

TENANCY AGREEMENT

This TENANCY AGREEMENT dated the 14th of April 1997 is made between the Royal Borough of Kensington and Chelsea (hereinafter called "the council") AND

Ms Gitirva Pahlavani (hereinafter called "the Tenant").

The council lets to the Tenant and the Tenant takes a weekly Tenancy of the Premises known

as 2d Lunden Tower, Lancaster West Estate London W11

consisting of 3 rooms on the 2nd floor (hereinafter and in the Conditions of Tenancy called "the Premises") The Tenant shall pay a weekly sum of

£ 86.67 and other charges as specified in the rent reference card or such sums as notified to the Tenant which together shall constitute the rent. The Conditions of Tenancy herewith form part of this Agreement. The Tenancy shall commence on

Monday 21st April 1997

Where the Premises are let to two or more persons they shall hold the Tenancy as joint tenants and the expression "the Tenant" herein in the conditions of Tenancy shall include those persons jointly and severally. Within this Agreement and in the Conditions of Tenancy, the singular expression includes the plural and the masculine expression includes the feminine.

The Tenant declares that the following persons will live and sleep on the Premises.

SURNAME	OTHER NAME(S)	RELATIONSHIP TO TENANT	DATE OF BIRTH
PAHLAVANI	GITIARA	TNT.	
SADAFI	SHAHIN	SON	

The Tenant acknowledges receipt of 2 entrance door keys, and 2 other keys and one copy of the Tenants Handbook.

Signed Pahlavani The Tenant

Signed Mandy Khan

Chief Executive or other officer of the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd.



THE CONDITIONS OF TENANCY

In this document "the Estate" means the:

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and shall include all access roads, paths, walkways, and play areas therein; the "building" shall mean that building of which the premises hereby let form part and the expression "the common parts" means the entrance lobbies, access balconies, lifts, access staircases and rubbish chutes of the building and of the Estate.

THE COUNCIL'S RIGHTS

1. ALTERATION TO RENT AND OTHER WEEKLY CHARGES:

The Council shall have the right to alter the rent and charges if any for heating and hot water after giving the Tenant 4 weeks' notice in writing.

2. VARIATION OF TENANCY CONDITIONS:

The council shall have the right to add to or alter these Conditions on giving 4 weeks' written notice to the Tenant subject to the provisions of the Housing Act 1985.

THE TENANT'S RIGHTS

3. RIGHT TO OCCUPY:

The Tenant has the right to occupy the Premises without interruption or interference from the Council for the duration of the Tenancy so long as the Tenant complies with the conditions of Tenancy.

4. SECURITY OF TENURE:

The Tenant has security of tenure as a Council Tenant so long as he occupies the Premises as his only or principal home in accordance with the conditions of Tenancy.

THE COUNCIL'S RESPONSIBILITIES

5 EXTERNAL AND STRUCTURAL:

The Council shall keep in repair and where appropriate in proper working order the common parts, and the structure and exterior of the building including drains, gutters and external pipes.

6. REPAIRS TO INSTALLATIONS:

The Council shall keep in repair and proper working order installations provided by the Council in the Premises for the supply of water, gas and electricity, for sanitation including basins, sinks, baths and sanitary conveniences, for space heating or water heating.

7. EXCEPTION TO REPAIR LIABILITIES:

The Council shall not be liable for carrying out works or repairs which are rendered necessary by the Tenant not using the Premises in a tenant-like manner, or by his failing to observe the Conditions of Tenancy subject only to fair wear and tear.

8. EXTERNAL DECORATION:

The Council shall, as and when necessary, decorate such parts of the exterior of the Premises and of the common parts as are usually decorated.

THE TENANT'S RESPONSIBILITIES

9. RENT PAYMENT:

The Tenant shall pay the rent for each week of Tenancy on Monday in advance.

10. VACATION OF PREMISES:

The Tenant shall, on termination of the tenancy, leave the Premises and ensure that all persons residing there with his consent leave the Premises and that all goods are removed, other than the council's fixtures and fittings, and that all keys are returned to the council and the Premises are left in good order.

11. ACCESS:

The Tenant shall, upon reasonable notice, permit any person authorised by the Council to enter upon the Premises for the purpose of inspection and for carrying out such work as may be deemed necessary. In the case of an emergency the Tenant shall allow such persons immediate access.

12. REPAIRS:

The Tenant shall give or send immediate notice to the Chief Executive of the Royal Borough of Kensington Tenant Management Organisation Ltd. of any defects or dilapidations in the Premises, but the Tenant shall be responsible for those minor repairs listed in the Tenants' Handbook.

13. DAMAGE:

The Tenant shall pay to the Council the expense of any works to or on the Premises made necessary by the Tenant's negligence or misuse of the Premises, or failure to remove or ensure the removal of all goods on leaving the Premises.

14. INTERNAL DECORATION:

The Tenant shall be responsible for maintaining the interior of the Premises in good repair and decorative condition to the Council's satisfaction, subject to fair wear and tear (Reference should be made to the Council's policy to redecorate OAP flats in the case of hardship as outlined in the Tenants' Handbook).

