



# London Borough of Hackney Licence Conditions

## Express terms of the agreement

*This part of the written statement sets out other terms of the agreement which may be agreed between you (the site occupier) and the site owner (London Borough of Hackney) in addition to the implied terms set out in the annex to Part 2.*

By law, you do not have the same rights as a tenant of conventional “bricks and mortar” housing. You cannot do the following:

- apply to buy your pitch;
- take in a lodger;
- sublet all or part of your pitch;
- vote for a change to a new landlord (although you will be consulted on any potential change);
- expect the Council to repair your caravan; or
- assign your pitch unless by way of succession

## Section 1 – Introduction

These licence conditions set out your rights and responsibilities as a resident of Hackney Council and our duties as your landlord.

These licence conditions form part of the licence agreement between you (the resident and us (Hackney Council)). The licence agreement is a legally binding contract between you and the Council. By signing the licence agreement you are confirming that you are a Gypsy or a Traveller within the definition made under the Housing Act 2004.

Please read the licence agreement and these licence conditions carefully and keep them in a safe place. If you do not keep to these conditions you could lose your home.

In these conditions, the terms ‘you’ and ‘your’ refer to you. The terms ‘us’, ‘our’ and ‘we’ refer to Hackney Council.

If you made a false or misleading statement to get this licence, we may take legal action against you and evict you.

## **Section 2 – Personal information**

By signing the licence conditions, you agree that we can use your personal information in line with the Data Protection Act 1998 for the purpose of preventing fraud.

## **Section 3 – Your tenancy**

### **3.1 Breaking the licence**

If you break these licence conditions or the licence agreement we may have to take you to court. If the court grants us a possession order, you and your family will have to leave your home. We do not want this to happen and will give you support and advice to prevent it, unless you gave us false or misleading information to get or keep your tenancy.

### **3.2 Changing the rent, service charges and other charges**

We will normally increase your rent and service charges once a year. We will write to you at least four weeks before a planned increase. We can still change the rent even if you do not receive the notice or you claim that you did not receive the notice. Rent increases usually come into force on the first Monday of April each year.

We can charge you for any new service we provide to your home. If we need to add, remove or change any service we will consult you first. The cost of the service will be charged as part of your rent or service

### **3.3 Passing the tenancy on when a tenant dies (succession)**

a) If you die, we will grant a new licence to someone for the same pitch as long as that person is entitled under this agreement and is your husband, wife or civil partner or another member of your family if you have no husband, wife or civil partner. This is known as 'succeeding to your licence'.

b) The person who succeeds to your licence must have been living on the pitch or plot as their only or main home for the 12 months up until your death.

c) For the purposes of this licence agreement, we class a member of your family as one of the following.

- Your husband, wife or civil partner, or someone you live with as if they were your husband, wife or civil partner.
- Your parent, grandparent, child, grandchild, brother, sister, uncle, aunt,

- nephew or niece.
- Exceptional circumstances: if you die, a relative who has guardianship of your children may succeed your licence.
- If more than one qualifying person applies for a licence, then the Council can decide who will be granted a licence.

A civil partner is someone who has entered into a formal arrangement (known as a 'civil partnership') with the same sex partner so they have the same legal status as a married couple.

The Council may request evidence of proof of residence at the time of death before accepting any succession of pitch agreement. The occupier must not have a principal home anywhere else.

### **3.4. Pitch Occupation**

You must not let anyone (other than person living with the occupier including children and visitors) occupy the pitch without the Council's written permission.

### **3.5 Sub-letting**

- a) No subletting of the pitch is allowed.
- b) You must not sell or give away anything on your pitch which belongs to us.
- c) You do not have the right to assign your pitch.

### **3.6 Transfer and Exchanges**

- a) Existing Traveller site residents with a licence can exchange pitches either on the same site or a different Traveller site. Both licence holders must agree to the exchange and it **MUST** be authorised by site management.
- b) Existing Traveller site residents living in a bungalow or a pitch can exchange with each other. Both residents must agree to the exchange and it **MUST** be authorised by site management.
- c) No mutual exchanges are allowed between residents living on a Traveller site with a licence and a resident not living on a Traveller site with a Hackney Council tenancy agreement.

