doors, that we have not given you permission to put in place;
- vi.** at the end of the tenancy, a secure tenant may be entitled to compensation for improvements carried out with our consent, in line with the relevant law.

Rule 27 – Use of your home

- A.** You must make sure that you, members of your household and visitors to your home:
 - i.** take reasonable care of your home and do not cause any damage to property owned by the Council;
 - ii.** do not do anything in your home, communal area or local area which interferes with or is likely to interfere with another person's occupation of their home, or their ability to visit the estate, free of such interference;
 - iii.** do not do anything which interferes with, or is likely to interfere with, the business of any of our staff or contractors on or near your home.
- B.** You must live at your property as your only or principal home.

Rule 28 – Owning or renting another property

- A.** During your tenancy you must not own or rent another property, alone or with someone else, which it would be reasonable for you to live in as your home. If you do, we may take action to end your tenancy.
- B.** You must immediately tell us if you own, inherit, buy or rent any other property, alone or with someone else. If we discover that you have a legal or beneficial interest in another property or are renting another property, we will require you to provide evidence that this property is not your principal home. If you inherit property, you will not be in breach of Rule 27B until you have owned that property for more than 12 months.
- C.** In deciding whether you have broken Rule 27B we will consider whether:
 - i.** the property is fit to live in;
 - ii.** you use the property as a holiday home and it is only suitable for that purpose;
 - iii.** the property is suitable for your household, taking into account the size of the property, your employment and income, any disability or medical problems you or a member of your household has.

Rule 29 – Getting rid of your rubbish

You must:

- A.** Use a chute, bin chamber or dustbin to get rid of your rubbish which should be suitably bagged. Items which may cause an injury, such as broken glass, should be carefully wrapped or your caretaker contacted.
- B.** Use the facilities provided and/or any reporting requirements in place to arrange for the disposal of any bulk rubbish that cannot be disposed of in the bin, chute or bin chamber. You must NOT leave any bulk items outside your home, on the estate or in the street.

Rule 30 – Infestation

- A.** You must not do anything which encourages insects, pests or vermin in either your home or communal areas - this includes bulk storage of foodstuff's, leaving scraps of food out or feeding pigeons.
- B.** You must let us know as soon as you become aware of any infestation of your home or communal area by insects, pests or vermin such as ants, cockroaches, mice or pigeons and allow access for any professional treatment to get rid of them from your home or block - (see Rule 16. Access to your home).



Rule 31 – Pets

- A.** You may keep a dog, cat or a small caged pet or fish in a small aquarium if your property is suitable and you have written permission from your housing officer.
- B.** If you want to replace any dog, cat, caged pet or fish or any other animal for which we have given permission, you must notify us in writing and obtain our permission to keep the new animal or pet.
- C.** If permission is given to keep a dog or dogs, it will be on condition that each dog is micro chipped and relevant owner details recorded and kept up to date.
- D.** The dog(s) must not cause any damage to your home or cause nuisance, danger or harm to any other person in or around the locality.
- E.** You are allowed to keep assistance dogs for either yourself or members of your household.
- F.** Permission will not be granted for dogs covered by the Dangerous Dogs Act or other legislation.
- G.** We will not, normally, grant permission to have more than 2 dogs, cats or other pets and we will not give permission if we think your home is unsuitable for your pet or would cause a nuisance or danger to any other person.
- H.** Permission to have domestic pets may be withdrawn at any time.
- I.** You are not allowed to breed or sell pets from your property or in and around the locality.
- J.** You must not keep an animal or pet on a balcony or any shared area.
- K.** Your households' or visitors' pets must not be allowed to foul the inside of your property or any communal areas.
- L.** Under the Control of Dogs Order (1992) a dog must wear a collar and tag giving the owner's name/address at all times while in public and must be kept on a lead and muzzled at all times when walking on estates.
- M.** You must not allow your dog to roam free in any communal area or on the estate.
- N.** We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.
- O.** You must not keep livestock or any wild animal as a pet.

Rule 32 – Outside space

- A.** If you have a garden, patio or balcony you must:
 - i.** keep it tidy and free from household rubbish and furniture;
 - ii.** not plant, lop or remove any tree without getting our written permission first;
 - iii.** not put up a shed or other structure, including any screen without getting our written permission first.
- B.** You will have to repay us the cost of clearing overgrown gardens or removing dumped items.

