



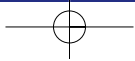
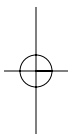
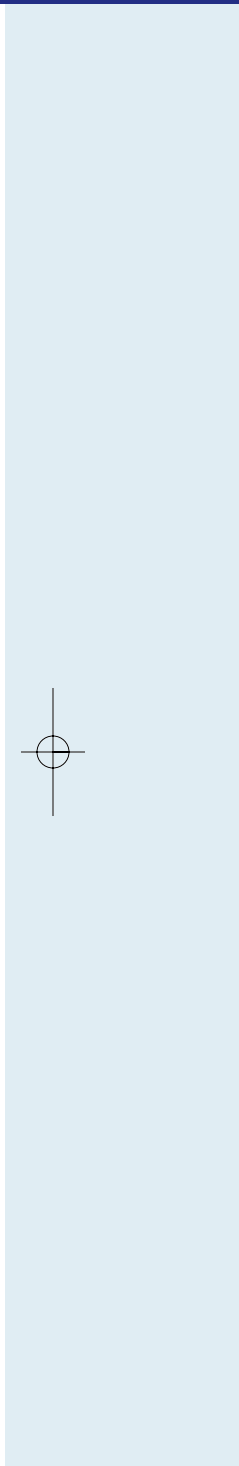
Offer

BOOKLET FOUR

Tenancy Agreement

This is an official document, which tells you about the proposed transfer of your home to a new landlord called **London & Quadrant Housing Trust**





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1. Proposed new tenancy agreement

Haggerston West & Kingsland Assured Tenancy Agreement

Assured Weekly Tenancy Agreement

For transferring tenants

Tenant reference:

Property reference:

This Tenancy Agreement is a weekly assured tenancy under Section 1 of the Housing Act 1988. This is not an assured shorthold tenancy.

The landlord is London & Quadrant Housing Trust which is an exempt charity and registered with the Housing Corporation under Section 3 of the Housing Act 1996.

About your tenancy

These are the conditions of your tenancy agreement for:

Address and postcode:

This tenancy relates to your home which is (the property) [full description]

The address where you must serve us with notices, including notices in proceedings, is.

The tenant/s is/are:

If more than one person enters into the tenancy, then each of you has all the rights and responsibilities of the tenant under these conditions and each of you is responsible for the rent even if you are not living there.

Start of tenancy

The tenancy begins on [... ..]

Household details at the start of this tenancy are:

Rent:

Your total weekly rent at the start of this tenancy is £ []

The total weekly rent includes an amount for services set out below.

Weekly basic rent £ []

Weekly service charge £ []

Total weekly rent you must pay £ []

Under this agreement, we can change the basic rent and service charges. We explain how we can do this later on in this agreement.

Previous tenancy arrears

If you owed the Council rent or other charges under your tenancy with them, you must agree with us how you are going to repay this before entering into this tenancy. We will ask you to sign a schedule setting out the amounts you owe us and how you are going to pay these off. The schedule will form part of this tenancy and if you fail to keep up with the payments it will be a breach of this agreement.

Services:

We will provide the following services for your home. The charge for these services is included in your total weekly rent.

Agreement to conditions of tenancy

We the landlord and you (the tenant) agree to the conditions of tenancy set out in this agreement.

Apart from changes in rent (including basic rent and service charges), these can only be altered if you and we agree in writing.

Your signature:

Our signature:

Date:

1. More about your tenancy

- 1.1 You must use your home, from the date of the start of your tenancy as your only or main home. You cannot sublet the whole of your home.
- 1.2 You must not allow more than [... ..] people to live in your home.
- 1.3 If you need our permission in any clause in this agreement, we will not unreasonably withhold permission.

2. Your rights as a tenant

2.1 Assured tenancy

You are an assured non-shorthold tenant as long as you live in your home as your only or main home.

2.2 Your right to live in the property.

We must let you live in your home from the date of the start of this tenancy, peacefully and without us interrupting or interfering unless:

- 2.2.1 a court has given us possession by ending the tenancy.

- 2.2.2 we need access to inspect the condition of your home or to carry out repairs or other works to your or an adjoining property.
- 2.2.3 we have reasonable grounds to believe that you are breaking any of your tenancy obligations.

2.3 Your security as a tenant

- 2.3.1 We can only end your tenancy if:
- we get a court order to evict you;
 - you have given up your tenancy;
 - you have ended it in some other way.

A court order will only order you to leave your home if the law allows.

- 2.3.2 We will give you at least 4 weeks' written notice of our intention to seek a court order, unless the proceedings involve nuisance or domestic violence where our notice may be shorter.
- 2.3.3 If you stop living in your home as your only or main home, you will stop being an assured tenant. We can then end your tenancy by giving 4 weeks' written notice.
- 2.3.4 If you are a joint tenant, at least one of you must live in the property as your only or main home.

2.4 Leaving the premises

You should, as soon as it is possible, tell us if you are going to be away, or expect to be away for 12 weeks or longer. If you don't let us know we may assume, after having carried out appropriate investigations, that you have stopped using it as your only or main home and you will stop being an assured tenant. We can then end your tenancy by giving 4 weeks' written notice.