As with exchanges within the general rented stock, the Traveller manager reserves the right not to authorise exchanges where there are existing breaches of licence conditions or where there is reason to think that the result of a proposed exchange is likely to make the safe and effective management of the site more difficult to achieve.

In which case the Traveller Manager will provide reasons for a refusal to agree an exchange in writing to both residents concerned. Any request for a review should be made within 21 days of the decision letter.. The review will be considered by

Hackney Council's Lettings manager in line .The result of the review will be notified to the applicant in writing within 28 days of the receipt of the review request.

### **3.7 Ending the licence**

a) If you want to end your licence agreement, you must give us at least four weeks' notice in writing. The licence will end on the first Sunday after the end of the four-week notice period. If you do not give us proper notice, your licence will not end and you will continue to be responsible for paying the rent, service charges and any other payments due to us.

b) You **must not** allow any person to remain living in the property when your licence ends. If you do, we will charge you for the property until the person moves out. You will also have to pay our legal costs of taking action to remove that person.

c) You must return all keys for the property to the Traveller Service by no later than 12 noon on the Monday after the Sunday your licence ends. If we do not receive your keys, you will continue to be responsible for paying the rent and charges for the property. You will also have to pay for any damage caused if you leave the property unsecured.

d) You must pay all rent and other charges up to the date your licence ends, even if you leave the property before then.

e) You must have a meeting with our representative on the day you move out of the property to agree on its condition.

f) You must remove all rubbish from your garden, garden shed and any garage or storage space you have used.

g) You will have to pay our costs of repairing damage (including replacing fittings that you have removed), clearing the property, cleaning the property, storing items you have left in the property, and looking after any animals you have left behind.

## **Section 4 – Your responsibilities as a tenant**

### **4.1 Paying rent and other charges**

a) You must pay your rent and other charges every Monday for the week ahead. If you fall into arrears, a warning notice may be issued.

- b) If you are having difficulty paying your rent you should contact us.
- c) You must immediately tell our Housing Benefit section, or Universal Credit about any change in circumstance that affects your Housing Benefit claim or U/C Housing Costs.
- d) If you do not pay your rent or other charges we may apply to court to repossess your home. You may have to pay our legal costs of taking you to court. If you are ordered to leave your home you will still have to pay us any rent you owe.

## **4.2 Living in your home**

- a) You must live in the property as your only or main home.
- b) You must tell Hackney Council Traveller Service in writing if you will be away from the property for more than three months. This is so we know that you have not abandoned the property. We will keep this information confidential.
- c) If you do not use your property as your only or main home, or you do not tell us when you will be away for more than three months, we may take action to end your licence. We will consider extending this period if we receive a written request from you or your official representative.
- d) The people allowed to live in your home are those you told us about when you applied for the licence and who are listed on the licence agreement. You must get our permission before anyone else comes to live with you for more than three months. You must tell us if there are any additions to your household, such as a baby or foster child.

## **4.3 Using the property**

- a) You are responsible for your own behaviour and the behaviour of every person (including children) living in the property. This includes responsibility for your and their behaviour in the property, on surrounding land, in shared areas (communal and parking areas).
- b) You must not do anything inside or outside your home that may cause danger to anyone on our caravan sites, including:
  - throwing anything out of the window;

- blocking the drains, pipes, gutters and channels in or about the property
- with fat, oil-based paint or other substances;
- pouring oil, cooking oil, petrol or any other chemical into the public drainage system; or
- altering the fire rating of your property by removing doors or walls.

#### **4.4 Running a business**

- a) You must get our written permission if you want to run a business from your home.
- b) Before we give our permission you must get any planning permission, building regulation approval or licence you need for the business or trade.

