

# Hackney Council's Rules & Regulations for Tenants

These rules apply to leaseholders and their tenants and have been developed in consultation with residents and residents' groups. They are an extract from Hackney Council Leaseholders' Rules & Regulations (original at <https://hackney.gov.uk/your-lease>); section numbers and titles have largely been preserved.

Explanation of terms used:

- 'you' and 'your' refer to leaseholders and tenants.
- 'us', 'our' and 'we' refer to Hackney Council.
- 'the property' refers to 3 Ian Bowater Court.
- 'estate management rules' refer to these rules and regulations.

## 3.2 Using the property

- a) You are responsible for your own behaviour and the behaviour of every person (including children) living in or visiting the property. This includes the surrounding land, shared areas (stairs, lifts, landings, entrance halls, paving, shared gardens, play areas and parking areas) or anywhere else on the estate the property is on.
- b) You must not do anything inside or outside the property that may cause a danger to anyone on our estates, including:
  - throwing anything out of the window or off a balcony;
  - placing anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting the property, in the local area or on our property or estates;
  - blocking the toilets, drains, pipes, gutters and channels in or about the property with fat, oil-based paint or other substances;
  - pouring oil, including cooking oil, petrol or any other chemical into the public drainage system.

## 3.4 Hygiene

- a) You must keep the property clean and free from rubbish and get rid of your rubbish, including bulk refuse items, properly.
- b) You must not hoard items in the property if they may be a fire or health risk or prevent access to the property.
- c) If you do not keep to estate management rules (a) and (b) above, we will charge you for any work we do to put the situation right, such as removing rubbish.
- d) You must not leave syringes and other sharp items in public areas where people could come into contact with them. You must dispose of used syringes safely using sharps boxes when provided.
- e) You must take reasonable action to control any vermin or pests that enter the property. If you have rats, mice, cockroaches or other vermin or pests in the property, you must report this to us.
- f) You must allow reasonable access to the property to carry out work to contain and remedy any infestation affecting the property, the building and surrounding homes that you or others have reported to us or has come to our attention as needing to be done.
- g) Where we believe the problem originated in, and is restricted to, the property we will ask you to take reasonable action to resolve it immediately. If there is a risk that infestation will spread beyond the property you must also report it to your neighbourhood housing office or Tenant Management Organisation (TMO) office.

## 3.5 Shared (communal) areas

You, or anyone living with you, or visiting the property must not do the following:

- a) Interfere with any security and safety equipment (such as fire or smoke alarms, door-entry systems, security gates and CCTV systems) and must fully co-operate with any measures we take to protect the security of the property. All shared doors should be closed behind you. Do not jam them open and do not let strangers in without getting identification.

- b) Cause damage to our buildings, walls, fences, roofs, shared areas, grassed or landscaped areas (including damage caused by vehicles).
- c) Leave rubbish or large household items outside the property, on landings or in shared areas. This applies particularly to rubbish with a high content of wood, cardboard, paper, plastic, liquids and materials which burn easily. If we notice such items we will arrange for them to be safely removed and disposed of. You will have to pay our costs of doing this.

### **3.7 Fire safety**

- c) You must not do anything that is a potential fire risk.
- d) You must not interfere with any equipment installed by us for detecting or putting out fires in the property or shared areas.
- e) You must not do the following:
  - Keep any items that may cause or increase the risk of fire in any shared areas (including stairs, walkways and storage areas) or put the safety of others at risk.
  - Use portable oil or paraffin heaters or keep liquid petroleum gas or any other flammable or explosive substance in the property, garden, garage or shared area.
  - Smoke, or allow your visitors and guests to smoke, in any enclosed shared area, including shared areas in converted street properties and the stairs, lifts and corridors of blocks.
- f) You must allow the fire service and other professional staff into the property to carry out a fire-risk assessment when we consider this necessary.
- g) You must allow the fire service and other professional staff into your home to carry out a fire-risk assessment when we consider this necessary.
- h) You must report any incident of fire to us by calling your neighbourhood office on 020 8356 3330/4440 as soon as possible after the incident. This will allow us to come around and assess any damage. It will also allow us update our fire risk assessments and to take action, including providing information and advice, which will help to improve your safety and that of all our residents.

