

THE ROYAL BOROUGH OF KENSINGTON & CHELSEA

1. SECURE TENANCY AGREEMENT

1.1 This agreement is made between:

THE LANDLORD The landlord is the Royal Borough of Kensington and Chelsea

THE TENANT(S) The persons listed in the box below are the tenants and where a joint tenancy exists they are both jointly and severally liable for all the terms of the tenancy.

Surname	First name	DOB and NI number

1.2 The landlord grants and the tenant accepts the tenancy of the property listed below starting on the tenancy commencement date specified including and subject to the following terms and conditions.

1.3 The landlord's main address

Town Hall
Hornton Street
London W8 7NX

This is the landlord's address for the serving of notices, including notices in court proceedings

1.4 False information

It is a term of this tenancy agreement that the tenant (or anyone acting for the tenant) must not have knowingly made a false statement to the landlord or the landlord's agent in order to obtain the tenancy.

1.5 Amendments to legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

1.6 Rights of third parties

The provision of the Contracts (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that not one of the terms of this tenancy agreement can be enforced other than by either the tenant or the landlord.

1.7 The property

This is the property let to the tenants(s) and the term "the property" when used throughout this agreement shall be construed accordingly.

Property address	Floor	Number of rooms

Date gas safety certificate provided	Value of decoration vouchers	Proof of ID and passport photo of tenant(s)

1.8 Persons residing in the property (other than the tenant(s))

Surname	Other name	Relationship to tenant	Date of birth

The maximum number of people who can occupy the property is [].

1.9 The rent and service charges

The tenancy is for an initial term of one week and continuing weekly thereafter until determined. The weekly rent and service charges is £ payable in advance on every Monday.

Charges	Amount
Rent	
Water and sewage	
Heating Charges/Hot Water	
Service Charge	
Community Alarm Service Charge	
Support Charge	
Other	
Total weekly payment	

1.10 Tenancy commencement date

This tenancy is a weekly periodic tenancy commencing on:

1.11 Keys

Key to	Number of keys	Issued by
Front door		
Rear door		
Communal door		
Sheds		
Windows		
Parking area		
Other locks		

THE CONDITIONS OF TENANCY

2. THE LANDLORD'S RIGHTS**2.1 Alteration to Rent and Other Charges**

The landlord may alter the rent and any other charges by giving the tenant four weeks notice in writing,

2.2 Variation of the Tenancy Conditions

The landlord has the right to change the tenancy conditions by giving the tenant four weeks notice and following statutory procedures.

2.3 Serving of Notices

The landlord or its agents has the right to serve notices or processes of any kind in connection with this agreement on the tenant in person by leaving them at the property or by sending them to the tenant at the property by ordinary pre-paid post.

2.4 Right of Entry to the Property

2.4.1 The tenant agrees that the landlord or their agents and contractors have the right of entry to the property on 24 hours' notice which need not be in writing or without notice in the case of an emergency (e.g. flood, fire, leaks) in the following circumstances:

- (a) To carry out repair or improvement to the property or to any other premises.
- (b) To make any installations in or to the property.
- (c) To carry out disinfestation, fumigation or pest control to the property if necessary.
- (d) To inspect and survey the property and where required by the landlord or its agents to prepare a list and record details of any alterations or additions, damage to or neglect of the property which are the responsibility of the tenant.
- (e) To carry out servicing of any gas or electrical supply or appliances at the property.
- (f) To comply with any statutory obligation of the landlord in respect of the property or any other premises.
- (g) To reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or addition to the property.
- (h) To do work in default where the tenant has failed to decorate or carry out minor repairs to the property as required by this agreement.
- (i) For tenancy related purposes and to allow photographs, video and/or sound recordings to be taken.

2.4.2 The tenant agrees that in the case of an emergency, if the landlord, its agents or contractors cannot obtain access to the property by other means within a reasonable time or immediately where necessary, and in the landlord's or it agent's reasonable opinion it is necessary to gain immediate access because:

- (a) there is an imminent risk of physical harm to any person or significant damage to the property or any other property; or
- (b) the property is unoccupied and inadequately secured against unauthorised entry or vandalism.

the landlord, its agents or contractors have the right to break into the property. The landlord, its agents or contractors may do whatsoever is reasonably required to deal with the emergency in an appropriate manner and will make good any damage caused when entering the property and afterwards secure the property against unauthorised entry.

