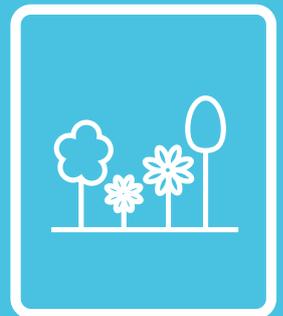
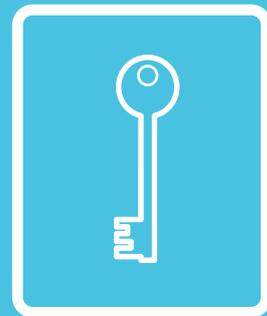
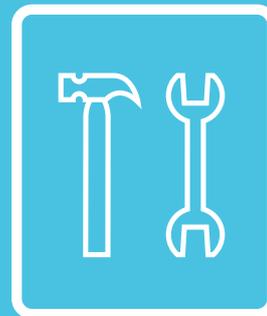
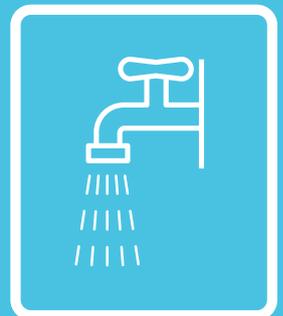
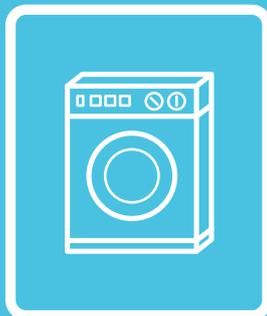
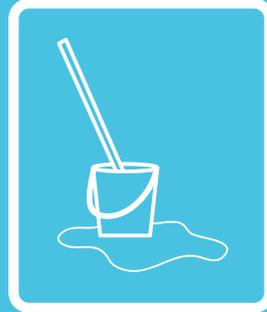


# Tenancy Agreement







# General terms

**This is your Tenancy Agreement. It is a legally binding document which sets out your rights and responsibilities as one of our tenants.**

**It is an important legal document and should be kept in a safe place.**

**Conditions of Tenancy are marked in red text as they are important, and you must comply with them.**

**If you break any of these tenancy conditions we may have to take legal action against you in the courts. This could lead to you losing your home.**

**For further explanation of anything contained in this document, please see our website.**

**Where 'you' is used in this agreement, it means you, all members of your household and any visitors to your property.**

**Where 'we' or 'us' is used in this agreement it means Enfield Council or any agent acting on its behalf.**

## 1.1 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, for example, 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 discretion.

## 1.2 What this agreement means

By signing the Tenancy Agreement you are entering into a legal contract with us to keep to all the conditions of your tenancy set out in this document.

This agreement is for both introductory and secure tenancies. If your tenancy is an introductory one, you do not have all the rights that you will have when your tenancy is secure. The section below, under the heading 'Introductory tenancies', outlines the rights you do have as an introductory tenant. Whether you are an introductory or a secure tenant, all the conditions will apply.

In this agreement, 'you' always means you, the tenant, or - in the case of joint tenancies - any or all of the joint tenants. Sometimes 'you' will include members of your household and visitors to your home. In this agreement, 'we' or 'us' means the London Borough of Enfield and its agents or representatives.

## 1.3 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 services provided to you such as repairs but also services delivered to us such as fraud detection provided by credit reference agencies. These organisations are obliged to 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.

**Condition 1. By signing this agreement you agree that we can use the personal information you give us in accordance with the Data Protection Act 1998 for the purpose of detecting and preventing fraud.**

**Condition 2. By signing the Tenancy Agreement you agree to us taking a 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.**

#### 1.4 Tenancy verification

**Condition 3. By signing this agreement, you agree to provide us with up to date details of you and your household when requested, such as during a tenancy audit interview, at your home. You will agree to our officers inspecting your home to comply with health and safety requirements. If you refuse to comply with this or any reasonable request, we may take legal action which could lead to eviction and you may also incur court costs.**

#### 1.5 Introductory tenancies

All new Enfield tenants will be introductory tenants unless you were already a secure tenant of a local authority or an assured tenant of a registered provider at a previous property.

**An introductory tenancy will last for a trial period of 12 months.** Under the Housing Act 2004, we can extend the introductory tenancy period for a further 6 months if there has been a breach of the tenancy conditions in the probationary period.

If, during your introductory tenancy, you break any of the tenancy conditions, or if you made a false or misleading statement to obtain the tenancy, we may take action to end your tenancy by serving you a Notice of Possession Proceedings.

If you do not break any of the tenancy conditions during this time, you will automatically become a 'secure tenant' after a 12 month period.

**As an introductory tenant, you do NOT have all the rights of a secure tenant.** You do not have the right to:

- buy the property
- exchange the property with another tenant
- vote for a change to a new landlord
- take in lodgers
- sublet all or part of your home
- make any alterations or improvements.

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

#### 1.6 Secure tenancies

If you are a secure tenant, you have the legal right to live in the property for which you hold the tenancy.

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 may take formal action if you break any of the tenancy conditions. We cannot evict you from the property unless we can prove grounds to do so in 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 tenants.

#### 1.7 Sheltered accommodation

Some of our flats are designated as sheltered accommodation. Sheltered accommodation is intended for the over 60s and people with support needs and is considered unsuitable for families with children. If you live in one of these flats, you may be covered by some different local conditions due to the type of accommodation you are occupying.

## 1.8 Making a complaint

We want to resolve your complaint as quickly as possible. If you have a complaint you need to contact the team or person delivering the service first.

**First Stage** – your complaint will be investigated by a senior manager from the team where the alleged service failure occurred. They will acknowledge your complaint within two working days and respond within 10 working days.

**Final Stage** – an independent, senior officer on behalf of the Chief Executive, will review the handling and outcome of the first stage complaint. They will acknowledge your complaint within five working days and write to you with a decision within 30 working days.

We hope our complaints procedure will help us to sort out, with you, any problems you may have with the way our services are provided, but if you are still not satisfied you have further options:

From 1st April 2013 the Localism Act 2011 provides that the tenants of housing associations, local authorities and ALMOs can ask for their complaints to be considered by a ‘designated’ person when all stages of their landlord’s internal complaints procedure are finished.

A designated person can be an MP, local Councillor or a Tenant Panel. If you want more information on who they are and how you can contact them, please contact us directly by emailing **[council.housing@enfield.gov.uk](mailto:council.housing@enfield.gov.uk)**.

When the Housing Ombudsman receives a complaint that has gone through all stages of the landlord’s internal complaints procedure, they will always ask if it has then been referred to a designated person and if a tenant is clear that they do not want to make use of that opportunity for local resolution (if it is more than 8 weeks from the end of the landlord’s complaints process) the Housing Ombudsman will consider the case.

The Housing Ombudsman Service can be contacted at:

81 Aldwych  
London WC2B 4HN

Telephone 0300 111 3000

Fax 020 7831 1942

Email [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

## 1.9 Taking legal action against the council

If you think we have not met our obligations as stated in this agreement, you have the right to take legal action against us. You must obtain your own independent legal advice.