15. CHANGES OF RESIDENTS:

The Tenant shall notify the Chief Executive of the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd. in writing of any changes in the persons (including lodgers) residing in the Premises.

16. CLEANING OF COMMON PARTS:

The Tenant shall be responsible for the cleaning and sweeping of those common parts immediately adjacent to the Premises.

17. CONTINUOUS RESIDENCE:

The Tenant shall reside continuously in the Premises which shall be the Tenant's principal residence and shall require the permission of the Council not to occupy the Premises for longer than three months.

18. GARDENS AND PATIOS:

The Tenant shall maintain to a reasonable standard of cleanliness and tidiness any gardens and patios and balconies which form part of the Premises.

19. ALTERATIONS AND ADDITIONS:

The Tenant shall require the written permission of the council to affix or display on the exterior of the Premises any notice or advertisement for commercial purposes or television or radio aerial; or to erect or construct in the garden of the Premises any permanent or temporary building, structure or installation; or otherwise make any alterations or additions to the Premises, including external decoration, or to any Council's fixtures or fittings or to the Council's gas, electrical and other services installed in the Premises.

20. SUB-LETTING AND ASSIGNMENT:

The Tenant shall not assign, or part with possession, or sub-let the whole of the Premises without the written consent of the council which consent shall not be unreasonably withheld.

21. BEHAVIOUR:

The Tenant shall not misuse the Premises, or cause or allow any discomfort, inconvenience or any annoyance to his neighbours, whether by himself, or members of his house-hold including lodgers, or visitors or by any animals.

22. HARASSMENT:

- (a) The Tenant shall not from within the Premises or on the Estate commit or allow members of his household or invited visitors to commit any act which may interfere with the peace and comfort of, or cause offence to any other tenant, member of his household or visitors, by reason of his race, colour, ethnic origin or nationality.
- (b) The Tenant shall not from within the Premises or on the Estate commit or allow members of his household or invited visitors to commit any act which may interfere with the peace and comfort of, or cause offence to any other tenant, member of his household or visitors against persons perceived to have the AIDS/HIV infection.
- (c) The Tenant shall not from within the Premises or on the Estate commit or allow members of his household or invited visitors to commit any act which may interfere with the peace and comfort of, or cause offence to any other tenant, member of his household or visitors against persons perceived to have mental illness.

23. USE OF THE PREMISES:

- (a) The Tenant shall not use or allow members of his household or invited visitors to use the Premises for any illegal or immoral purposes including the unlawful keeping or use of controlled drugs.
- (b) The Tenant shall use the Premises for residential purposes only and shall not operate a business or trade at the Premises without the written consent of the Council.

24. ASSAULT OR THREAT TO COUNCIL STAFF:

The Tenant shall not assault or threaten any violence against any employee or agent of the Council or anyone else lawfully on the Estate.

25. OBSTRUCTION OF COMMUNAL ACCESS:

The Tenant shall not obstruct the common parts, or cause or allow members of his household, lodgers or visitors to do so.

26. ANIMALS:

The Tenant shall not keep or permit to be kept any animals on the Premises without the written permission of the Council.

27. COMBUSTIBLE OR OFFENSIVE GOODS:

The Tenant shall not keep or permit to be kept any combustible or offensive goods or materials on the Premises, except such combustible goods as are required for the ordinary use of the Premises, and in particular shall not keep liquid petroleum gas or paraffin.

28. INSURANCE:

The Tenant shall not do or permit to be done anything whereby any insurance of the building or Premises against loss or damage by fire may become void. (Please refer to the Tenants' Handbook).

29. HEAD LEASE:

The Tenant shall not do anything in contravention of the terms of any lease under which the building is held by the Council.

GENERAL CONDITIONS

30. TERMINATION OF TENANCY:

- (a) The tenancy may be terminated by the Tenant by giving the council four weeks' notice to quit. Any such notice shall be signed by him and addressed to the Council and served upon the Chief Executive of the Tenant Management Organisation Ltd., at the Tenant Management Organisation's registered office, or its housing estate offices.
- (b) The tenancy may be terminated by the Council by giving the Tenant the appropriate statutory notice and then applying to the County Court for a possession order. Any such notice shall be signed by or under the authority of the Chief Executive of the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd. and served on the Tenant personally or left for him upon the Premises or posted to the Tenant addressed to the Premises by Recorded Delivery post four weeks at least prior to the date of seeking possession in the Court, but in the event of service not being able to be effected by any of these methods, the notice may instead be affixed to the Premises.

31. TRANSFER TO ANOTHER DWELLING:

In the event of the Tenant vacating the Premises to become the council's tenant of another dwelling, the Council shall be entitled:-

- (i) to offset and appropriate all payments subsequently made by him against any debts found to be due from him to the council in respect of rent and/or use and occupation of the Premises vacated or any other charges or debts due to the Council in connection with the former tenancy or; in the absence of such liabilities.
- (ii) to credit the account of the tenancy as payment for rent any overpayment of sums due from him in respect of the vacated Premises.