2.5 Grounds for possession

Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) gives the reasons (known as grounds for possession) which we can use to ask the court to end your tenancy. We will only serve you with notice and seek to recover possession if any of the following reasons apply:

- 2.5.1 You owe us rent (Ground 10).
- 2.5.2 Any obligation of the tenancy has been broken or not carried out other than the one related to paying rent (Ground 12).
- 2.5.3 The condition of your home or any common parts has deteriorated because of your (or any other person living in the property) neglect or fault and you have not taken all reasonable steps to evict that person from your home. "Common parts" means any part of a building which makes up your home, and any other premises which you are entitled, under the conditions of the tenancy, to use with the occupiers of other homes (Ground 13).
- 2.5.4 You or a person living in or visiting the property: is guilty of behaviour which has caused, or is likely to cause, a nuisance or annoyance to a person living in, or visiting the property, or a person who is involved in a lawful activity in the locality;
- has been convicted of using the property, or allowing it to be used for immoral or illegal purposes; or
 - has committed an indictable offence in or in the locality of the property (ground 14).
- 2.5.5 The property was occupied (whether alone or with others) by a married couple, civil partners, or a couple living together as husband and wife, or a couple of the same sex and:
- one or both of the partners is the tenant of the property;
 - one partner has left the property because of violence or threats of violence by the other towards that partner or a member of the family of that partner who was living with that partner immediately before the partner left and;
 - the court is satisfied that the partner who has left is unlikely to return (Ground 14A)

- 2.5.6 The tenant is the person or one of the people to whom we gave the tenancy and we gave that tenancy after being given a false statement made knowingly or recklessly by:
- the tenant; or
 - a person acting on the tenant's behalf (Ground 17).

- 2.5.7 The tenancy has devolved under the will or intestacy of the former tenant and proceedings to recover possession are begun by us no later than 12 months after the death of the former tenant or, if the court directs, after the date on which the court decides we knew about the former tenant's death.

We will not regard accepting rent from a new tenant (after the former tenant has died) as creating a new periodic tenancy, unless we agree in writing to a change (as compared with the previous tenancy) in the amount of the rent, the premises which are let or any other condition of the tenancy (Ground 7).

- 2.5.8 We have suitable alternative accommodation for you, or will have when the order for possession takes effect (Ground 9.). For the purposes of this tenancy, we would only use this reason in the following circumstances.
- We need to demolish your home or carry out substantial works to it or a neighbouring property
 - Your home has special features which make it suitable for a disabled person who needs the accommodation and you no longer need it.
 - Your home has special facilities or services which we provide and you no longer need them.
 - The tenancy has been passed to you by succession but you are not the husband or wife of the tenant who has died and the property is bigger than you need.

Grounds 7,10, 12, 13, 14, 14A and 17 above have been summarised. We will give you the full text of the grounds if you ask us. Please note we will not use grounds 1, 2, 3, 4, 5, 6, 8, 11, 15 or 16 of Schedule 2 Housing Act 1988.

3. Your further rights

3.1 Right to buy

3.1.1 As a former local authority tenant who has transferred, you have the preserved right to buy your home on the conditions set out in sections 171A to 171H of the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 (or any updating of this law). You must be a 'qualifying person'; or 'qualifying successor', as defined in section 171B of the Housing Act 1985.

3.1.2 We also agree that the 'preserved right to buy' law will apply to a person who succeeds to this tenancy under section 3.10 of this agreement. Such a person will be considered a qualifying successor for the purposes of the preserved right to buy law. The functions of the district valuer will be carried out by an independent valuer. We will agree who this is between us. If there is no agreement, either of us can apply to the President of the Royal Institution of Chartered Surveyors. We will share the costs of this equally between us.

3.2 Right to acquire

You also have a right to acquire your home under section 16 of the Housing Act 1996. The conditions of that law and any regulations made under it will apply. You must choose whether to use the right to acquire or the preserved right to buy to buy your home. You cannot use both.

3.3 Right to improve

You may not make improvements to, change or add to your home unless you ask us first and get our and all other necessary permissions in writing (see also Section 7.4). If you have made an improvement with our permission, you may receive compensation when your tenancy ends as if the conditions of Sections 97 to 100 of the 1985 Housing Act (as amended) apply to this tenancy.

3.4 Right to repair

You have the right to have repairs carried out to your home and receive compensation if repairs are not done, as if Section 96 of the Housing Act 1985 (as amended) applies to this tenancy.

3.5 The right to take in lodgers

You may take in a lodger and you may also sublet part of your home with our written permission, as long as:

- 3.5.1 your home does not become overcrowded (Clause 1.2);
- 3.5.2 you do not give a lodger or sub-tenant an assured tenancy for any part of your home; and
- 3.5.3 you give us the name age and sex of the person who will be moving in, tell us which part of the property they will be living in and how much you will charge.

3.6 Right to consultation

We will consult you before we make changes concerning housing management or maintenance if they are likely to have a substantial effect on you. We will consult you as if the conditions of section 105 of the Housing Act 1985 apply.

3.7 Right to information

You have a right to information from us about the conditions of:

- this tenancy;
- our repairing obligations; and
- our policies and procedures on consulting tenants, allocating housing, repairs, transfers, how we work out rent, and equal opportunities as if sections 104 and 106 of the Housing Act 1985 (as amended) apply to this tenancy.

We will also give you information about our performance as directed by the Charter for Housing Association Applicants and Residents.

3.8 Right to exchange

You have the right to exchange your tenancy as if the conditions under Section 92 and Schedule 3 of the Housing Act 1985 apply. You can exchange your tenancy with someone who is the tenant of a registered social landlord (as defined in section 2 of the Housing Act 1996), a local authority, a housing action trust, a housing trust which is a charity, or a new town as long as the following apply:

- 3.8.1 You must get our permission to do this in writing and we must reply to your request with 42 days.
- 3.8.2 The other tenants' landlord must agree to the exchange in writing.
- 3.8.3 Our permission will depend on you repaying any rent you owe, or putting right any breach of the tenancy agreement, and carrying out all your duties under this agreement.
- 3.8.4 The exchange must not result in either overcrowding or the property becoming under occupied by more than one bedroom.
- 3.8.5 No payment is received or made by you or the other tenant in return for the exchange. Schedule 3 of the Housing Act 1985 gives other reasons why we can refuse permission.