#### **4.5 Decoration**

- a) You are responsible for decorating the inside of your home and keeping it in a good condition and well decorated at all times.
- b) You must not:
  - Put Artex or textured finishes on walls or ceilings; or
  - Put polystyrene tiles on ceilings and walls.
- c) You must not decorate the outside of your home without our permission in writing.

#### **4.6 Hygiene**

- a) You must keep your pitch clean and free from rubbish and get rid of your rubbish properly if we ask you to.
- b) You must not hoard items in your pitch if that may be a fire or health risk or prevent access to your property.
- c) If you do not keep to conditions 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 take reasonable action to control any vermin or pests that enter your home. If you have rats, mice, cockroaches or other vermin or pests in your home, you must report this to us.

#### **4.7 Fire Safety**

a) If you rent your caravan/chalet from a private landlord you must ensure that annual gas boiler inspections take place and a smoke alarm and carbon monoxide detector is installed and checked on a monthly basis.

b) You must allow the fire risk assessors into your home to carry out an annual fire-risk assessment and remedy any recommendations.

c) You must allow access to the Traveller Officer to complete monthly Health and Safety inspections in your pitch.

d) You must ensure that your pitch is not over-crowded with mobile homes, chalets, and other vehicles and that there is a six (6) metre space between yours and any other caravan/mobile home on an adjacent pitch. You will be required to move your caravan/mobile home to ensure compliance with this requirement.

e) You must use gas bottles storage containers to store LPG gas bottles.

- you must not keep no more than two (2) LPG canisters on the pitch at any one time (whether empty or full);
- you do not store any LPG canisters or solid fuel beneath or between caravans, or in the amenity block;
- you must remove any disused LPG canisters from the site and return them to an authorised supplier.

f) You must not interfere with interlinked smoke alarms either in caravans, dayrooms or sheds

g) You must keep your pitch free from rubbish especially underneath any caravans

h) You must be able to produce for us on request an electrical inspection certificate for your caravan, on an IEE prescribed form, as issued by a competent person, within one month of coming onto the site and for every three (3) years thereafter.

i) You should have a simple multi-purpose fire extinguisher and a fire blanket near where you normally cook.

j) You must not use candles, portable oil or paraffin heaters or keep liquid petroleum gas or any other flammable or explosive substance in your caravan.

k) You must make sure that your gas cooker is installed by a qualified installer

on the Gas Safe register (previously CORGI registered) and that the cooker is regularly serviced.

l) You must not interfere with any electrical installations/supplies on the site or your pitch

m) We are responsible for annual boiler inspections and providing carbon monoxide detectors in dayrooms

n) We are responsible for annual electrical inspections in dayrooms and caravan hook-ups on individual pitches.

o) You must not park any vehicles on the communal areas if they can cause an obstruction, and you must ensure your visitors do not do so either.

p) There must be a distance of 2 metres between caravans on a pitch

q) Every site is equipped with a fire procedure that should be communicated to you.

r) You must not erect any gazebos or structures on the communal areas of the site.

s) You must not organise any events on the communal areas of the site that could cause an obstruction.

#### **4.8 Antisocial behaviour, harassment, domestic violence and nuisance**

a) You and anyone living with you must not act in an antisocial way, harass anyone, cause a nuisance or use domestic violence in your home, in the area around your home, or on our property or Traveller sites.

Your visitors must not act in an antisocial way, harass anyone, cause a nuisance or use domestic violence in your home, in the area around your home or on the estate your home is on.

b) We may take legal action to deal with antisocial behaviour, domestic violence, hate crime and nuisance. 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
- 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 motor bikes or mopeds anywhere other than on the road
- Installing or using equipment such as aerials to operate illegal radio broadcasts from your home, our property or a shared roof
- Repairing cars on estate roads or parking areas
- Obstructing any shared areas, doorways and other entrances or exits.

#### **4.9 Harassment and hate crime**

a) You and 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 your home and in the area around your home.
- 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 loud music or musical instruments and having the television too loud.