Rule 33 – Fire safety

- i.** You must not:
 - A.** obstruct any communal areas such as access balconies, corridors, landings or staircases either serving your home or any other part of the estate. This includes putting up any screens on balconies;
 - B.** place anything other than a purpose made door mat outside your front door;
 - C.** use a barbeque or patio heater on or directly under a balcony;
 - D.** fit grilles in any communal or shared areas;
 - E.** fit grilles to your windows and doors;
 - F.** hoard or store any items either inside or outside your home that create a fire hazard, including any private balcony;
 - G.** use or store LPG cylinders or appliances, petrol, diesel, fuel, paraffin, dangerous chemicals or any other similar substance in any part of your home or in any shed or garage you rent under licence;
 - H.** store or charge any mobility scooter, scooter, motorcycle, moped or bike in any communal area;
 - I.** keep any moped, motorbike or similar vehicle, or any other machine driven by an engine, inside your home;
 - J.** smoke, or allow your visitors to smoke, in any enclosed communal areas;
 - K.** interfere with any fire safety sign or fire safety equipment;
 - L.** keep open any fire doors.
- ii.** You must:
 - A.** make sure that any smoke or fire alarm in your home is in working order and tell us if any are not working;
 - B.** remove immediately any grille, gate or door that we have not given you permission to install to any part of the property or where any previously granted permission has been withdrawn;
 - C.** inform us immediately if you or a household member is required to use a medical oxygen cylinder in your home;
 - D.** have any gas cooker or other gas appliance installed by a registered gas installer.

Rule 34 – Chimneys

If your home has a chimney you are responsible for getting the chimneys swept at least once a year.

Rule 35 – Parking and Garages

- A.** You are only allowed to park a vehicle in designated parking spaces. If the estate or area is covered by a controlled parking scheme you are only allowed to park in the designated parking spaces for which you have a valid permit. All permits must be clearly displayed on the vehicle unless you are part of a virtual permit scheme in operation by LBTH. You must comply with the enforcement requirements of any controlled parking scheme.
- B.** You must not park or allow other members of your household or your visitors to park on any estate road, communal area or access way. You must not park any heavy goods vehicle or any vehicle that can carry more than eight passengers in a designated space. You must not park any motorhome, caravan or commercial vehicle (other than a small van or taxi) without obtaining written permission from us first.
- C.** Any vehicle parked by you and/or your family members or visitors in a designated space must be in a roadworthy condition and be both taxed and insured. If your vehicle is not roadworthy you must have a SORN (Statutory Off Road Notification) to park it in a designated space.
- D.** Other than minor routine maintenance of your own vehicle you must not carry out or allow to be carried out any repairs to vehicles on the estate.
- E.** You must not park illegally or dangerously, abandon your vehicle or keep dangerous or unroadworthy vehicles. If necessary, we will remove and ultimately destroy such vehicles and charge you for all costs incurred.
- F.** Residents in car-free developments will have signed a Parking Permit Agreement prior to moving in and must keep to the conditions of that agreement.
- G.** You must not sell, sublet or allow others to use a garage allocated to you without getting our written permission first. You must not use a garage for any commercial purpose, to store any flammable substances or material that burns easily, or for storing goods other than a vehicle.

For information on parking and car free zones, and for details on the parking permit transfer scheme for applicants moving homes within car-free developments, please visit the council's website.

Rule 36 – Paying your rent

You must pay the rent and other charges due at the times and in the way detailed in your rent book, swipe card or other document supplied by us.

Rule 37 – Rent Increases

We will give you at least four weeks written notice of any change in the rent, heating charges or charge for other services.

Rule 38 – Rent/payment card

You must provide identification as requested by us before the issue/re-issue of your rent swipe card.

Rule 39 – Your financial responsibilities

- A.** As well as paying your rent and any other charges due, you must repay to us the cost of any work done or action taken by us because you break any of the rules in this agreement.
- B.** If you owe us any money, for example, for rent arrears, court costs, housing benefit overpayment, re-chargeable repairs or any other debt we can offset this against any money or discretionary payment we owe you.
- C.** You are responsible for paying all amenity charges such as gas, electricity, telephone, water rates and Council tax.