3.9 Right to assign

You may only assign your tenancy as described in the following clauses.

- 3.9.1 You are allowed to transfer your tenancy if a court orders you to do so.
- 3.9.2 You are allowed to assign your tenancy to a person who would be qualified to succeed to your tenancy if you died.
- 3.9.3 You use your right to exchange in Clause 3.8. You must not accept or pay any money in connection with the assignment of this tenancy.

3.10 Passing on the tenancy if you die

- 3.10.1 If you are one of two or more joint tenants, this tenancy will be passed to the surviving tenant or tenants when you die.
- 3.10.2 If you are the only tenant named in this agreement, this tenancy will be passed to your husband or wife or civil partner when you die under the conditions of the Housing Act 1988 if he or she was living in your home as his or her only or main home immediately before you die.
- 3.10.3 The same conditions apply to a person who is a partner of the tenant living with the tenant as his or her husband or wife (including a same-sex partner).
- 3.10.4 If we do not pass the tenancy to your husband or wife, or partner within the meaning of the Housing Act 1988 and you are the original tenant named in this agreement the following will apply. The tenancy can be passed to:
- i. A member of your family as defined in Section 113 of the Housing Act 1985 who was living in your home as his or her only or main home immediately before your death and who lived with you for the previous 12 months.
 - ii. A person who was your unpaid carer or legal guardian who lived with you for 12 months immediately before your death and the property was his or her only or main home.
- 3.10.5 For us to pass the tenancy to the people in 3.10.4, they must meet the conditions stated and satisfy us that they have the right to have the tenancy assigned to them under your will or intestacy. If any of these conditions are not met, we may use ground 7 to end the tenancy.
- 3.10.6 If there is more than one member of your family qualified to succeed to the tenancy, they should agree between themselves which of them will claim it or if they cannot agree, each may make a claim and we will decide.

3.10.7 All claims to succeed to the tenancy under 3.10.4 must be made to us in writing within eight weeks of the death of the tenant.

3.10.8 There can only be one succession to this tenancy.

3.10.9 We will ignore any previous successions under your Council tenancy.

4. Complaints

4.1 If you are not satisfied with the standard of service that you have received, or our actions, or lack of action, you can make a complaint to us. The complaints procedure is fully set out in the complaints policy.

4.2 You can get legal advice from a local Citizens' Advice Bureau, law centre or solicitor.

4.3 If you have been through the complaints procedure and are still not satisfied, you can complain to the Housing Corporation or the Independent Housing Ombudsman Service.

5. Notice to you

5.1 You agree that we can write to you at your home or the most recent address we have for you. We can use the registered post or deliver our letters by hand. If we write to you in one of these ways, we will treat you as having received our letter even if you have not actually done so.

6. About your rent and charges

6.1 Paying your rent

6.1.1 You must pay your total weekly rent (inclusive of service charge) on Monday of each week, in advance (for the week ahead).

6.2 While we remain your landlord, the following rent and service charge guarantee will apply:

6.3 Changing the basic rent

- 6.3.1 References in this clause to rent mean the basic rent (ie rent excluding any service charge)
- 6.3.2 We can change the rent by giving you one month's written notice. We can give you less notice to decrease your rent.
- 6.3.3 The first increase after the start of this tenancy will take place no earlier than April 2008. Thereafter, we will not increase your rent more than once every 52 weeks. We can decrease your rent at any time.
- 6.3.4 When we increase your rent, we will not increase it by more than the percentage increase equivalent to the published increase in the Retail Prices Index for the year ending with the previous 30 September (hereafter the "rate of inflation") plus 0.5% plus £2 per week.
- 6.3.5 These increases will continue until the "target rent" for your home, calculated in accordance with the rent restructuring regime, is reached.
- 6.3.6 Once the target rent for your home is reached, and subject to any change in the Government's policy on rent restructuring, any subsequent increase in the basic rent will be at the rate of inflation plus 0.5%.
- 6.3.7 Retail Prices means the United Kingdom General Index of Retail Prices (All items). If this index stops being published or the basis of the calculation changes, we must choose another index of retail prices or the value of money. We must act reasonably in our choice.

6.4 Changing the service charge

- 6.4.1 We will provide you with the services that are set out in this agreement and you agree to pay a service charge for them as part of your total weekly rent.

- 6.4.2 The service charge is included in the total weekly rent and will be reviewed at the same time as the basic rent. The service charge is what is know as a fixed service charge and is payable as part of your total weekly rent.
- 6.4.3 The service charge for the existing services which we provide at the start of this tenancy will not increase by more than the rate of inflation (as defined in 6.2.4 above) plus 0.5% each year (being 52 weeks for the purposes of this agreement), unless the services change at any point because of legislation or because we introduce new services after consultation with you and the Local Management Forum.
- 6.4.4 We can increase, add to, remove, reduce or vary the services that we provide. Before we make any changes, they will be discussed by the Local Management Forum and we will tell you about them and consider any views you may have if you are affected by the change. We will tell you of any effect that a change to the services will have on the amount that you have to pay.
- 6.4.5 If you or the Local Management Forum ask us to provide new services and we are able to do so, we will tell you how much you will have to pay for that extra service before we introduce it. The cost of new services will increase in line with the cost to us of providing the new service.

6.5 Moving to your new Home

- 6.5.1 When you move to your new home you will be given a new tenancy for that property on the same terms and conditions of this tenancy save for clauses 6.2.4 and 6.4.3.
- 6.5.2 The basic rent you will pay at the beginning of your new tenancy will be based on the average basic rent being charged at the time for existing homes on the estate with the same number of bedrooms.