## 1.10 Serving legal notices on the council

If you wish to serve any Notice on us, you should send it as described in the section ‘Ending your tenancy’ on page 16.



# Your conditions of tenancy

## 2.1 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 other charges at any time.

The notice will specify the revised net rent and other charges. This notice may be left at or posted to your property.

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.

### 2.1.1 Failure to pay

**Condition 4. You must pay your total rent – which includes any charges on the property, for example water rates and service charges for amenities – in full on or before the date the payment is due.**

If you fail to pay your rent and/or charges, the council may take legal action to recover the debt or ask the court to grant us possession of the property. This could lead to you being evicted.

**Condition 5. You must tell us if you are unable to pay your rent in full or on time, and you must make an agreement to pay any rent arrears.**

We will treat your payments as rent due before we credit them to any other charges.

If you owe rent or any other charges for a previous tenancy, we may require you to pay these through your current rent account.

### 2.1.2 Miscellaneous recharges

**Condition 6. You must pay the cost of any items or works which are not our responsibility and for general damage to and misuse of the property. Examples are broken glass due to damage caused by you, a member of your household, or visitors to your household, the replacement of lost keys or fobs or the reinstatement of unauthorised alterations.**

### 2.1.3 Liability of joint tenants

**Condition 7. If you are a joint tenant, you are responsible for all the rent and other charges when they are due.**

In a joint tenancy, each tenant has full responsibility for paying the rent and any other charges due on the property.

If one of you leaves the property without ending the tenancy, or does not pay the rent and the account goes into arrears, each joint tenant will continue to be responsible for the rent and any arrears on the account.

If you have a joint tenancy, the tenancy ends for both joint tenants if you or the other joint tenant serves a valid Notice to Quit on us.

If you serve a Notice to Quit on us, it is valid if it is in writing and served at least 4 weeks before the date of termination. The day of termination must always be a Sunday. This must be signed and dated by you.

**Condition 8. If you or another joint tenant is intending to leave, or has left the property, you must inform us in writing.**

If you are a joint tenant with your partner and your relationship breaks down, we may inform you about where you can get independent legal advice on your rights.

## 2.2 Conduct and behaviour

**Condition 9. You, the tenant, are responsible for the behaviour of anyone, including your children, living in or visiting your home. This means that you must ensure that they do not act in breach of any of these conditions. Also, you must not encourage them to act in such a way. This applies in the property, in communal and surrounding areas, any property belonging to the council and or anywhere else within Enfield borough.**

### 2.2.1 Anti-social behaviour, nuisance and noise disturbance

We will consider all legal remedies available to us to deal with anti-social behaviour, domestic abuse, harassment, hate crime, nuisance, gang activity and other criminal activity where this is supported by sufficient evidence.

If we take legal action, we will ask the court to give us an order against you for the legal costs we have incurred.

**Condition 10. You must not act in any way which causes, or is likely to cause, a nuisance or annoyance or is anti-social.**

Examples of this sort of behaviour include but are not limited to:

- playing loud music including noisy parties and congregations
- unreasonable noise caused by inadequate insulation and/or soundproofing of any type of flooring
- noisy DIY at unsocial hours
- loud arguments and/or fighting
- offensive and/or disruptive drunkenness
- dumping rubbish and furniture
- fly tipping
- slamming doors
- allowing your dog(s) to bark persistently and/or cause a mess
- not keeping your pet(s) under control
- playing ball games close to people's homes
- disruptive and/or intimidating loitering
- spraying or writing graffiti
- skateboarding and cycling on footpaths and balconies

- damaging or vandalising any council property
- setting fires
- riding motorbikes, mopeds, quad bikes anywhere other than on the road
- installing or using equipment such as aerials to operate illegal radio broadcasts from your own or any other council property or shared roof
- extensive repairing of cars and/or other motorised vehicles on estate roads or parking areas
- obstructing any shared areas, doorways or exits
- throwing items from balconies or windows
- feeding pigeons, squirrels, foxes, wild birds or any other non-domesticated animal
- jamming communal doors open
- letting people into communal blocks who do not have a right to be there.

If you are suffering abuse or annoyance, you should report the matter to us.

**Condition 11. You must not install any audio and/or video equipment or carry out any physical measures to respond to any nuisance or anti-social behaviour which you are suffering from, without first consulting us.**

**Condition 12. You must ask for our written permission to install hardwood, laminate or tiled flooring and provide us with written specification of the proposed works prior to installation.**

We would strongly advise that, in flats, you fit carpets. Do not remove existing carpets. You should not install tiling, hardwood or laminate-type flooring because fitting these may increase the way noise travels between floors and through walls. So if it disturbs your neighbours, we may consider it to be a nuisance and a breach of the conditions.

**Condition 13. You must not carry out household tasks using machinery such as a washing machine, tumble dryer, dishwasher or vacuum cleaner between the hours of 10pm – 7am.**

## 2.2.2 Domestic abuse

**Condition 14. You must not cause any member of your household to leave your home because of domestic abuse. If you do, we will take action against you. This may result in your home being repossessed.**

**Condition 15. If you abuse or mistreat a child or, as a result of any such abuse or mistreatment, a child is endangered or taken into care, we may seek possession of your home and evict you.**

## 2.2.3 Harassment and hate crime

**Condition 16. You must not harass or threaten to harass anyone because of their age, colour, culture, disability, ethnic origin, gender, gender reassignment, HIV status, nationality, race, religion, sexual orientation or for any reason.**

Examples of harassment include:

- using or threatening to use violence towards any person including our staff
- unprovoked physical assaults
- stalking, including cyber stalking
- domestic violence and abuse
- verbal abuse
- threatening or abusive behaviour
- threatening or abusive letters, telephone calls or text messages
- writing threatening, abusive, insulting or hate motivated graffiti
- racist comments and/or abuse
- damage to property or threats to damage property
- making false complaints about someone.
- abusing and/or bullying people through social media such as Facebook, Twitter, Instagram and text messaging.

## 2.2.4 Gang activity

**Condition 17. You 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.**

If you or other members of your household 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.

## 2.2.5 Criminal activity

**Condition 18. You must not use the property or locality for criminal, immoral or illegal purposes, such as dealing in illegal drugs or substances or prostitution and/or human trafficking. If you are convicted of such an offence, in your home, locality or anywhere else within Enfield borough, this will be a breach of your tenancy conditions.**

In particular, you must not use your home or any communal area, or anywhere else in Enfield borough, in connection with:

- selling, using, storing, manufacturing or growing of illegal drugs
- storing or handling stolen goods
- keeping illegal or unlicensed guns or weapons within the property with an illegal intent
- dealing in illegal pornography
- theft
- burglary
- criminal damage
- committing an offence during a riot
- cyber crime
- public order offences.

**Condition 19. You must not use the communal area, any neighbouring areas or any garage or pram shed for any illegal purpose including, but not limited to:**

- arson or attempted arson
- interference with security and safety equipment
- wilful damage to shared areas or facilities, including sheds
- breaking windows or doors or writing graffiti
- using weapons such as guns and/or knives
- using pets or dogs as a weapon
- using and/or dealing drugs.