### **3.9 (Gardens), balconies, (patios and yards)**

- b) You must keep your balcony tidy and free of rubbish.
- c) You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.
- d) If you break any of the estate management rules (b) and (c) above and we have to carry out work to put the matter right, we may charge you for the work.

### **3.10 Antisocial behaviour**

- a) You, or anyone living with, or visiting you, must not act in an antisocial way, harass anyone, cause a nuisance or use violence in the property, in the local area, or on our property or estates.
- b) We may take legal action to deal with antisocial behaviour. If we take legal action we will ask the court to give us an order for you to pay our legal costs.
- c) Antisocial behaviour includes but is not limited to the following:
  - Racist or homophobic (anti-gay) behaviour, gestures and language
  - Using or threatening to use violence including domestic violence
  - Damaging and vandalising property
  - Spraying or writing graffiti
  - Loud music or making other loud noise
  - Persistent arguing and slamming doors
  - Noise or mess from pets
  - Offensive drunkenness
  - Dumping rubbish
  - Setting fires

- Riding motorbikes or mopeds anywhere other than on the road
- Installing or using equipment such as aerials to operate illegal radio broadcasts from the property, our property or a shared roof
- Repairing cars on estate roads or parking areas
- Obstructing any shared areas, doorways and other entrances or exits
- Playing ball games in areas of the estate which stipulate that “no ball games” are to be played

### **3.11 Harassment and hate crime**

- a) You, or anyone living with you, including visitors and children, must not do the following:
- Harass or threaten to harass anyone because of their age, colour, culture, disability, ethnic origin, sex, gender reassignment (living as the sex opposite that shown on their birth certificate), nationality, race, religion or sexuality. This includes encouraging any other person to do so.
  - Do anything which causes or is likely to cause a nuisance to anyone in the local area or on our property or estates. You are only responsible for your visitors when they are in the property or in the area around the property.
  - Do anything which interferes with the peace, comfort or convenience of other people in the local area or on our property or estates. This includes playing music systems or musical instruments too loudly or having the volume of the television turned up too high
- b) Examples of harassment include but are not limited to the following:
- Using or threatening to use violence towards any person, including our staff
  - Using abusive or insulting words or behaviour
  - Stalking someone
  - Damaging or threatening to damage another person’s home or possessions
  - Writing threatening, abusive, insulting or hate-motivated graffiti
  - Placing rubbish, paint or any other offensive substance on any part of a property or building

### **3.12 Criminal activity**

- a) You must not allow the property to be used for criminal or illegal activities, including prostitution and human trafficking. In particular you must not use the property in connection with:
- selling, using, storing, manufacturing or growing illegal drugs;
  - storing or handling stolen goods, or
  - keeping illegal or unlicensed guns or weapons.
- b) You must not use the shared areas, any neighbouring areas or any garage or storage space for any illegal purpose, including but not limited to:
- arson or attempted arson
  - interfering with security and safety equipment
  - damaging shared areas or facilities
  - breaking windows or doors
  - writing graffiti, or
  - using weapons such as guns and knives.
- c) If a warrant has been obtained and it is necessary for the Police to enter the property by force you will be required to pay costs associated with any damage caused to any part of the building including entrance doors and frames.

### **3.13. Gangs**

You, or anyone living with you, or visiting you, must not be involved in gang-related violence. In deciding what gang-related violence is we will take account of any current laws and government guidance on what is meant by ‘gang’ and ‘gang-related violence’.

### **3.14. Nuisance and annoyance**

- a) You, or anyone living with, or visiting you, including children, must not do anything that causes, or is likely to cause, a nuisance, danger, annoyance or disturbance to anyone living, visiting or working in the area around the property at any time of the day or night, particularly between 11pm and 7am.
- b) Examples of nuisance, annoyance or disturbance include, but are not limited to, the following:
  - Noise nuisance (except for ordinary and reasonable household noise), including noisy parties and prayer meetings, banging doors and unreasonable noise after putting down laminate flooring without adequate soundproofing
  - Dumping rubbish and furniture, fly-tipping or lighting fires
  - Not keeping pets under control, including excessive barking and dog fouling in shared areas
  - Repairing any vehicle
  - Riding motorbikes, trail bikes or quad bikes anywhere other than on roads or in designated areas
  - Skateboarding and cycling on footpaths and balconies and in corridors

### **3.15. Repairs and maintenance**

- a) You must tell us about:
  - any problem or defect in the building structure which we are responsible for repairing
  - any problem which is damaging, or is likely to damage, the homes around you or the structure of the building
  - any problem that is damaging, or is likely to damage the health of others
  - any pests which are damaging, or likely to damage the health of others.
- b) If you, or anyone living in, or visiting the property, (including their animals and children) damage or neglect any part of the structure of the building we will put the damage right at your own expense.