- 6.5.3 Because the new homes will be of a much better size and quality, the usual practice would be to attach a premium to the basic rent. However, London & Quadrant have agreed not to add the entire premium at once so that no one will have a sudden increase in their basic rent.
- 6.5.4 London & Quadrant have agreed that the basic rent will not increase by more than the rate of inflation (as defined in 6.2.4 above) plus 0.5% plus up to £2 per week until the Government's target rents are reached.
- 6.5.5 The basic rents for new homes will be the same for existing tenants moving to the same type and size of new home.
- 6.5.6 Service charges for your new home will be in accordance with the promises made in the Consultation Document and will be included in your new tenancy agreement as a service charge guarantee which London & Quadrant will be bound by.

6.6 What the rent includes

The weekly basic rent and the service charge payment does not include individual water charges, electricity or gas charges or any charges you have to pay to the local council for your home. You must make these payments yourself. Your service charge may include a sum for hot water and heating until you move to your new home. In your new home you will have to pay for heating and hot water charges yourself.

6.7 Housing Benefit

- 6.7.1 We will give you advice and help on claiming Housing Benefit.
- 6.7.2 If your circumstances change so that your Housing Benefit entitlement is affected you must tell us and the authority immediately. We may reclaim any recoverable overpayment from you.

- 6.7.3 If requested, you agree to give your permission for the relevant authority to pay any Housing Benefit that you may claim, directly to us.

6.8 Surpluses

We will not try to make a surplus from rents. We will use any surpluses that are made to reinvest in tenants' homes.

7. Repairs, maintenance and improvements

Our responsibilities

7.1 The structure and outside of your home

7.1.1 We must keep the outside and the structure of your home in good repair including: the roof; drains, gutters and external pipes; outside walls, outside doors, window sills, windows and glass, including any necessary outside painting or decorating; inside walls, skirting boards, doors and door frames, door jambs, thresholds, floors and ceilings (but not painting and decorating); major indoor plasterwork; flues, chimneys and chimney stacks (but not sweeping the chimneys); fences, pathways, boundary walls, steps, ramps and stair lifts (if put up or installed by us); and garages and outbuildings (if we provide them).

7.1.2 We are not responsible for any repair or replacement needed because of damage to, or neglect of, your home caused by you, anyone living with you or your visitors.

7.2 We must make good any damage to the inside of your home, including decorations arising out of the actions or neglect of our employees, agents or contractors.

7.3 The installations

- 7.3.1 We must keep in good repair and proper working order any installations we provide inside your home, including:
- water pipes and tanks, gas pipes and electrical wiring;
 - electrical sockets and light fittings, smoke detectors, (but not your own electrical appliances);
 - basins, sinks, baths, toilets, flushing systems and waste pipes; water heaters, boilers, fireplaces, fitted fires and radiators; and
 - kitchen units.

7.4 Gas safety

We must carry out yearly inspections of gas appliances and flues that we have installed.

7.5 Common parts

- 7.5.1 We must take care to keep the common parts in reasonable repair and fit for you and other occupiers and visitors to your home to use, including;
- shared entrances, halls, walkways and shared balconies; stairways and lifts;
 - rubbish chutes and rubbish collection areas; shared lighting; and
 - entryphone systems if provided.

7.6 Decorating the outside

We will keep the outside of the property and any common parts properly decorated. We will normally decorate these areas every five years.

7.7 Timescales for repairs

We will aim to carry out repairs that are our responsibility within a reasonable time. These are set out in the repairs policy according to the priority of the repair. We may change these timescales and priorities after we have consulted you, through the Local Management Forum.

Your responsibilities

7.8 Inside your home

You must keep the inside of your home in good repair. You must keep it clean and in a good state of decoration.

7.9 Small repairs

You must arrange and pay for small repairs. This includes but is not limited to:

- bath or sink plugs, tap washers, WC seats;
- changing the outside door locks if you have lost your keys, locked yourself out, have had your keys stolen or fitted extra locks yourself;
- unblocking sinks or drains where you have caused the blockage; changing fuses and maintaining your own electrical appliances;
- replacing light bulbs, including fluorescent strips and starters;
- bleeding radiators (ask for advice before bleeding radiators connected to a combination boiler);
- toilet blockages that you have caused;
- washing machine plumbing that we have not provided;
- water damage caused by you misusing water deliberately or accidentally, including damage to neighbours property;
- the furniture on inside doors.

7.10 Allowing our staff and contractors into your home

- 7.10.1 You must allow contractors and employees to come into your home at any reasonable time in order to:
- look at the condition of your home;
 - carry out safety checks, or to service gas or other appliances;
 - carry out repairs or other works to your home, an adjoining home or to the rest of the building.
- 7.10.2 We will normally give you 24 hours' notice if we need access to your home. However, we may give you less notice in an emergency, for example in the case of fire or flood. In these circumstances, we may need to force entry to carry out a repair. If we do this, we will make your home secure as soon as possible afterwards and repair any damage that this may have caused.

7.11 Gas safety

If you install your own gas cooker or heater or any other gas appliance, a CORGI registered gas engineer or fitter must do it. You must make sure that they check the appliance if it is second hand.

7.12 Damage

You are responsible for any damage caused by you, every person (including children and lodgers) and any animals living in or visiting your home. This means damage to your home, any of our fixtures, fittings and anything installed by us in your home, and any building, equipment, fittings, fixtures, or anything installed by us on the estates. This means damage caused by neglect, or wilful acts and does not mean fair wear and tear. We can make you pay for the cost of putting the damage right or, if appropriate, of replacing what has been damaged.

7.13 Reporting repairs and infestation

You must report to us immediately any repairs, problems or infestation that you know about and that we are responsible for. You must tell us as soon as possible if the communal areas become infested with mice or other pests.