You will be responsible for the cost of renewing any door that has been damaged following any forced entry by the Police and reclaiming the cost from the Police.

**Condition 20. You must not keep any firearm, shot gun, or air rifle in your property without all the necessary certification required by law and without our written permission.**

## 2.2.6 Other unacceptable behaviour

**Condition 21. You must not abuse, harass, make offensive comments and/or malicious allegations, use or threaten to use violence against any of our officers or agents, or against a councillor. This applies at any time and in any place. We may report the matter to the Police.**

If you fail to keep this tenancy condition, we will support our officers if they refuse to interview you, visit you, or speak to you on the telephone. We may also refuse you entry to our offices and take legal action against you.

## 2.3 Use of premises

**Condition 22. You must live in your property and use it as your only or main home.**

If you are to be away from your home for a continuous period of more than a month, you should inform us. If you do not do so, we may think that the property has been abandoned and take action to recover possession of it. You must tell us how and where you can be contacted in case of an emergency.

If you move out of your property and allow someone else to live there, you will no longer be a secure tenant. We will take action to recover possession of the property by serving a Notice to Quit.

**Condition 23. You must not allow your home to become overcrowded by other people living or staying there. You will not receive priority to transfer to larger accommodation under our Allocations Scheme if you do so.**

**Condition 24. You must notify us in writing, within 14 days, of any change, compared to those listed on your Tenancy Agreement, in the people who are living in your home. The notification must give:**

- the person's full name, gender and date of birth
- the date of the change and
- whether s/he moved in or out of your home.

**Condition 25. You are allowed to take in lodgers but must notify us in writing as required by Condition 24.**

Introductory tenants are not allowed to take in lodgers.

**Condition 26. You must not sublet or give up the whole of your property. If you do this, your secure tenancy may end. You may only sub-let part of your property with our prior written permission.**

**Condition 27. You can only assign your tenancy under certain circumstances which are described on page 19. You must have our written permission to do so.**

**Condition 28. You must not carry on or advertise any trade or business at your premises without our written permission and the necessary legal or planning requirements.**

This Tenancy Agreement only gives you the right to use your property as a private residence. If we give written permission for you to use your property for business purposes, you must still meet any necessary legal or planning requirements for your business use. If your business causes nuisance or annoyance to neighbours or local residents, we can withdraw our permission.

**Condition 29. It is your responsibility to pay for all gas and electricity used in your property, directly to the appropriate gas and electricity company unless you live in a block where the heating is communal and the landlord charges you directly for this as a service charge.**

## 2.4 Sheltered accommodation

**Condition 30. If you live in sheltered accommodation, you must seek your Sheltered Estate Manager's permission if anyone is moving in with you for more than a few days.**

This should not be a permanent arrangement. However, your Sheltered Estate Manager may inform you of other housing options that may be more suitable for you.

## 2.5 Home contents insurance

Enfield Council is responsible for insuring the building and structure of your home but not the contents.

The council's building insurance does not cover contents insurance for your possessions. **You are responsible for insuring your home contents.** We are not responsible for loss or damage to your belongings including that caused by other residents.

## 2.6 Looking after your home

**Condition 31. You must take care not to cause damage to your property or the property of your neighbours.**

You should have any washing machine or dishwasher, electric or gas cooker, professionally installed. You must not use any of these if you know or suspect them to be faulty. If we send an electrician to check the electrical circuit and s/he finds that your appliance is faulty, we may recharge you the cost of the circuit check.

Refer to our website for advice on how to check if you have a faulty appliance. (See Appendix 3 for website details.)

**Condition 32. You must not neglect your property and let it fall into disrepair. This includes individual gardens as well as shared access pathways and steps in houses. Tenants of flats and maisonettes are expected to report defects to communal areas; for example, defective floor tiles.**

**Condition 33. You must keep the inside of your property clean and in reasonable decorative order.**

**Condition 34. You must not use the property in any way that may cause a health or safety hazard or encourage vermin and/or pests (for example, by hoarding items inappropriately).**

You must take reasonable steps to secure your property, for example, lock windows and doors when you go out.

It is your responsibility to decorate your home when it is needed.

**Condition 35. If your property suffers from condensation or damp, you must inform our Customer Services Team and follow any reasonable advice given to you.**

To help prevent condensation, you should:

- wipe dry the insides of windows
- open the windows and close the doors of any room used for hanging wet clothes
- not overcrowd any rooms with furniture or possessions.

## 2.7 Shared areas (communal)

**Condition 36. You must not cause an obstruction in any shared area, including balconies, garage and shed areas. You must co-operate with us to help keep shared areas clean and tidy.**

Everyone living in a block of flats or maisonettes is responsible for cleaning the landing area outside their flat.

### **Condition 37. You must NOT:**

- store or leave any personal belongings such as flower pots, children's buggies, bicycles, boots and shoes in shared areas
- leave your rubbish in shared areas
- use inflatables (or other paddling/swimming pools, trampolines, bouncy castles) in shared areas such as communal gardens without our prior written permission. In deciding whether to grant permission, you will need to demonstrate that you have the necessary public liability insurance cover and that adult supervision will be provided at all times
- install swings and/or slides in communal areas
- use barbeques on balconies or in communal areas
- use a shared walkway/balcony/staircase to hang out washing
- store any items within communal area cupboards, communal loft spaces, intake, water tanks and communication equipment cupboards, other than allocated pram sheds
- adopt for sole use any communal area or land; for example landing, balcony, garden area, shared drying room, communal loft space. This also includes extending any existing individual garden.
- cut down, top, lop, uproot, damage or destroy any tree, shrub, plant or hedge on communal land
- store re-chargeable motorised vehicles without our express consent to do so
- use extension leads to charge/use any appliances on or within communal areas
- throw anything inappropriate down the communal rubbish chute; for example wood, bricks and children's buggies.

We reserve the right to remove any items that are placed in shared areas without permission and dispose of them, as well as repairing any damage arising from misuse of those areas, and recharge the cost to the tenant responsible where known.

**Condition 38. You must co-operate fully with any measures we take to protect the security of your home and others' homes and you must keep all shared doors closed (for example: fire doors on landings).**

**Condition 39. You and/or anyone living with you or visiting you must not interfere with any equipment for detecting or for putting out fires in shared areas.**

**Condition 40. You must not install a gate leading on to shared footpaths and communal balconies without our prior written permission.**

**Condition 41. You must not erect any structure on communal land. This includes fencing off communal land.**

**Condition 42. You must not swap sheds with another resident without getting our prior written permission.**

Not all flats are allocated with a shed. We reserve the right to take back the shed if it is swapped without permission or misused.

We will not be responsible for the loss or damage to any items stored in your shed. You will need to cover this on your own home contents insurance.

