

Proposed changes to Tenancy Conditions

Text in bold italic indicates a change from the previous conditions of tenancy.

The following conditions contain information/requirements which will have an effect:

Table 1: Changes to all secure periodic tenancies starting before 1 March 2013 (consolidating the tenancy conditions from March 2013)

<p>Change: to include information on what a flexible tenancy is under 'Type of tenancy'.</p> <p>Effect: this change provides up-to-date information on the different tenancy types the Council grant, including flexible fixed term tenancies</p>
<p>There are four types of tenancy:</p> <ul style="list-style-type: none"> • 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 <p>Flexible tenancy</p> <p><i>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.</i></p>
<p>Change: to include information on how a flexible tenant ends their tenancy under Condition 11 'Ending your tenancy'.</p> <p>Effect: this change provides up-to-date information on how flexible fixed term tenants can end their tenancy</p>
<p>Flexible tenants</p> <p><i>You can end your tenancy at any time by giving us at least 28 days written notice, or any such shorter period as the Council 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, such a notice must be given by all joint tenants or with the written authority of all of them. Where the tenancy is joint a notice given by one tenant only will not be a valid notice.</i></p> <p>This right:</p> <ul style="list-style-type: none"> <i>i) may also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.</i> <i>ii) is in addition to the statutory right of termination given by s107C of the Housing Act 1985.</i> <i>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.'</i> <p>Flexible fixed-term tenants during the fixed term</p> <p>Statutory grounds</p>

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 there upon 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.

Change: to include under Condition 12 'Reasons why we might terminate your tenancy' for both secure and flexible

<p>tenants, 'commits a serious criminal offence in the locality'. Effect: this change brings all secure periodic and flexible tenancies into line and allows the Council to take enforcement action for serious crime.</p>
<p>Secure and flexible tenants only</p> <p>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 is convicted of a serious criminal offence and/or conducts serious anti-social behaviour in the locality.</p>

Table 2: Changes to all secure periodic tenancies starting before, on or after 1 March 2013 and will be applicable to all new flexible fixed term tenancies issued once these changes take effect

<p>Change: to include an addition to condition 13 'Co-operating with the landlord and access', specifying access may be required to carry out fire safety works or inspections, including the inspection of the front entrance door whilst open.</p> <p>Effect: to ensure the Council fulfils its obligations under the Fire Safety Act 2021.</p> <p>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. <i>This may include fire safety works or inspections, including inspecting your front entrance door when open to check it has a working self closing device.</i> 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.</p>
<p>Change: to include an addition to tenancy condition 14 'Looking after the property', to keep in line with the requirements set out in the Fire Safety Act.</p> <p>Effect: to ensure tenants are aware of their responsibilities in terms of taking care of and not removing the self closing device on their front entrance door, as this door forms part of the fire safety strategy to prevent the spread of fire.</p> <p><i>If you live in a flat or maisonette you must not remove, damage or otherwise interfere with the self-closing device on your front entrance door, as this is required to stop the spread of fire in the block. In the event your self-closing device is not working you must report it to the Council immediately.</i></p>
<p>Change: to include a new tenancy condition under the use of the property, Condition 17 'Lofts and basements', stating that they can only be used for storage with written permission from the Council.</p> <p>Effect: to prevent unauthorised access and conversions, damage to these areas or personal injury.</p> <p><i>Lofts and basements accessible from inside the property can only be used for storage with written permission from the Council.</i></p>
<p>Change: to include our fixtures and fittings and windows to Condition 22 'Repairs which are the council's responsibility'.</p> <p>Effect: to clarify the Council's repairing responsibilities.</p> <p>We are responsible for repairs to the structure and exterior of your home, including windows, 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 our fixtures and fittings, drains, basins, sinks, baths and toilets.</p>
<p>Change: to remove the below list from Condition 23 'Repairs and decorations which are the tenant's responsibility',</p>

including the paragraph referring to windows. To add that tenants are responsible for loss of keys/entry call fobs.
Effect: the list is outdated. Some of these items may be a result of communal issues – for example, blockage to sinks, bath or lavatory. Windows are part of the structure and as most are now double glazed the Council do not want tenants arranging repairs or doing any work to the windows regardless of height. Tenants are already responsible for the cost of repairing any damage deliberately or negligently under the tenancy conditions.

To remove:

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.

To add:

You are responsible for keeping your home clean and in a good state of repair and decoration. **You are responsible for loss of keys/entry call fobs.**

Change: to remove the reference to domestic disputes from Condition 31 'Causing a nuisance'. To add you are not allowed to use abuse towards anyone living in the property.

Effect: to ensure victims of domestic abuse do not feel they are in breach of their tenancy conditions because of the abuse they are suffering. This may include shouting, or what may seem like a harmless domestic dispute to others, when the behaviour towards them is abusive. To also protect others, such as lodgers, from being abused by others they live with.

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 **or abuse (as defined in Condition 32)**

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.

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* (**noise associated with domestic abuse, such as shouting, banging or slamming doors would not be considered an example of anti-social behaviour*).
- 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
- where children who are under your care and responsibility, use behaviour that causes nuisance or distress to others

Change: the wording has been amended in Condition 32 'Domestic Violence and Abuse', to incorporate the definition in the Domestic Abuse Act and to hold perpetrators of domestic abuse to account.

Effect: to protect victims of domestic abuse and hold perpetrators of such abuse to account.

Existing statement:

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.

Change to:

You must not use or threaten to use violence or abuse, against anyone who is personally connected to you, as either intimate partners; ex-partners; family members; or individuals whom you share parental responsibility for a child.

If you do subject someone who is personally connected to you to such violence or abuse, who is either living with you or living in the borough of Wandsworth we may take steps to evict you from your home.

Behaviour is abusive if it consists of any of the following:

- (a) physical or sexual abuse;**
- (b) violent or threatening behaviour;**
- (c) controlling or coercive behaviour;**
- (d) economic abuse;**
- (e) psychological, emotional or other abuse.**

Psychological abuse could include insulting and humiliating behaviour, denying a person the right to see family or friends, extreme jealous, possessive or irrational behaviour. Economic abuse can include restricting access to essential resources such as food, clothing or transport, and denying the means to improve a person's economic status (for example, through employment, education or training).