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

#### **4.10 Nuisance and annoyance**

a) You and 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 your home 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

#### **4.11 Domestic violence and abuse**

Domestic violence is any threatening behaviour, violence or abuse between family members or two people who are or have been in a relationship. It can affect anybody regardless of their sex, age, disability or sexuality and happens in all walks of life. The violence can be psychological, physical, sexual or emotional. It can include honour-based violence, female genital mutilation and forced marriage.

a) You or any member of your household must not commit or allow domestic violence, or cause any member of your household to be too afraid to leave or return to your home.

b) If you or any member of your household mistreats a child or a child is taken into care as a result of any abuse or mistreatment, we can take legal action to evict you or anyone living in your home.

c) If you or anyone living in or visiting your home breaks any of these conditions, we may take legal action against you, including the following:

- Asking a court for an antisocial behaviour injunction (ASBI), an antisocial behaviour order (ASBO) or any similar type of order that is introduced in the future. These are court orders to stop nuisance behaviour. If you break them, you can be fined or sent to prison, or both. You may also be banned from entering your property or the area.

- Asking the court to give us possession of your home and evict you and anyone living there.
- In the case of domestic violence, asking the court to remove you from the home so that you lose your tenancy, leaving your partner as the sole tenant of the property.
- Asking a court to change your secure tenancy to a demoted tenancy for a certain period of time.

#### **4.12 Repairs and maintenance**

a) You must tell us about:

- any problem in your home which we are responsible for repairing;
- any problem which is damaging, or is likely to damage, your home or the homes around you;
- any problem that is damaging, or is likely to damage, your health or the health of others; and
- any pests which are damaging, or likely to damage, your health or the health of others.

b) If you or anyone living in or visiting the property (including their animals and children) damages or neglects your home or any of our property, you must put the damage right at your own expense.

c) You are responsible for carrying out minor repairs and decorating inside your home.

d) You must not tamper with any meters in your home, whether they belong to us or any other company.

e) You are responsible for any leaks in your property and leaks from your property into any other resident's property as a result of overflowing baths, sinks, basins or showers, or as a result of faulty work carried out by or for you.

#### **4.13 Altering and improving your property (including satellite dishes, TV aerials and security grilles)**

a) You must get our written permission before carrying out any alterations or improvements to your home.

b) We will not give our permission until you have any planning permission, building regulation approval or other permission you need.

- c) You are responsible for making sure that washing machines and dishwashers are plumbed in properly by suitably qualified people.
- d) You must get our written permission before you carry out any gas or electrical work at your home. Any gas or electrical work must be carried out by a qualified contractor. Any gas engineer must be on the Gas Safe and electricians must be NICIEC registered.
- e) You are also responsible for any costs involved with work you arrange, including repairing any damage to our property and maintaining the improvement or alteration. We have the right to inspect any work carried out.
- f) If you take anything you have had fitted when you move, you must put the property back to the way it was when you moved in. If you do not we will charge you for the work we do to put the property back to the way it was.

#### **4.14 Damage to your property and repairs we charge you for**

- a) If you or anyone living in or visiting your home (including their animals and children) damage your home or our property, you must arrange and pay for the necessary repairs.
- b) If we have to carry out any repairs as a result of you not keeping to these tenancy conditions, 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 conditions, we may charge you for the cost of us putting the matter right, including dealing with rubbish, repairing any damage and cleaning the property.
- d) We will charge you for the cost of replacing lost keys.

#### **4.15 Pets**

- a) We want the borough to be a place where everyone respects each other, where people look after their animals or dogs and recognise that owning a pet means taking responsibility for their actions. Clause 4.22 below provides more detailed information on keeping a dog.
- b) You are responsible for your pet's welfare as defined under the Animal Welfare Act 2006.

c) You must get our written permission to keep any animal or pet, or to replace any animal or pet that you have had. We will only refuse to give our permission if we have a good reason.

d) We will allow you to keep any pet or other animal you already had in your home on the date these licence/tenancy conditions came into force (10/09/2012) as long as they do not cause a nuisance to us or your neighbours.