3. THE LANDLORD'S OBLIGATIONS

3.1 Repairs and Maintenance

3.1.1 The landlord will keep in repair the structure, exterior of the building, common parts and all installations for the supply of water, gas, electricity, heating and sanitation, including baths, sinks and toilets provided. The landlord will not repair or replace the tenant's own appliances, fixtures or fittings.

3.1.2 The landlord is not responsible to undertake any repairs that have resulted from any deliberate act or neglect by the tenant or other persons residing in or visiting the property or any other third party. The landlord will not repair or replace any damage caused by a forced entry by the Police.

3.2 Decorations

The landlord will decorate the exterior of the property and the common parts as necessary. The landlord will not decorate the internal parts of the property, except in specific cases, if any, that are detailed in the Tenants Handbook

4. THE TENANT'S RIGHTS

4.1 Right to occupy

The tenant has the right to occupy the property without interruption or interference from the landlord for the duration of this tenancy (except for the obligation contained within this agreement to give access to the landlord, landlord's agent, or contractors) so long as the tenant complies with this agreement.

New additional clause:

During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy.

If you inherit a property this condition can only be broken once you have owned the property for more than 12 months.

In deciding whether you have broken this tenancy condition we will consider:

- whether the property is fit to live in
- whether you have acquired the property for use as a holiday home only and whether it is only suitable for that purpose

- whether the property is suitable for your household, considering the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances
- whether it would be reasonable in all the circumstances for you to sell the property.

4.2 Security of tenure

The tenant has security of tenure as a secure tenant so long as he/she occupies the property as his/her only or principal home in accordance with the terms of this agreement.

5. THE TENANT'S RESPONSIBILITIES

5.1 For the avoidance of doubt the tenant is responsible for his/her own actions and those of any other person (including children) living in or visiting the property and the term 'tenant' in this section shall be construed accordingly. The tenant will ensure that any other person (including children) living in or visiting the property will not do anything that the tenant is required not to do by this agreement.

5.2 Payment of Rent and Other Charges

The tenant will pay the rent and any other charges due under the terms of this agreement every week in advance. Any other charges or payments arising from legal proceedings in connection with this agreement will be deemed to be rent due in connection with this tenancy and may be added to the rent account for the property.

5.3 Repairs and Maintenance

5.3.1 The tenant **will** report all repairs and defects in the premises to the landlord or its agent immediately, with the exception of those listed in condition 5.3.2.

5.3.2 The tenant **will** undertake the repairs as listed below:

- (a) To unblock sinks and baths.
- (b) To repair door furniture like handles, letter boxes etc.
- (c) To repair or replace WC seats.
- (d) To replace tap washers.
- (e) To ease door and window hinges.
- (f) To replace plugs and chains.
- (g) To repair minor plaster cracks and internal decorations.
- (h) To repair electrical faults arising from the use of faulty appliances;
- (i) To repair or replace electrical plugs (not socket outlets), fuses and lightbulbs.

5.3.3 The tenant must not cause any damage to the property or any other property belonging to the landlord. The tenant must immediately repair any damage that has been so caused. If the tenant fails to carry out the repair to the landlord's or its agent's

satisfaction, then the tenant must give the landlord, its agent or contractors access to carry out any such repairs and the tenant will be responsible for the cost of having the repair carried out, together with any reasonable administrative expenses.

- 5.3.4 The tenant **will** pay for any damage caused from a failure of their own appliances that causes any damage to the property or any other property.
- 5.3.5 The tenant **will** decorate and keep in a clean and tidy condition the internal parts of the premises to a reasonable standard. In particular the tenant must not occupy the premises in a way that may cause infestation.
- 5.3.6 The tenant **will** be responsible for cleaning and replacing batteries in smoke alarms and must not disconnect any smoke alarm from the power supply.
- 5.3.7 The tenant **will** make good any damage caused by the Police during a forced entry to a reasonable standard.