Rule 40 – Refunding you money

- A.** Where you pay for a service as part of your rent, like heating and hot water or a door entry system, and that service breaks down we may refund, at our sole discretion, any charges paid by you; subject to any minimum periods or minimum amounts that are in force at the time.
- B.** We may make any refunds or any other payment owed to you either by direct payment or, if we choose, as credit to your rent account - see also Rule 39B.

Rule 41 – Changes to these rules

Apart from any changes to the rent, heating charges and charges for other services (dealt with in Rule 37) we can only change these rules by:

- A.** writing to you explaining the proposed changes to these rules and giving you at least 20 days to comment on them;

- B.** after considering all comments made by our tenants we will write to you again - serving you a Notice of Change - giving you 28 days' notice of the new rules taking effect.

Rule 42 – Consents

Any reference in these rules to getting our written permission means that you still have to get any other relevant permission, consents, certificates etc. that are necessary in the circumstances.

Our responsibilities

If things go wrong

We try to provide a good service to all customers but we know that things can sometimes go wrong. If you feel that things have gone wrong tell us and we will try to put it right!

Definitions

- A.** "Rules" means the tenancy conditions contained in this booklet.
- B.** "You/your" means the tenant and any joint tenant(s).
- C.** "We/our/us" and "the Council" means the London Borough of Tower Hamlets, or any authorised contractor or agent appointed by the Council to carry out our Housing Management functions.
- D.** "Your home" means the property let subject to these rules and includes any garden, path, shed or other outbuilding let with your home. Any garage, parking space, hard standing garden or shed let under separate licence agreement, is not included.
- E.** "The block" means the building in which your home is situated.
- F.** "The neighbourhood" and "the estate" means the place where your home/block is.
- G.** "Communal area" means the parts of the block or neighbourhood where you live which all tenants can use, for example, halls, stairways, entrances, foyers, landings, lifts, parking areas, shared gardens, lawns and landscaped areas.
- H.** "Local area" means the whole of the locality including privately owned or housing association properties, play areas, streets, shopping areas, our offices, community buildings and facilities and all other council estates in the London Borough of Tower Hamlets.
- I.** "Rent" means the total amount payable by you to the council for the right to live in your home.
- J.** "Vehicle" means a car, van, motorbike, trailer, bike, caravan, boat, coach, minibus, and lorry and so on.
- K.** "Fixtures and fittings" means all appliances and furnishings in the property provided by the Council including installations for supplying or using gas, electric and water, kitchen units, bathroom suites, floor coverings, light switches, door furniture, any adaptation or equipment provided by the council's Occupational Therapy Service, furniture provided by Homeless Services etc.
- L.** "Improvement" means any alteration or addition to your home.
- M.** "Probationary tenancy" is also known as an introductory tenancy and lasts for 12 months only unless extended by us for a further 6 months. It is a provision of the 1996 Housing Act s.124. If you break one of the rules in this agreement we can end the tenancy by serving a notice on you and obtaining a court order before you become a secure tenant.
- N.** "Non-secure tenancy" means those tenancies provided for under schedule 1 and sections 63 (1), 65 (3) and 68 (1) of the Housing Act, 1985 and sections 188, 193 and 200 of the Housing Act, 1996 and any other such legal provision.
- O.** "Lodger" means a person who you allow to live in your home with you.
- P.** "Sublet" means giving another person the right to live in part or all of the property.
- Q.** "Written permission" means a letter or e-mail from us agreeing to your request to do certain things.

Compliments, comments and complaints

We always aim to offer excellent services but like any organisation we can make mistakes. We are always pleased to hear when we do a great job or if we get something wrong, and we welcome customer feedback so that we can learn from our mistakes and improve our services.

Filling out a comments, compliments or complaint form online

The following links will take you to the Council's compliment, comment or complaints forms. To make sure your complaint gets to the right people, please write 'THH' in the reference section.

- Give a compliment online
www.towerhamletshomes.org.uk/compliment
- Make a comment online
www.towerhamletshomes.org.uk/comment
- Make a complaint online
www.towerhamletshomes.org.uk/complaint

If you prefer to talk to Tower Hamlets Homes, please call us on **020 7364 5015**.

You can write to us at:

Tower Hamlets Homes, PO Box 66355, London E14 1GU.



Notes