**Condition 43. You must not use any shed for sleeping accommodation.**

## **2.8 Improvements and alterations**

**Condition 44. You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. You may need to obtain other permissions such as planning permission or building regulations approval.**

**Condition 45. You will be responsible for maintaining and/or repairing any alterations or improvements that you have carried out to your home.**

**Condition 46. You must not make any alterations to any gas appliance or installation in your home (including any gas and electric meter and any other associated pipe work or equipment or lighting installations).**

If you wish work to be carried out on such appliances or installations you must obtain our prior written permission before any work is carried out. Any such work may only be carried out by a suitably qualified Gas Safety Registered contractor. Failure to do so may have fatal results and we will regard it as a serious breach of your tenancy.

**Condition 47. If you carry out any works without our permission and we incur costs for reinstatement works, we will recharge you for the cost of those works.**

## 2.9 Right to Improve (secure tenants only)

There are certain improvements for which you can claim compensation when you notify us that you are going to leave the property. We will be able to give you details of the improvements that qualify and the conditions that must be met under the Right to Improve scheme. **You must seek our written permission before carrying out any works under the Right to Improve scheme.**

**Condition 48. You must obtain written permission from us before you erect, or arrange to have erected, any radio, television aerials, dishes, cameras/videos or any other electronic receiving equipment.**

This is to prevent damage to the external fabric of the building as well as public safety considerations. Permission will not be unreasonably withheld for houses.

**Condition 49. You must ask for our written permission to install hardwood, laminate or tiled flooring and provide us with a specification of the proposed works prior to installation.**

## 2.10 Repairs and access to your property

**Condition 50. You must not cause damage to any of our fixtures and fittings, in your home or communal areas, deliberately or through misuse or negligence. You must not allow your visitors to do so.**

If you do cause damage, or allow your visitors to do so, you will be responsible for repairing, renewing or replacing the damaged item. If you do not make good the damage caused, we may carry out the work and charge you for it.

**Condition 51. You must get our written permission before you remove or replace any of OUR fixtures and fittings.**

**Condition 52. You are responsible for repairing and maintaining any fixtures and fittings YOU install.**

We are only responsible for maintaining our fixtures and fittings. If you move, you must remove any fixtures or fittings that you have installed and put the property back the way it was at the start of your tenancy. If you remove your fixtures and fittings and do not replace them to our satisfaction, we will carry out the necessary work and charge you for it.

**Condition 53. You must keep the inside of the property, the fixtures and fittings and all glass in the property in good repair during the tenancy.**

**Condition 54. You must report promptly any disrepair or defect where we are responsible for putting it right.**

When you sign for your tenancy we will give you information about our website which shows you which repairs are our responsibility and which repairs are your responsibility. It tells you how long repairs will take and gives advice about items in your home that might need repair and what information you should give when you report a repair to us.

**Condition 55. You must carry out any necessary minor repairs to your home.**

**Condition 56. You must not carry out noisy repairs/improvements such as drilling, sanding and loud hammering at the following times:**

**weekdays 6pm – 8am**

**and weekend times as follows:**

**Saturday 5pm – Sunday 9am**

**Sunday 4pm – Monday 8am**

**Condition 57. You must allow our employees, representatives and contractors to come into your property to service any electrical and gas supplies and appliances that we are responsible for maintaining.**

**Condition 58. You must allow our employees, representatives and contractors into your property to carry out repairs, servicing, inspections, or other works, where we consider it necessary.**

**Condition 59. You must allow our employees, representatives and contractors into your property if we need to carry out work to an adjoining property, and there is no other reasonable means of access (examples of such works are, but not limited to, scaffolding, access to boundary walls, roofing, tree works).**

If we need to carry out any work to your property, we will give you adequate notice of the date and the reason. If you refuse us access, or we are unable to gain access, we will apply to the court for permission to gain entry to carry out the works.

If the court gives us permission, you will be responsible for the court costs and any additional costs that result from us not being able to gain access to your property.

If you live in a flat or maisonette we may need to carry out work or repairs on your block for which we will require access to a number of properties. If we need to come into your property, we will give you adequate notice of the date and the reason. If, on that date, we are unable to gain access to your property, we will force entry under certain circumstances. Those circumstances would be where:

- essential works could not be carried out unless all tenants give access on the date given
- other tenants would be caused extreme inconvenience or distress
- we would have to pay additional costs
- damage is being caused to communal parts; for example, service ducts.

The circumstances would be those that could result in a fire hazard, gas leak or flooding.

Our usual practice is to give at least 24 hours' written notice that we need to access your property. In case of an emergency or when urgent health and safety repairs are required, we may have to enter your property without giving notice and, if necessary, force entry.

If we need to carry out work to the outside of your block, we will ask you to remove objects from your individual balcony. If you refuse to remove them and your refusal means that we are unable to complete the planned work, we will move the objects and may dispose of them.

If we require access to your home and you prevent us from entering, and this causes further damage to your property or to another, we may charge you for any repairs that then become necessary.

You should always ask contractors or workers for official identification before you let them into your property. If they do not have proof of identity, you can refuse to allow them into your home.

## 2.11 Fences

**Condition 60. You are responsible for keeping dividing fences in good repair and not causing any willful damage to fencing.**

We will only repair or replace boundary fences and gates where the fence separates your garden from a public right of way; for example, a road or alleyway. We will not necessarily replace any such fencing in a similar style or material as the previous one.

## 2.12 Temporary vacation of property

**Condition 61. Where we consider it necessary to carry out repairs, improvements or other works which cannot be carried out with you and members of your household living in the property, we will try to re-house you temporarily in a suitable alternative property. If you are moved to an alternative property, you must return to the original property once the works have been completed.**

## 2.13 Gas safety

**Condition 62. You must allow our employees or contractors access to your home to carry out a gas safety inspection.**

**Condition 63. You must ensure that you have sufficient credit on the gas and electric meters to enable the checks to be carried out.**

We will give you written notice unless it is an emergency. If you do not let us in, we may take legal action to make you let us in or to allow us to force entry to your home. We may recover any reasonable costs from you associated with such action.

## **2.14 Health and safety**

**Condition 64. You must not do anything in or outside your home that may cause a danger to anyone in your home or in the locality including:**

- **throwing anything through or out of the windows or your home, balconies or roof or sweeping and/or wash offensive material on to the premises below**
- **placing anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or in the locality**
- **causing a blockage to the drains and pipes, gutters and channels in or about the property by spilling or pouring in shared areas, oil, petrol, cooking oil, fat and oil based paint or other chemical substances or pouring the same down any drains or gullies**
- **altering the fire rating of your property by removing walls, doors and door closers**
- **removing external doors and replacing them with doors which do not comply with fire regulations**
- **propping open any communal fire doors**
- **storing items inappropriately in a way that may cause a health and safety hazard or encourage vermin and/or pests**
- **installing metal grilles to windows and external doors which may cause a fire escape hazard**
- **storing items, waste and personal possessions, which prevent the use of a room or space within the property.**

**Condition 65. You must provide a safe environment for staff and contractors visiting your home including not smoking in the same room where a member of staff or a contractor is working immediately before and during the visit.**

**Condition 66. If your property is fitted with a smoke detector, and/or a carbon monoxide alarm, you must keep it in working order by replacing batteries and reporting when there is a defect.**

**Condition 67. You must not keep or store dangerous, offensive or flammable materials or appliances at your home, or in communal areas, apart from those that may reasonably be needed for general household or medical use.**

**Condition 68. You must not use portable heaters that burn oil, paraffin, gas or other combustible materials without our written permission.**

**Condition 69. You must not interfere with the electric or gas supply.**

**Condition 70. You must not interfere with any equipment for detecting or putting out fires.**

**Condition 71. You must not use any shed/ pram shed/ garage/outbuilding in a way which causes a hazard, such as by storing flammable material.**

**Condition 72. You must not leave drug paraphernalia in any area where others might come into contact with them.**

**Condition 73. You must dispose of any hazardous waste safely and hygienically.**

This will include such items as syringes, nappies and sanitary and incontinence pads, batteries and household appliances.