7.14 Improvements

You may not make improvements to, change or add to your home unless you ask us first and get our and all other necessary permissions in writing. This includes putting up radio or TV aerials, or satellite dishes, decorating outside, and changing or adding to our fixtures and fittings or anything we have installed. We will only give permission as long as you carry out the work to a satisfactory standard. If you do not carry out the work according to these instructions, then we can make you pay for the cost of doing the work again properly. You may also need to ask the Council for permission as well, for example, planning permission or building regulations approval.

8. Community and other responsibilities

Everyone has the right to enjoy their life in their own way as long as they do not annoy or disturb people living near them or break the law. A good neighbour respects and understands the lifestyles of others.

8.1 Your responsibility

You are responsible for the behaviour of every person (including children, lodgers and visitors) and any animals living in or visiting your home. You are responsible for them in your home, in shared areas (such as stairs, lifts, landings, entrance halls, shared gardens and parking areas) and in the area around your home. The area includes your estate and nearby estates. When we say 'you' in these clauses it includes all the people in your household and any person or animal that you are responsible for.

8.2 Nuisance

8.2.1 You must not use or threaten to use menacing, abusive, violent or anti-social words or behaviour which is likely to interfere with the peace and comfort of, or cause an injury, offence, nuisance, annoyance or disturbance towards any other tenants, members of their household, visitors, neighbours, anyone who is working for us or any other member of the general public.

8.2.2 Nuisance includes, but is not limited to:

- offensive drunkenness;
- making unnecessary or excessive noise by any means whatsoever including arguing and door slamming;
- using or allowing the property to be used for prostitution or for selling, storing or using of drugs other than for legal medical use;
- urinating or fouling the lift or shared areas;
- any nuisance or annoyance caused by pets, including barking and fouling;
- playing ball games close to anyone's home; and writing graffiti.

8.2.3 If anyone living with you or visiting you breaks any clauses in 8.2, we will hold you responsible.

8.3 Harassment

8.3.1 You must not commit or threaten any form of harassment for any reason whatsoever to anyone living in, visiting or taking part in legal activity in the area of your home.

8.3.2 Harassment includes but is not limited to:

- violence or threats of violence towards any person including domestic violence;
- abusive or insulting words or behaviour;
- damage or threats of damage to the property (including damage to any parts of the home) or another person;
- writing threatening or abusive graffiti;
- any act or neglect which interferes with the peace and comfort or, of inconvenience to, any person;
- violence or threats of violence with any weapon that is considered dangerous.

8.3.3 If anyone living with you or visiting you breaks any clauses in 8.3 we will hold you responsible.

8.4 Noise

You must not cause, or allow members of your household or visitors or animals to cause, an excessive or unnecessary noise that causes a nuisance or annoyance to other tenants or neighbours at any time. This includes (but is not limited to), playing a radio, television, stereo, amplifier, or musical instrument, singing, shouting, door slamming, stamping or motor-vehicle noise, and in the case of dogs, barking.

8.5 Radio equipment

You must not transmit from radio equipment that may cause a nuisance or that is illegal.

8.6 Illegal activities

You must not use, threaten to use or allow your home, block or area to be used for prostitution, or dealing, or illegally using any controlled drugs or any other illegal activity.

8.7 Domestic violence

You must not commit, cause or threaten any violence against anyone who lives with you. We will consider as evidence that you have not kept to the above if (among other things);

- 8.7.1 you have been convicted of an 'offence against the person' regarding a member of your household;
- 8.7.2 a court order has been made against you to leave your home, temporarily or permanently, because of your behaviour towards a member of your household; or
- 8.7.3 evidence of domestic violence is provided by a third party such as a doctor, social worker or neighbours.

8.8 Damage to property

- 8.8.1 You must not interfere with security or safety equipment in shared areas and entrances
- 8.8.2 You must not damage, or put graffiti on any part of your home, block or area whether owned by us or anyone else. If you do so, we will ask you to pay the cost of repair and cleaning and putting the damage right.

8.9 Injunctions

We have the right to bring an injunction against you to get you to keep to or stop breaking your tenancy conditions. We can also take possession proceedings under the grounds set out in Clause 2.5,

8.10 Local agreements

You must keep to any local regulations or agreements applying to the estate or block where your home is. We must take into account your views before we make or change any local regulations or agreements that affect you. We will give a copy of any agreement to every tenant that is affected.

8.11 Animals

- 8.11.1 You may keep only small domestic animals (which includes dogs and cats) in your home. You must have our written permission beforehand. We will withdraw this if any nuisance is caused by the animal.
- 8.11.2 You must make sure that any animals or pets belonging to you, or under your control do not annoy, frighten or cause nuisance to other people, or are likely to do so.
- 8.11.3 You must not keep any livestock in your home or block, or on the estate without our written permission.
- 8.11.4 You must keep to the Dangerous Dogs Act 1991.
- 8.11.5 You must not keep any animal which is classified as dangerous under the Dangerous Wild Animal Act 1976.
- 8.11.6 You must not behave in a way which will encourage vermin such as rats and pigeons in your home or on the estate.

8.12 Vehicles

You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not:

- 8.12.1 Park a vehicle on the property unless there is a dropped kerb.
- 8.12.2 Park a vehicle anywhere on the property except on a driveway or other paved area meant for parking.
- 8.12.3 Park a boat, commercial vehicle, caravan, trailer, motor home, low loader or similar vehicle if it is more than 16 feet (4.8 metres) long, 6 foot (1.83 metres) wide, or 6 foot and 6 inches (2 metres) high on any part of the property or on any communal parking areas without our written consent.