5.4 Alterations to the Premises

The tenant will not, without first obtaining the written consent of the landlord or its agents:

- (a) Make any structural alterations or additions to the property
- (b) Remove or alter the landlord's fixed units, doors, fixtures or fittings.
- (c) Change or decorate the exterior of the property.
- (d) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property.
- (e) Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.
- (f) Remove or cut down any trees on the property.
- (g) Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or part of it or which the property is situated

This consent may be subject to conditions that the tenant will comply with.

New Additional Clause:

Alterations & internal decorations (laminated flooring) addition

As a secure tenant, you are not permitted, without first obtaining the written consent of the Council, consent not to be unreasonably withheld, to:

Lay any tiling, wooden or laminated flooring and will keep the floors of the property covered with suitable materials to minimise the transference of noise to other dwellings. If you have not asked for permission and the floor coverings cause subsequent noise nuisance, we will request that you remove the flooring and re-install with approved sound insulation and other suitable floor coverings, i.e., carpet.

5.5 Condition of the Property

The tenant must keep the property in a clean and satisfactory condition, including good decorative standard. The tenant is responsible for the cleaning of windows, extractor fans and undertaking minor repairs specified in section 5.3.2 in this agreement.

5.6 Common Parts and Areas

The tenant will keep the common parts adjacent to the premises clean, free from obstruction and tidy at all times and will pay for:

- a) The cleaning of lifts and communal areas if fouled by the tenant.
- b) The clearing of blocked rubbish chutes blocked by the tenant's rubbish.
- c) The clearing of refuse deposited by the tenant in the common parts.

5.7 Remediating Breach of Conditions and Charges

The landlord or its agents may take whatever steps are deemed necessary in respect of any breach of the tenant's responsibilities under this agreement, whether by way of making good, replacing, repairing, reinstating, removing, decorating, cleaning or otherwise putting right anything in or forming part of the property and its fixtures and fittings. For these purposes the tenant will provide access to the property on 24 hours notice or without notice in case of emergency to the landlord, its agents or contractors and will pay to the landlord on demand all reasonable costs incurred.

5.8 Parking

The tenant **will not** park any untaxed or un-roadworthy motor vehicle, commercial vehicle, caravan, boat, trailer etc on the landlord's land. The tenant will comply with any parking conditions issued by the landlord or its agents and not obstruct access to other property or the highway.

5.9 Gardens and Patios

The tenant will maintain any gardens, window boxes or patios to a reasonable standard.

5.10 Animals

The tenant will not keep at the property any animal without the prior permission of the landlord or its agents in writing, and will not keep the animal or pet at the property if permission is withdrawn by the landlord or its agents in writing. If permission is given, whether by the landlord or its agents, permission may be given subject to conditions and the tenant will comply with any such conditions. The landlord or its agents will not grant permission or will withdraw permission if the animal is or is likely to become a nuisance, annoyance or health hazard to any neighbour or person within the locality.

5.11 Residence

5.11.1 The tenant will reside continuously in the premises as their sole and principal home and is required to inform the landlord if not occupying for a period longer than three months with details of access arrangements.

5.11.2 The tenant will notify the landlord or its agent immediately of any changes in residence in the premises and must not overcrowd the premises.

5.12 Assignment and Sub-letting

- 5.12.1 The tenant will not assign the tenancy of the whole of the property except as permitted by section 91 of the Housing Act 1985 and will not in any circumstances assign the tenancy without the prior permission of the landlord or its agents in writing.
- 5.12.2 The tenant will not assign the tenancy of part of the property.
- 5.12.3 The tenant will not sub-let the whole of the property in any circumstances. If the tenant sub-lets the whole of the property the tenancy will cease to be secure and cannot become secure again.
- 5.12.4 The tenant will not sub-let part of the property without the prior permission of the landlord or its agents in writing. The landlord will not unreasonably refuse the tenant permission to sub-let part of the property.

5.13 Use of the Dwelling

The tenant or any persons residing or visiting the property will not use the premises for any illegal or immoral purpose or operate any business from it, or store any gas, petrol canisters, firearms, weapons or inflammable substance.