**Condition 74. You must not allow children on to balconies, or any other area which could prove dangerous, without responsible adult supervision.**

**Condition 75. You must not allow anyone into shared areas of the block unless you know that they have a right to be there or allow anyone to follow you through a controlled door without permission.**

## 2.15 Pet(s) and animal(s)

**Condition 76. You have the right to keep one pet, or animal such as a cat, a dog, small bird, fish, non-poisonous insect, spider, small snake or lizard, rabbit hamster, guinea pig, mouse, gerbil or domestic rat as long as they do not cause damage to the property, or nuisance or annoyance to anyone in your locality.**

If you live in a flat, maisonette or house with direct access to a private garden, you may be allowed to have more than one pet. You will need our written permission.

If you live in sheltered accommodation, you are required to nominate a friend or relative to take responsibility for your pet if you are taken into hospital or otherwise unable to look after it.

Pets must be kept in appropriate enclosures which are adequate for their needs and from which they cannot escape and with regard to their well-being.

**Condition 77. You must inform us of details of pet(s) (and working dogs for example; guide or hearing dogs) before they are brought into the household.**

**Condition 78. Dogs, other than guide or hearing dogs, are not allowed in play areas.**

**Condition 79. You must always keep your dog(s) on a lead in communal areas and on our land.**

**Condition 80. You must ensure your dog(s) does/do not foul communal areas, estate roads or our land, including play areas. Dog faeces must be disposed of hygienically such as in dog waste bins.**

**Condition 81. If your pet(s) or animal(s) is/are causing a nuisance, annoyance or disturbance to others, or is/are being treated inappropriately or cruelly, we will take action and give written notice asking you to remove it/them from your home.**

**Condition 82. You must not:**

- (a) breed any pet or animal at your home**
- (b) encourage wild animals or wild birds, including pigeons, by feeding them. The feeding of wild birds is permitted providing that the food is contained in a suitable bird feeder.**
- (c) allow any animal droppings to build up in your garden and/or balcony and you must keep these areas free from pigeon droppings.**

## 2.16 Gardens

**Condition 83. You must keep your garden (including any remote garden) well maintained at all times.**

You are responsible for maintaining all parts of your garden; including pathways, grass, sheds, plants, bushes, hedges and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).

We reserve the right to take back possession of any remote garden which is not maintained.

**Condition 84. You must keep hedges, trees and shrubs at a manageable height. They should not hang over a public right of way, cause an obstruction or a nuisance to neighbouring properties.**

**Condition 85. You must not plant climbing plants for example; ivy, against the building which might damage the fabric of the building. You must also remove self-seeding climbing plants and self-set trees. We reserve the right to recharge for the cost of removal of any such vegetation and any associated structural repairs.**

**Condition 86. You must keep any garden and path clean tidy and free from obstruction. You should not leave rubbish or large items such as unwanted furniture, white goods and mattresses in your garden for an unreasonable period of time. (That is, longer than the council's refuse collection cycle).**

**Condition 87. You must obtain our prior written permission if you wish to plant a tree, cut one down, put up or take down and replace any fence or wall. If you install your own fence or wall, then you will be responsible for its maintenance.**

**Condition 88. You must not erect a greenhouse, garage, car port, shed, garden pond or summer house at your home without getting our prior written permission. You will be responsible for maintaining any structures that you erect. You will be responsible for obtaining any necessary Planning or Building Control permissions.**

**Condition 89. You must not attach to any part of your property, including to external walls, fences or other structures, any barbed wire, broken glass or other material which is likely to cause personal injury to anyone.**

If we decide that tree management works are required to any tree in your garden, subject to any Tree Preservation Orders, we will advise you of what you must do. If you fail to comply with our request, we will carry out any necessary works and recharge you for the cost.

## **2.17 Vehicles and parking**

**Condition 90. You must not park any vehicle that is untaxed or is unroadworthy on any part of your estate or housing land.**

We do not accept liability for any vehicle, fittings/ components, or any contents of any vehicle parked on the estate.

We may remove and destroy any illegally parked, abandoned, dangerous or unroadworthy vehicle and charge the owner for our costs. This also applies to any vehicle not displaying a valid tax disc or a valid parking permit where one is needed.

**Condition 91. You must not park caravans, boats, trailers, burger vans, or vehicles used for business purposes on the estate or road next to your house without our written permission.**

**Condition 92. You must park legally and considerately and make sure that you do not cause any obstruction or nuisance or annoyance. This includes obstructing access for emergency vehicles, access to garages, refuse stores and grounds maintenance access points.**

We will not be responsible for damage to your vehicle if we or the emergency services have to remove it.

**Condition 93. You must not carry out repairs, other than minor routine servicing, to your vehicle on the estate or on any roads in the locality.**

**Condition 94. You must not leave a vehicle in a state of disrepair, or any parts of vehicles on the estate or on any roads in the locality.**

**Condition 95. You must not park SORN (Statutory Off Road Notification) vehicles on our land, including blocks/estate land, other than in your own drive/garden (in the case of a house). You can only keep SORN vehicles in your private garden/drive with prior written agreement from us for no longer than 12 months. We reserve the right to remove vehicles after 12 months after giving you 28 days written notice.**

**Condition 96. You must not build a garage, hard-standing or driveway without obtaining our prior written permission. You will also need Planning permission, Building Control approval and /or Highways approval. If you wish to install a dropped kerb, you must contact the Highways Department to obtain the relevant permission.**

**Condition 97. You must not park or permit visitors to park or drive on common grassed areas, verges (hard standing or grassed) or pavements outside or leading to your home. We reserve the right to recharge for costs arising from repair of any damage caused.**

**Condition 98. You must not use any communal land for the purpose of buying or selling vehicles, or repairing vehicles as part of a business enterprise.**

**Condition 99. You must not keep mopeds or motorbikes inside your home, in internal or external sheds, or in indoor communal areas, for example, landings, stairs, entrance and any internal area used by tenants.**

This could put others at risk and any such vehicle found in internal communal areas will be removed.