8.12.4 Park in a way that might cause a nuisance to or obstruct:

- the emergency services;
- other road users;
- anybody who uses pavements, footpaths, access ways and so on;
- the access to any homes in the area; or
- the access to any garage.

8.12.5 Park any commercial vehicle that weighs over 3.5 tonnes on or near the property.

8.12.6 Park or leave any illegal, untaxed or unroadworthy vehicle on our land including authorised parking areas.

8.12.7 Park or drive any vehicle on or over any grass verge, communal garden, communal open space or similar piece of land in the area around the property.

8.12.8 Do major repairs (or run any form of motor vehicle repair business) to any car, motorcycle or other motor vehicle on the property or on any of our land including authorised parking spaces or allow engine oil or any similar substance to be poured down any drains or over any road or other surface.

8.12.9 Use any of our land for storage or business purposes without our prior written permission.

8.13 Shared areas

You must not keep or leave rubbish, dangerous materials or any other belongings in any of the shared areas (such as stairs, lifts, landings, entrance halls, shared gardens, parking areas). If you do so, we may (but we are not obliged to) clear it and make you pay for the cost of disposal.

8.14 Alterations

You must not put up structures such as sheds, garages or pigeon lofts anywhere on your home or in your garden, unless you have our written permission, and that of the local authority if you need planning permission.

8.15 Gardens

- 8.15.1 If your home includes a garden, or you share use of a garden with the tenants of the other flats in the building then you must do the following:
- Keep your garden tidy.
 - Get our written consent before you plant any tree in your garden or carry out any major works to any tree in your garden.
 - Not remove any tree from your garden without our prior written consent.
 - If you have a dog, you must make sure there is adequate fencing so that the dog cannot get out of the property, garden or balcony by itself
 - Not store rubbish, furniture or any unsightly objects in your garden or in any garden or other area.
- 8.15.2 We can enter the property and do any work we think is necessary if you:
- neglect your garden;
 - allow any tree or bush (including those that are diseased or dead) to be a nuisance or danger or a potential nuisance or danger;
 - allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property;
 - allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical installation or structure (including a road, footway, paved or surfaced area); or
 - do not fence your garden in line with Clause 8.15.1

You may have to pay us for any work we have to do.

8.16 Balconies

- 8.16.1 If you have a balcony, you must:
- keep it clean and tidy at all times;
 - keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
 - not allow any animal to foul it;
 - not light fires, including barbecues, on it.

8.17 Running a business

You must not run a business from your home without first getting our written permission. We will not normally refuse permission unless the business would:

- become the main use of your home;
- cause a nuisance;
- possibly cause damage;
- break planning law.

8.18 Dangerous material

You must not keep or use paraffin, petrol, calor gas or any other dangerous or inflammable material in your home, garage or shed, which may be a fire hazard.

9. Leaving your home

- 9.1** You must write and tell us at least 4 weeks before you want to leave your home. This period must end on a Monday. Your rent must be paid up until the end of this notice period. If you do not give us this notice we are entitled to assume that, by leaving your home, you have brought the tenancy to an end. In these circumstances we may re-possess the property.
- 9.2** When you move out, you must give the keys of your home back to us, before the close of business on that day and not leave anyone else living in your home. You must take away all your furniture, personal possessions and rubbish.
- 9.3** We will not accept responsibility for any of your property or possessions left behind at the end of your tenancy. If anything is left, we can sell them (but we are not obliged to) and take our costs from the proceeds. We will account for any deductions we make. If you owe rent, we will use the money to reduce the money you owe. If you do not collect the proceeds within 12 weeks of our notifying you and we have made reasonable attempts to find you, we can use the proceeds to further the objectives of the landlord.

- 9.4** You must leave your home, our fixtures and fittings and anything we have installed in your home in clean and good condition, or we may charge you for the cost of cleaning, repair or replacement. You will not have to pay for normal wear and tear.

10. Consultation and information

- 10.1 We will support and help the development of any appropriate tenants' groups or forums and consult with them widely about how we manage the Estates.
- 10.2 We will actively encourage tenants' groups to take part in managing their Estate and will support any appropriate initiatives to develop such groups. The Local Management Forum will consider initiatives from tenants who want to establish suitable management arrangements, such as tenant management organisations. They will also consider the funding of their development within the business plan.
- 10.3 We must tell you about the way that we manage the homes we own or are responsible for, as required by the Charter for Housing Association Applicants and Residents under Section 36 of the Housing Act 1996.
- 10.4 Each year, we will publish a summary of our performance on a range of issues including rents, rent collection, lettings and repairs.
- 10.5 We will give every tenant a tenant's handbook, explaining your rights and obligations, at the start of the tenancy.
- 10.6 We will allow you reasonable access to personal information that we hold about you or your household. You are allowed to correct or record your disagreement with any information that we hold. This right does not apply to information that we have been given in confidence by a third party.
- 10.7 Under the Data Protection Act 1998, subject to you paying a reasonable charge, we will allow you to check information about you that we hold on computer or in any structured manual filing system.

2. L&Q Board members and senior staff

L&Q Group Board members as at 10 May 2007



Turlogh O'Brien, CBE

Turlogh was elected Chairman of the L&Q group in 2006. A scientist by profession, he worked for many years in the construction industry, and has substantial experience in the senior management of the Arup Group, a global design and business consulting firm.



Michael Richardson, CB

Until his retirement in April 2006, Michael was a senior civil servant in the Department for Work and Pensions. He has worked with L&Q since 1991 and was appointed Deputy Chairman in 2000.



Robert Cooper FCA

Robert is a Chartered Accountant being a Fellow of the Institute of Chartered Accountants in England and Wales (FCA). He has board level experience with two merchant banks and has been Finance Director of Next plc and Vestry Group. He has full financial experience, with particular exposure to banking arrangements, acquisitions, disposals, and international business.