5.14 Transfers to another Council Dwelling

- 5.14.1 Prior to a transfer the tenant will:
- (a) Pay all outstanding monies owed to the landlord.
 - (b) Ensure the property is clear of all the tenant's belongings.
 - (c) Ensure the property is left in a clean and tidy condition on vacating.
 - (d) Ensure all minor repairs are carried out to a reasonable standard.
 - (e) Ensure all landlord's fixtures and fittings are left in a reasonable standard.
 - (f) Ensure the property is in a good decorative condition.
- 5.14.2 If the tenant was, at any time before the grant of this agreement, a tenant under another agreement with the landlord and has not yet paid all the rent and charges due from that other agreement will pay the outstanding rent and charges at the times and in the way set out in the schedule to this agreement.

Changed ASB Clauses:

ASB

- a) hate crime including but not limited to a crime against someone due to their disability, race, gender, sexual orientation, religion, age, ethnic background.
- b) intimidation of neighbours and others through threats or actual violence
- c) harassment, including racial harassment
- d) verbal or written abuse
- e) systematic bullying of children in the locality
- f) abusive behaviour aimed at causing distress or fear to certain people

- g) noise nuisance
 - h) dumping rubbish / fly-tipping
 - i) animal nuisance
 - j) vandalism, property damage and graffiti
 - k) Alcohol / drug related nuisance
 - l) Urinating in the communal and external parts
- and

You must not commit an indictable offence in, or in the locality of the property.

5.15 ~~Anti-Social Behaviour and Harassment~~

~~5.15.1 The tenant will not cause a nuisance or disturbance to any person or commit any acts of harassment to any person within the property, common parts or locality.~~

~~5.15.2 This will include (but is not limited to) the following:~~

- ~~(a) Harassment by reason of age, race, gender, religion, culture, sexuality mental health or disability.~~
- ~~(b) Violence or threats of violence to any persons~~
- ~~(c) Abuse or insulting words or behaviour.~~
- ~~(d) Drinking related offences.~~
- ~~(e) Damage or threat of damage to property belonging to another person.~~
- ~~(f) Writing graffiti on Council property.~~
- ~~(g) Threatening, abusive or insulting graffiti.~~
- ~~(h) Making unnecessary or excessive noise by any means whatsoever.~~
- ~~(i) Handling or storage of stolen goods or involved in any other criminal activity.~~
- ~~(j) Any act or omission calculated to inconvenience or interfere with the peace or comfort of any person.~~
- ~~(k) Damage to security systems, including closed circuit television equipment, door entry or alarm systems.~~

5.15.3 If the tenant is found to be in breach of this agreement the landlord may commence legal proceedings that may include possession of the property, injunctions, orders ~~arrest~~ and will work with other agencies to ensure a safe neighbourhood within the scope of the law.

5.16 Domestic violence - replaced

~~The tenant must not commit violence towards a husband, wife, partner or former husband or wife or partner or other member of the family. The tenant must not harass or use mental, emotional or sexual abuse that might be expected to cause anyone who lives with the tenant to leave the property. If there is a breach of this clause, the landlord may seek a possession order against the remaining tenant or occupier.~~

The tenant must not commit or threaten abuse or use violence which prevents, or is likely to prevent, anyone living in your home (including children) from being able to live there in safety and peacefully.

5.17 Drugs

The tenant must not store, use or supply drugs from or within the premises, common parts or any other of the landlord's property unless they are being stored for a lawful prescribed medicinal use. If the tenant breaches this clause, the landlord will co-operate with the Police and other agencies and this may result in possession of the premises or arrest by the Police.

5.18 Threats and Violence Against Staff

The tenant must not threaten, verbally abuse or assault any member of staff employed by the landlord, landlord's agent or any of its contractors working on their behalf. If the tenant breaches this the landlord may restrict the tenant's access to staff, contractors or offices in such circumstances as are considered by the landlord as appropriate and may also commence legal proceeding against the tenant.