## 2.18 Ending your tenancy

**Condition 100. You must give at least 4 weeks' notice in writing if you are going to end your tenancy. If we offer you a transfer, we will set the date for termination. If you do not give proper notice, your tenancy will not end and you will continue to be responsible for the rent, service charges and any other payments due in respect of your tenancy.**

The 4 weeks' notice must end on a Sunday.

If you are unable to give 4 weeks' notice, we may accept surrender of your tenancy earlier unless you are a joint tenant seeking to terminate it without the consent of the other joint tenant(s). As soon as you know you are leaving, you must contact us to discuss what you must do on surrender.

You can give notice to end your tenancy by writing to the address below:

Enfield Council Housing  
Edmonton Centre  
36-44 South Mall  
Edmonton  
London N9 0TN

This is the address to which any Notices served on us should be sent.

Whether you or we end the tenancy the following conditions apply:

**Condition 101. You must return all keys, including all main door entry controlled system keys or fobs, for the property to us at the above address by 12 noon on the Monday of the week you leave.**

**Condition 102. You must pay the rent and any other charges up to the date that your tenancy ends.**

If you owe us money when you leave, you must make arrangements to repay the debt. If you do not, or if you make an agreement but do not keep to it, we may refuse to grant you another council tenancy. We will take legal action to recover the debt.

**Condition 103. You must not leave anyone living in your home when your tenancy ends.**

If there are people living in the property when your tenancy has ended, we will take action to evict them and charge you for the cost of the action.

We may also charge you use and occupation charges for the property until the person is removed.

**Condition 104. You must leave your property and garden in good repair and clean and tidy, with all fixtures and fittings in the same condition when you move out as they were at the start of the tenancy except for fair wear and tear.**

We will charge you the cost of repairing any damage, installing missing or damaged fixtures and fittings and the cost of any cleaning that is necessary.

**Condition 105. You must remove all rubbish, personal effects, including fitted carpets or other floor coverings and furniture from inside the property and garden, and any of your belongings or rubbish from communal areas. For further details see our website for advice and our Clean and Clear policy.**

**We cannot store tenants' belongings left on the premises after the tenancy has been terminated and the keys have been returned to us because the cost and conditions of insuring against loss and damage would be complicated and unreasonably expensive.**

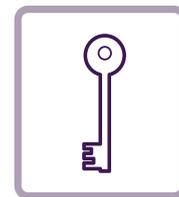
Therefore, we will get rid of any items that are left at the end of the tenancy and charge you the cost of removal. If we do not know your forwarding address, we will put the debt into an account in your name and pursue the debt.

When you leave your home, it is your responsibility to ensure that we have your forwarding address in writing.

**Condition 106. You may not be granted another council tenancy if you:**

- are evicted from this council tenancy
- abandon this property and do not return the keys
- owe rent on this or a previous property
- leave this property in a poor condition and fail to pay for repair and replacement.

If you need advice on ending your tenancy, please discuss this with us.



# Our responsibilities

## 3.1 Repairs and maintenance

We will keep in good repair the structure and outside of your property, including drains, gutters and external pipes. This will not apply if the damage is caused deliberately or through misuse of the property by you, your household or visitors.

We will keep in good repair and proper working order the installations in the property for the supply of water, gas, electricity, sanitation, heating and hot water. This will not apply if the damage is caused deliberately or through misuse of the installations by you, your household or visitors.

Our responsibility for repairing the internal structure of your property and the above installations only begins when we are told that a repair is needed.

If we are aware of damage that was caused by you which you refuse to repair, if it is dangerous to others, we will carry out the repair. We will charge you the cost of any work that is necessary to remove the danger.

The repairs part of our website will tell you our policy on repairs, and sets out which repairs are our responsibility and which are your responsibility.

We will keep in good repair all communal areas and amenities.

We are responsible for making sure that communal and external areas are in a reasonable condition, even when we are not told that a repair is needed.

We will carry out an annual gas safety inspection and an annual service of our gas appliances.

## 3.2 Right to Repair

We will pay you compensation if certain urgent repairs are not carried out within specified time limits decided by law.

This is the Right to Repair scheme and the details of the repairs that qualify for this, and the time scales, are on our website.

## 3.3 Major Works Improvements

We will seek and consider the views of all affected tenants on any proposed major repair and improvement scheme.

## 3.4 Consultation and information

We will consult you about important changes to the way in which the Housing Service is managed, particularly those relating to your tenancy.

We will provide you with information about our performance, how the Housing Service is paid for and how your money is spent. Performance information is available on our website.

We will make sure that any information about you is held in a way that complies with the Data Protection Acts.

We keep information about you that we need, to provide you with a service. Such information will be confidential and we will use it only for the purpose for which it was obtained, and will keep it as accurate and as up to date as possible. This information is held on computer and manual records, and you have the right, provided certain conditions are met, to see it.

## 3.5 Quiet enjoyment

We will not interfere with your quiet enjoyment of the property as long as you, your household and any visitors to your property, keep to the conditions of this Tenancy Agreement. If we need to gain access to your property in an emergency, we have the right to do so without giving you notice. If we have to force entry, we will make sure that your property is secured before we leave.

We have a legal responsibility to allow you, as long as you pay your rent and keep all other tenancy conditions, to live peaceably and without any interference from us or anyone acting on our behalf.

If we need to come into your home, we will give you a minimum of 24 hours' notice wherever we can. However, there are situations where we might have to gain immediate access. If in such a situation, we could not gain access, we have the right to force entry into your property.

The situations where we have this right include those where we believe:

- that water or sewage flowing into another property is from your home
- there is a gas leak in your property
- there is an animal in distress in your property
- our assistance is urgently needed in your property.

### **3.6 Conduct and behaviour**

We will work with you to keep your estates and locality safe and free from anti-social behaviour and behaviour which causes a nuisance and/or distress to residents.

If a tenant or a member of their household or their visitor behaves towards you in a way that causes you nuisance or annoyance, we will tell you what action you can take against the person who is breaking the conditions and explain what we can do to help you.

Our statement of policies and procedures on tackling anti-social behaviour is available on our website or by request to an officer.

### **3.7 Equality and diversity**

We will act fairly in all matters connected with your tenancy and will not unlawfully discriminate against you or disadvantage anyone on the grounds of age, religious belief or faith, disability, ethnicity, gender, gender reassignment or sexual orientation.

### **3.8 Courtesy**

Our officers and anyone acting on our behalf will treat you with courtesy and respect.

If any of our officers or representatives fails to do this, you can make a complaint through our complaints system.

### **3.9 Transfers**

We will consider any application you make for a transfer to another property in line with our Allocations Scheme.

The offer of a new tenancy within this borough will depend on the urgency of your housing need compared with the needs of other transfer applicants and also on the accommodation available. If you have enough priority to qualify for an offer, you may be eligible to bid for vacant council or housing association homes advertised on our bidding system (see [www.enfield.gov.uk](http://www.enfield.gov.uk) for more information).

### **3.10 Variation of tenancy conditions**

If we want to change or vary any conditions of your tenancy, we will send you a notice:

- telling you that we are going to serve a Notice of Variation
- explaining what the changes are and their effect
- inviting you to comment on the proposed changes within a given time.