Robert is currently Chair of the L&Q group Audit Committee. He joined the Group Board in 2006



Claire Martin,

Claire joined L&Q's Group Board in March 2005. Claire is Head of Supporting People at Kent County Council and has a MA in History, an MSC in Housing, is a Fellow of the Chartered Institute of Housing and has a Post Graduate Diploma in Strategic Management. Claire has also worked in the health sector.



Diane Phillips, CB

Diane is a retired senior civil servant at the Department of Transport. She joined L&Q in 1998 as a member of L&Q's South West Thames Regional Committee and has served on the Board since 1999.



Ainsley Forbes,

Ainsley is a property developer with many years experience as Assistant Director of Social Services with a local authority. He has been with L&Q since 1990 and chairs the Board of Tower Homes, the Group's home ownership subsidiary.



Gillian Nester-Smith,

Gillian is a magistrate and housewife. She serves on the City of Westminster Bench and is deputy Chairman of a Montessori teacher training college and school. As the longest serving member of the Board, Gillian's service with L&Q dates back to 1973.



Cecily Davis

Cecily is a solicitor and partner at DLA Piper, where she specialises in construction and infrastructure procurement. She joined the L&Q Group board in 2007.



Brian Carroll

Brian joined the L&Q Group Board in 2007 following his retirement as the Finance Director of Waitrose, the food arm of John Lewis Partnership PLC



Irene Addis

Irene became a Board member in September 1999. She is a Company Director and a Vice Chair of school governors and a trustee of a cancer drop-in centre. Irene has been a resident of L&Q since 1981.

L&Q Senior Staff



Don Wood CBE, Group Chief Executive

Don's career began in management consultancy, then industry, but he has worked in the social housing movement for over thirty years. Beginning with Circle 33 HT he moved on to become Director of New Islington & Hackney HA in 1976. In 1987 he took over as Chief Executive of London & Quadrant HT. He lives in Kew, Surrey and is married with six children. Don Wood was educated in Wimbledon, then the University of Bristol (BSc in Civil Engineering) and Manchester Business School (post graduate Diploma in Business Administration).



Steve Yianni, Group Director L&Q North Thames Region

Having worked in housing for 31 years, Steve has been the Group Director of the North Thames Region of L&Q for the past 18 years. Steve has led on several major regeneration projects and stock transfers in North and East London including Edmonton, Ilford and Leytonstone. He is very familiar with the area and the estate having lived on a Hackney council estate for 10 years when he was a child and worked for L&Q in their Hackney office for 5 years. Steve has a Business Studies degree and a Diploma in Housing qualification.

3. Terms of Reference of Local Management Forum

The terms of reference of the Local Management Forum can be summarised as follows:

1. Aims and Objectives

- 1.1 To ensure that residents voices are central to the regeneration of the estate
- 1.2 To ensure the service provided by L&Q is in line with the service promise;
- 1.3 Set priorities in terms of service provision on an annual basis;
- 1.4 Review service charges on an annual basis;
- 1.5 To agree budget priorities on management and maintenance
- 1.6 To review the Business Plan annually and monitor to ensure that it remains viable.
- 1.7 To agree local action plans to achieve these objectives
- 1.8 To promote an integrated community on Haggerston West and Kingsland Estates
- 1.9 To participate in neighbourhood partnerships.

2. General Responsibilities

- 2.1 Development
 - Monitoring works programme and phasing;
 - Monitoring the decant agreement;
 - Monitoring Method Statement implementation;
 - Involvement in the process of specification, shortlisting and tender selection for consultants and contractors working on Haggerston West and Kingsland.

2.2 Rent and service charge income

- Monitor rent arrears and voids losses to ensure targets are being achieved;
- Review service charges on an annual basis;
- Approve changes to services provided
- To recommend to the regions director any variation from the Business Plan rent formula.

2.3 Annual Budget and Business Plan

- To approve the budget for Management and Maintenance within the overall financial resources of the Business Plan including major repairs and improvements in the future.
- To review the Business Plan annually and ensure it remains viable.
- To suggest and consider options for revision of the Business Plan.
- L&Q undertakes to consult the Local Management Forum in the event of the Business plan having to be re-negotiated due to a shortfall of resources. The Trust would prepare options for the revised business plan, discuss these with the Local Management Forum and endeavour to reach agreement with the Local Management Forum on which options to pursue.

2.4 Housing Management

2.4.1 Allocations, lettings and transfers

- To monitor local policies and action plans for allocations, lettings and transfers
- Monitor nomination rights for the stock in respect of future vacancies;
- Agree and review the community lettings plan
- Monitor key performance indicators and targets

2.4.2 Repairs and service monitoring

- To monitor repairs and maintenance on the estate
- Monitor performance against budget and service promise;
- Monitor repairs performance against response times and general tenants satisfaction;
- Monitor services (e.g. ground maintenance, caretaking, cleaning, etc) and agree any changes to the services provided.

2.4.3 Customer Services

- To monitor the 100 day blitz
- Agree standards of customer service and monitoring
- Monitor the process for dealing with formal complaints (from tenants or otherwise).

2.4.4 Community Development and participation

- To agree the community development strategy for social and economic regeneration;
- To agree the resident consultation and participation strategy;
- Agree on the allocation of Community Grant Fund Applications from residents.

2.4.5 Estate Services

- To develop estate based policies (e.g. anti-social behaviour, neighbour nuisance, graffiti, etc.) in line with the Offer Document
- To monitor other housing management functions

3. Equal Opportunities

- Monitor to ensure that the equal opportunities policy of the association is being complied with.