5.19 Data protection

The tenant will allow the landlord or its agents to use any relevant personal information it holds and share it with third parties and statutory bodies (such as the Police) including, for the purposes of assisting in enforcing this agreement or the investigation of any crime. Any such disclosure will be in accordance with the Data Protection legislation or other relevant legislation and the landlord or the landlord's agent's policies on confidentiality. The tenant also allows the landlord or its agents to request information from third parties and statutory bodies to assist in enforcing this agreement.

5.20 Access

The tenant will allow and give the landlord, the landlord's agents or any of its contractors working on its behalf access to the property on 24 hours notice, which need not be in writing, for any of the purposes set out in the landlord's rights of entry in this agreement. In the case of any emergency where, in the landlord's or the landlord's agent's reasonable opinion it is necessary to gain immediate access because

- (a) there is an imminent risk of physical harm to any person or significant damage to the property or any other property; or
- (b) the property is unoccupied and inadequately secured against unauthorised entry or vandalism.

The tenant must give immediate access to the property or the landlord, the landlord's agent or contractors acting on its behalf may undertake a forced entry. The tenant will

not obstruct or prevent the landlord, its agents or contractors from gaining access to the property in any circumstances in which the landlord has the right to enter it under this agreement.

5.21 Lost keys

Unless the tenant lives in sheltered accommodation, the tenant must replace any lost key and change the locks if necessary.

5.22 Rubbish and refuse

The tenant must dispose of all rubbish and refuse securely, safely and hygienically and must dispose of any material that is not usually collected by the refuse collector. The tenant must not deposit or store any rubbish or unsightly materials against the outside walls of the property.

5.23 Terminating the Tenancy

The tenant may terminate the tenancy by giving the Landlord four weeks notice to quit in writing and signed by the tenant.

If and so long as the tenancy is a secure tenancy the landlord or its agents may terminate the tenancy by serving on the tenant the appropriate statutory notice and obtaining a court order for possession. If the tenancy ceases to be a secure tenancy the landlord or its agents may terminate the tenancy by giving notice to quit to the tenant.

5.24 At the end of the tenancy

5.24.1 At the end of the tenancy the tenant will pay all outstanding debts due under the terms of the tenancy leave and give up possession of the property and will make sure that no other person remains in occupation of it. The tenant will remove all their belongings and anything that belongs to another person and leave the property clear or refuse and empty, including carpets and flooring, except for fixtures and fittings that belong to the landlord.

5.24.2 The tenant will leave the property clean, in good decorative condition and free from pests and vermin, will make good any damage caused by the tenant, any visitor to the property or any person living in the property.

5.24.3 The tenant will leave the landlord's fixtures and fittings in a good state of repair, except those which are the landlord's responsibility to repair under legislation.

5.24.4 The tenant will return all keys of the property to the landlord's agent at the address given in this agreement by the end of the tenancy.

5.24.5 The tenant agrees that if any refuse, possessions, items or things which the tenant is obliged to remove are not removed from the property at the end of the tenancy the landlord or its agents may dispose of them in any way they see fit. The landlord or its agents will not accept any responsibility for anything left in the property at the end of the tenancy and the tenant agrees that the landlord or its agents do not have any obligation to store them.

5.24.6 The tenant will pay to the landlord on demand all costs incurred by the landlord as a result of the tenant not complying with this part of the agreement, including cleaning, disinfecting, fumigating, making good or repairing the property or any part of it or replacing fittings or fixtures in it, removing or making good any unauthorised additions

or alterations to the property, or evicting any person left in occupation of the property by the tenant at the end of the tenancy.

5.24.7 The tenant will also pay to the landlord on demand all costs incurred by the landlord replacing keys, changing locks and removing refuse or other items from the property.

5.24.8 All the keys must be returned at the end of the tenancy and any works undertaken as a result of the keys being lost will be re-charged to the tenant.

6. SIGNATURES

The tenant acknowledges the receipt of the keys, a copy of the tenant's handbook and agrees to all the terms within this agreement.

Signed tenant (1)		Date
Print name		
Signed tenant (2)		Date
Print name		
Signed landlord or agent		Date
Print name		