We will consider your comments before we decide whether to go ahead with the changes. When we serve the Notice of Variation it will:

- give details of the changes
- say when the changes begin
- be served at least 4 weeks before the date of the change.

### **3.11 Right to succeed**

When you die your tenancy will pass to your husband, wife or civil partner or cohabitee of more than 12 months' duration if they were living with you at the time of your death. This is called 'succession'. If you do not have a husband, wife, civil partner or cohabitee of more than 12 months' duration, the tenancy can pass on to a member of your family 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. The law only allows one right of succession.

If you are a sheltered housing tenant, your spouse, civil partner or cohabitee of more than 12 months' duration will succeed to the tenancy as long as they were living in the property as their only or main home with you at the time of your death. If you do not have a spouse living with you, the tenancy could pass to a partner or family member as long as they are eligible for sheltered housing and were living with you for at least 12 months before you die. Failing this, we may consider granting a tenancy of another suitable property.

### **3.12 Right to assign**

If you are a secure tenant or an introductory tenant, you can under certain circumstances, assign (legally transfer) your tenancy.

If you are a secure tenant or an introductory tenant, the law allows you to assign your tenancy to a person who would have been able to succeed to your tenancy if you had died immediately before assigning it. This means that, if you are a sole tenant, you can assign your tenancy to your spouse, civil partner, or to a family member, including cohabitee, or same-sex partner who has been residing with you for 12 months at the time of assignment. If you are a joint tenant you cannot assign the tenancy to another family member if they are not the other existing joint tenant. Effecting an assignment means that there will no further right to succession upon the death of the tenant to whom the tenancy has been assigned.

If you are a secure tenant, you have the right, provided certain conditions are met, to assign your tenancy by exchanging with one of our tenants or the tenant of another local authority or a housing association.

This right of mutual exchange does not apply to introductory tenants.

The court has the right to assign a secure or introductory tenancy on the breakdown of a marriage or relationship.

If you are a joint tenant and your relationship has broken down and you wish to transfer the tenancy into your sole name, we will ask you to obtain a court order from the County Court.

You must not assign your tenancy unless you have our written permission to assign your tenancy.

If we have begun court action against you for any breach of the Tenancy Agreement, or any other matter such as an injunction, we will refuse your request for a mutual exchange.

### **3.13 Right to Buy**

Existing secure tenants will normally have the Right to Buy the freehold or leasehold of your home after they have been a tenant for 3 years.

You cannot buy your property during your introductory tenancy, but your period of introductory tenancy will count towards the 3 years.

If you are a sheltered housing tenant, under the Housing Act 1985, you do not have the right to buy your home.

If you have been guilty of anti-social behaviour, we can apply to court to request an order suspending your right to buy for a period that the court may specify.

You will not have the Right to Buy if we have obtained a suspended Possession Order against you.

### **3.14 Right to manage**

This allows tenants' organisations to take over the management of their homes and to run services that we would normally be responsible for such as rent collection and the repairs service. A tenants' organisation is eligible for the right to manage if it can show that it represents the views of all its members and does what they ask of it.

### **3.15 If we end your tenancy**

We may terminate your tenancy by leaving at your property, a Notice of Seeking Possession or a Notice to Quit or any Notice required by law.

All notices we leave in connection with your tenancy, including any Notice of Seeking Possession or Notice to Quit or other similar Notice, will be treated as properly served and received by you if left at the tenancy address, addressed to you.

This means that if we leave a Notice to Quit or a Notice of Seeking Possession addressed to you at your tenancy address, even if you are not living there, the court will recognise this as legal service of the notice.

If we serve a Notice of Seeking Possession on you, or any legal notice, the notice will contain reasons for our actions.

### **3.16 Housing related support**

If you are an Enfield sheltered housing tenant, you may receive certain support services from the council, such as a daily visit from your Sheltered Housing Officer, in exchange for an extra charge added to your rent.

### **3.17 Welfare Benefit Reform**

Through the Welfare Reform Act, the government has introduced new rules for the receipt of welfare benefits. For further information, and to see if you are affected, please contact us.

### **3.18 Prevention of Social Housing Fraud**

The Prevention of Social Housing Fraud Act 2013 has been introduced which makes it a criminal offence to fraudulently sub-let social housing. The offences are punishable by a prison sentence, a large fine and/or an order for the repayment of any profits earned.



# Appendices

**This section does not constitute part of your terms and conditions.**

## Appendix 1

### Explanation of words used in this agreement

#### **Abandon**

When a tenant leaves their home without surrendering the tenancy, either by notifying us or ending the tenancy formally by serving a notice of termination on us.

#### **Anti-social behaviour**

Behaviour causing, or likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

#### **Assign**

To transfer the tenancy during the tenant's lifetime.

#### **Breach**

To break or to fail to keep the conditions of the Tenancy Agreement, such as paying rent.

#### **Civil partner**

A person of the same-sex with whom you have registered your relationship as a civil partnership as from 5 December 2005.

#### **Direct access**

This means you have a front, side or back door that leads straight into your private garden.

#### **Domestic abuse**

Domestic abuse can be in the form of abuse including threatening behaviour, violence or abuse (physical, sexual, financial, psychological and emotional) between people who are, or were in an intimate relationship or close family relationship regardless of gender or sexuality (this includes forced marriages). Domestic abuse can be against anyone of any age and any background.

#### **Fraud**

When someone gives false or misleading information or takes action in order to get something which they would not otherwise be entitled to; for example, money, welfare benefits or a tenancy.

#### **Fixtures and fittings**

All appliances and furnishings in a property, including installations for supplying or using gas, electric and water.

#### **Garden**

The outside space which is let with your dwelling and is for the sole use of you and members of your household.

#### **Harassment**

To keep doing something to someone which they find annoying or upsetting. Harassment need not necessarily be abusive or violent.

#### **Insurance**

Liability cover provided by a company to protect goods and belongings in the event of damage.

#### **Joint tenant**

If more than one person has signed the Tenancy Agreement, then 'you' mean the joint tenants together and individually. Joint tenants have a shared interest in the property for the whole period of the tenancy. You are jointly and individually liable to pay the charges and for all the obligations under the tenancy.

#### **Locality**

The area in which you live including the estate you live on, the streets and all other areas around your home and the neighbourhood.

#### **Lodger**

Someone who pays to share your home with you but does not have an exclusive right to any part of it. A lodger would often pay rent that includes a payment for other things such as meals and/or cleaning.

**Members of your household**

Any person living at your property, either permanently or temporarily, even if their permanent address is elsewhere. This includes all members of your family living at the property, any relatives, friends or other lodgers staying with you and any sub-tenants of your property.

**Mutual exchange**

Exchanging your tenancy with another person by mutual agreement when permitted.

**Negligence**

When you fail to do something that it is your responsibility to do.

**Neighbour**

Includes anyone living in the area local to your home, including other tenants, people who own their own homes and local businesses.

**Notice of Seeking Possession**

This is a legal notification served on a secure tenant as the first stage before starting court action.

**Notice of Possession Proceedings**

This is a legal notification served on an introductory tenant as the first stage before starting court action.