4. Other Powers

In fulfilment of its objectives the Local Management Forum may:

- request preparation of any reports from L&Q officers to enable it to fulfil its responsibilities set out above. The production of a report must be agreed by a meeting of the Local Management Forum or by the Chair between meetings.
- Formation of a sustainable model for raising funding e.g. establishing a trust
- raise matters of staff performance with the nominated senior officer
- form specific working groups which shall report to the Forum, and may disband such as the need arises
- place before meetings of appropriate committees of the Association reports of any of its business and activities or matters requiring formal consideration by them.
- produce an annual report for residents

5. Delegation

Operational responsibility will be fully delegated to the Operations Manager who will be managed by an L&Q Director, and to staff employed by the Trust for the matters specified above, which are specifically reserved for the Local Management Forums approval.

- The Operations Manager will be the primary contact for the Forum
- to manage the affairs of the Haggerston West & Kingsland estates in accordance with the general policies of L&Q and specific decisions of the Local Management Forum
- to help determine the policies and strategy for the estates.
- to draw the Local Management Forums attention to matters it should consider and decide
- to ensure the Local Management Forum is given the information necessary to perform its duties and, in particular, that the Local Management Forum receives advice and guidance on matters concerning compliance with the law, the regulatory framework and the Business Plan

- to ensure proper systems of control are established and maintained
- to supervise, with the guidance of the Chair, the preparation of documents for consideration by the Local Management Forum
- to assist the Local Management Forum to analyse its members' skills and training needs, and to arrange induction and training to enable them to perform their duties
- to help the Chair ensure that the business of the Forum is properly conducted
- to lead and manage the staff and ensure their performance is appraised.
- to represent L&Q as necessary.
- production of financial reports
- to act as Secretary to the Local Management Forum including: to call meetings according to the schedule; to issue papers for meetings in advance of the meetings; to draw the Local Managements Forum's attention to matters it should consider and decide; arrange for attendance of relevant staff from the L&Q to present information on their area of operation.

7. Forum

1. Residents representatives to be drawn from Haggerston West and Kingsland only
2. The term of the forum members will be a maximum of 2 years
3. The forum will have representatives on the residents board.
4. Membership of the forum
 - a. Number of Residents – tenants 10 and leaseholders 4
 - b. L&Q nominees 4
 - c. Borough nominees 2
 - d. Tower nominees 1
5. Forum composition and aims and objectives to be reviewed 3 years after transfer

4. Useful Names and Addresses

Ken Ibe

LB Hackney, Christopher Addison House
72 Wilton Way, London E8 1BJ
Telephone: 020 8356 4785
Email: Ken.Ibe@Hackney.gov.uk

London & Quadrant Housing Trust (L&Q)

Graham Girling, L&Q
209-211 Haggerston Road, London E8
Freephone: 0800 955 5108.
Email: ggirling@lqgroup.org.uk

First Call, Your Independent Advisor

Contact: Neal Purvis
Prospect House, 2 Prince Georges Road, London SW19 2PX
Freephone: 0500 291 999
Email: nealpurvis@tiscali.co.uk

Department for Communities and Local Government (DCLG)

Decent Homes Division
Zone2/D2, Eland House, Bressenden Place, London SW1E 5DU
Telephone: 020 7944 3259/3639

The Housing Corporation

Stock Transfer Registration Unit (STRU)
Attenborough House, 109/119 Charles Street, Leicester LE1 1FQ
Telephone: 01162 424800

Your Local Ward Councillors

Councillor Afolasade Bright

Email: afolasade.bright@hackney.gov.uk

Surgery Dates: 1st Thursday of the month.

Surgery Times: 6.30pm - 7.30pm

Venue: Haggerston Community Centre, Haggerston Road, E8

Councillor Barry Buitekant

Email: barry.buitekant@hackney.gov.uk

Surgery Dates: 1st Thursday of the month.

Surgery Times: 6.30pm - 7.30pm

Venue: Haggerston Community Centre, Haggerston Road, E8

Councillor Jonathan Mc Shane

Email: Jonathan.McShane@hackney.gov.uk

Date: 1st Thursday of the month Start: 6.30pm End: 7.30pm

Venue: Haggerston Community Centre

Address: Haggerston Road E8

Citizens Advice Bureau

Dalston Citizens Advice Bureau
491-493 Kingsland Road
Dalston, Hackney
London E8 4RU
Telephone: 0870 126 4013 - 24 hour recorded information

Mare Street Citizens Advice Bureau

236-238 Mare Street
Hackney, London
E8 1HE
Telephone: 0870 126 4013

Law Centres

Hackney Law Centre
8 Lower Clapton Rd
London, E5 0PD
Telephone: 020 8985 8364

Turkish Law & Human Rights Centre

18 Ashwin St, London, E8 3DL
Telephone: 020 7241 0056

Independent Housing Ombudsman

81 Aldwych, London WC2B 4HN
Telephone: 020 7421 3800
Web: ihos.org.uk

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Bengali

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Somali

Haddii aad jeclaan lahayd in aad ogaato waxa dokumeentigani sheegayo fadlan calaamadi godka ku haboon, ku qor magacaaga, cinwaanka iyo telefoon lambarkaaga boggan dhankiisa hoose ka dibna ku celi cinwaanka hoose.

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Turkish

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Vietnamese

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Urdu

اگر آپ یہ جاننا چاہتے ہیں کہ دستاویز میں کیا لکھا ہے تو ازراہ کرم مناسب باکس میں صحیح کا نشان لگائے اور اپنا نام، پتہ اور فون نمبر اس صفحہ کے نیچے لکھئے اور اسے نیچے دیئے گئے پتہ پر واپس بھیج دیجئے۔

Chinese

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