### **3.17 Damage to the property and repairs we charge you for**

- a) If you, or anyone living in, or visiting the property (including their animals and children) damage the building structure or communal areas, you are responsible for notifying the Council of such damage and paying for the repair. We will arrange for any necessary repairs to be carried out at your expense.
- b) If we have to carry out any repairs as a result of you not keeping to these estate management rules, you will have to pay for the work. We will also charge you for any work which you are responsible for but you ask us to do. The amount we charge will include an administration charge equal to 15% of the cost of the work.
- c) If you break these estate management rules, we may charge you for the cost of us putting the matter right, including dealing with rubbish such as bulky refuse, repairing any damage and cleaning the property or communal areas.

### **3.20 Parking and vehicles**

- a) You, or anyone living in, or visiting the property, must only park in designated parking areas and within marked parking bays where available. Failure to do this may result in a fixed penalty notice
- b) You must not do the following:
  - Keep any vehicle that is not taxed, insured or roadworthy, or which has a SORN (Statutory Off Road Notification), on any land we own (other than your private drive if you have one).
  - Park or drive a vehicle on any shared area that is not a road, including footpaths and grassed areas.
  - Transport motorbikes or mopeds in lifts on the estate.
  - Keep vehicles other than bicycles inside the home or in any shared area of the block. Bicycles must not cause an obstruction.
  - Park any motor home, mobility scooter, caravan or commercial vehicle (other than a small van) at the property, or on any road or land owned by us, without written permission from your

neighbourhood office or TMO.

- Park any heavy goods vehicle, vehicle that can carry more than eight passengers, vehicle that does not fit in a parking space, or vehicle that is more than 2.3 metres high, on any part of the estate.
  - Park dangerously or obstruct access to any other home or service area (for example, bin areas).
- c) If you do not keep to these estate management rules and we have to remove a vehicle, you will have to pay any costs for this and we will not be responsible for the loss of, or any damage to, the vehicle, unless it was caused by our negligence.

### **3.22 Controlled parking schemes**

If your estate has a parking-control scheme, you must give us the vehicle registration numbers of all vehicles used by you or members of your household. You, or anyone living in, or visiting the property, must not park in any 'no parking' areas, and must follow the rules of the parking scheme (for example, parking within marked bays and displaying the correct parking permit).

### **3.23 Vehicle repairs**

You, or anyone living in, or visiting the property must not carry out any repairs to any vehicle at the property or on the estate, including your driveway (if you have one) other than minor maintenance such as changing wheels or tyres.

### **3.24 Relationship with council officers or agents**

You, or anyone living in, or visiting the property (including children) must not do the following.

- a) Abuse, harass, threaten, intimidate, obstruct or assault any of our agents, contractors or councillors, or encourage anyone else to do so. This applies whether or not they are carrying out their duties for us, and includes abuse and harassment by phone, email, letter or text message.
- b) Offer or give any tip, gift, reward or favour to any officer, agent or contractor of ours for work they have carried out on our instructions.

### **3.25 Access to the property and health and safety**

- a) You must provide a safe environment for our employees, agents and contractors visiting the property, including not smoking in the same room immediately before (if it is a planned visit) and during the visit.
- b) You must give our employees, contractors and agents reasonable access to the property to carry out repairs, improvements, inspections and servicing (including servicing sprinkler systems where fitted, fire risk assessments or pest control activities). If you do not provide reasonable access to the property and there is no good reason for this, we may take legal action.
- c) We will usually give you at least 48 hours' written notice that we need access to the property. However, in an emergency we may have to enter the property without giving notice. If necessary we may force our way into the home if we cannot be let in.

### **3.26 Advertising, sales and letting display boards**

You must not install, fix or permit to be installed or affixed any sales or letting display boards, notices or advertising to any part of the property, block or estate.

### **3.27 Disputes**

Any disputes between you and other residents of the block or estate, in respect of the use of the property, shall be settled by reference to Hackney Council.