**Notice to Quit**

This is a legal notification, usually of 28 days, served on a tenant to formally end the tenancy where security of tenure has been lost. Alternatively, it is also legal notification from a tenant that they will be giving up the tenancy.

**Nuisance**

Something that causes annoyance and/or distress.

**Overcrowding**

This is when a property has too many people occupying it.

**Partner**

Husband or wife or a cohabitee, including same-sex partner, who lives with you in a long-term or stable relationship.

**Permission (or consent)**

Where, in this agreement, it says that you must ask for permission or consent to do something, you must put your request in writing. This can be by letter or email. You must receive written permission from us before doing whatever it is that requires our consent.

**People residing in the locality**

All people living or staying, temporarily or permanently, in any part of the estate or locality in any type of property, whether rented or owned.

**Possession**

This is when the council takes back vacant use of a property by serving notice and taking court action. A Possession Order can be suspended on terms or take effect immediately.

**Property**

The dwelling, garden, yards, sheds and any other space which this Tenancy Agreement makes available for the sole use of you and your household.

**Relative**

Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children. This includes relatives by marriage.

**Remote gardens**

Some flats are allocated with individual gardens which are separated from the main dwelling by things such as footpaths or drying areas.

**Representative**

Someone who is acting on our behalf.

**Shared areas (communal)**

The parts of the building or estate which all tenants and leaseholders can use, for example, halls, landings, foyers, stairways, landings, lifts, bin stores, shared gardens, landscaped areas, car parks and any other area accessible to more than one household.

**Sheltered housing**

Accommodation targeted for people over 60 years of age. However, people under 60 with support needs will also be considered.

**Spouse**

The person you are legally married to, including a registered civil partner.

## **Statutorily**

By means of the written law.

## **Statutory Off Road Notification (SORN)**

A notice that declares a vehicle's status to the authorities when it is kept off the road and is on private land. The notice must be applied for from the Driver and Vehicle Licencing Authority (DVLA).

## **Sub-let**

Giving another person (lodger who pays you money) the right to live in part of your home with our agreement. You will be in breach of the Tenancy Agreement if you sub-let the whole of your property.

## **Succession**

The transfer of a tenancy on the death of a tenant.

## **Surrender**

An unwritten agreement between the landlord and the tenant or joint tenant(s) to bring the tenancy to an end. The tenant surrenders by taking steps that can be interpreted as giving up their tenancy, such as emptying their property and giving up their keys.

## **Unroadworthy**

This describes a vehicle which is designed to be used on a road but which is either untaxed and/or has, or appears to have a fault or faults which would, to common knowledge, make it unsuitable or unsafe for use on the public highway.

## **Unsociable hours**

Late evenings, night time and weekends when people are relaxing or sleeping.

## **Visitors**

Anybody who visits you or any member of your household at your property and is allowed by you, or any member of your household, to come into the property.

## **Welfare Benefit Reform**

Changes in the way welfare benefits are being assessed and dealt with. These changes took place in stages between 2012 and 2014.

## **Written permission**

A letter from us allowing you to do something. If the permission includes conditions that must be met, and you do not carry out these conditions, this means the permission is automatically withdrawn as if it had never been given.

## **Appendix 2**

### **Role and responsibilities of officers dealing with your tenancy**

Income Officers are responsible for collecting rent.

Neighbourhood Officers are responsible for dealing with: tenancy audits, successions, assignments, changes in tenancy and mutual exchange visits; reports of anti-social behaviour, neighbour disputes, hate crime and domestic abuse; and also provide day-to-day liaison with resident associations.

Anti-Social Behaviour Officers investigate and take enforcement action in serious cases of anti-social behaviour.

Neighbourhood Inspectors deal with issues maintaining the estate environment, estate parking and communal repairs.

Customer Services Officers are the first point of contact when you contact or visit us. They raise repairs and will direct your enquiries to the appropriate team.

Community Engagement Officers deal with resident associations, resident involvement and consultation. They also provide training and support for greater resident involvement in all aspects of neighbourhood management. The officers also support borough-wide residents' bodies including the Customer Voice and Leaseholders Forum.

Communal Services deal with caretaking and grounds maintenance on estates.

The Sheltered Housing Service provides supported accommodation for older residents and people with support needs.

## Appendix 3

### Visit us

9am to 5pm, Monday to Friday

Enfield Council Housing  
Edmonton Centre  
36-44 South Mall  
Edmonton  
London N9 0TN

### Public transport

You can get to our Edmonton Centre Office by using the following routes:

Buses: 102, 144, 149, 191, 192, 259, 279, 349, 491, W6, W8

Rail: Edmonton Green station



For help with this document:



[www.enfield.gov.uk](http://www.enfield.gov.uk)

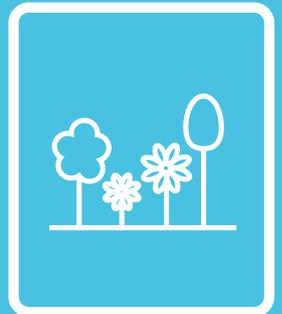
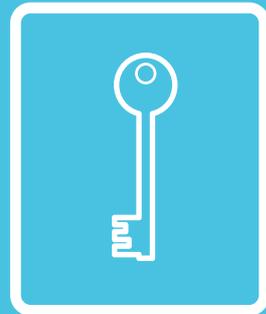
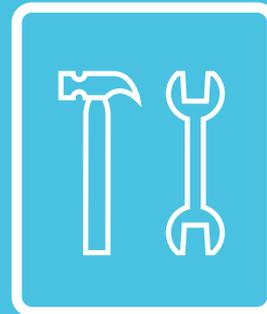
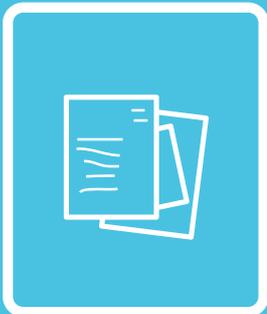
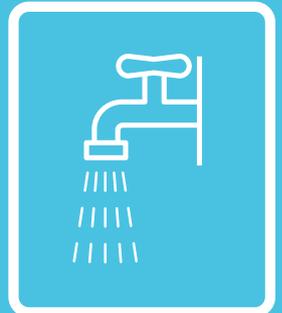
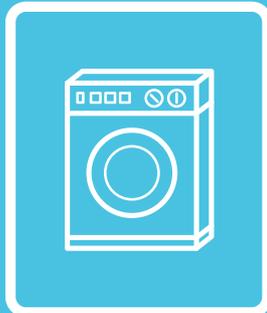
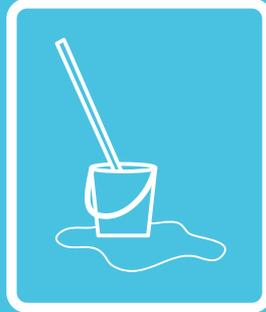


[council.housing@enfield.gov.uk](mailto:council.housing@enfield.gov.uk)



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With acknowledgement to  
Liverpool Housing Trust.

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