e) You must not allow any animal which is dangerous or unsuitable (such as wild, dangerous or poisonous creatures, or livestock such as horses, donkeys, goats, bees, pigs, cattle, ducks, reptiles, geese and chickens and some types of tropical birds) to be in the property.

f) You must not allow animals to make a mess in your home or shared areas..

g) You and any person living in or visiting your home (including children) must make sure that your pets are kept under control at all times, and do not damage or cause a nuisance in the property or any shared areas,

h) If any animal causes a nuisance you will have to remove it from the property. If you don't you will be breaking these licence conditions.

i) If you break any of these conditions, legal action may be taken against you and we would co-operate with other agencies such as the police and the RSPCA.

#### **4.16 Dogs**

a) You and anyone living with or visiting you must not keep any dog that is listed in, or fits the description of any dog in, the Dangerous Dogs Act 1991. This includes the following four types of dog that are banned under the Dangerous Dogs Act 1991.

b) You must not keep a dog at the property, or replace a dog that you previously had at the property, without first getting our written permission. We will only refuse to give you permission if we have a good reason.

c) When we are deciding whether or not to give you permission to keep a dog we will take account of all relevant matters, particularly whether:

- your property is suitable; and
- we have received any complaints about animals you already have.

d) If we give you permission to keep a dog, we will record details of this, and you must tell us about any changes (for example, if the dog is rehoused). You should also get the dog microchipped by a vet.

#### **4.17 Parking and vehicles**

a) You and anyone living in or visiting your home must only park in your designated parking areas and within marked parking bays.

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.
- Park any motorhome or caravan or on any part of the communal area owned by us, without written permission from us.
- Park dangerously or obstruct access to any other home or service area (for example, bin areas).

c) If you do not keep to these conditions and we have to remove a vehicle, you will have to pay any costs for this and we will not be responsible for any loss of or damage to the vehicle, unless it was caused by our negligence.

### **Section 5 – Our responsibilities to you**

#### **5.1 Antisocial behaviour, domestic abuse and harassment**

a) If you or anyone living in your home is suffering from antisocial behaviour, nuisance, domestic violence or harassment, we will give you help and advice. We will investigate your complaint, keep you informed about any investigation we are carrying out and take appropriate action to tackle the problem.

b) We will usually take court action against council tenants (and anyone who lives with them) who act in an antisocial way, commit domestic abuse or harass anyone. We will provide extra help and support to tenants who are vulnerable as a result of domestic abuse, hate crime, their health (mental or physical), their age, a disability or any other special circumstances

#### **5.2 Confidentiality and personal information**

a) You have the right to have information about you kept confidential. However, by law, and to meet our duties under these tenancy conditions, we must share certain information with other public bodies. We will collect, store and use your personal information in line with data protection laws.

### 5.3 Equality

a) We will act fairly in all matters connected with your tenancy and will not discriminate against you because of your age, religious belief or faith, disability, ethnic background, sex, gender reassignment (living as the sex opposite that shown on your birth certificate) or sexuality.

### 5.4 Quiet enjoyment

a) We will not interfere with your right to live peacefully in your home.

### 5.5 Repairs

a) We are responsible for:

- repairing the structure and outside of the property (including drains, gutters and external pipes);
- repairing the systems in the property for supplying water, gas and electricity,
- and for sanitation (including basins, sinks, baths and toilets), and keeping
- those systems in proper working order; and
- repairing the systems in your home for heating rooms and providing hot water, and keeping those systems in proper working order.

## **Section 6 – Your rights**

### 6.1 Right to information

a) We must give you information about your licence agreement and about certain policies and procedures.

b) We must treat all personal information about tenants as confidential. However, by law, we must share certain essential information with other public bodies.

c) Under data protection law you have the right to see information we hold about you, as long as you give us reasonable notice. If you ask us for a copy of your records you will have to pay an administration fee.

### 6.2 Right to repair

a) You are entitled to have 'qualifying repairs' (repairs which, if not carried out, could seriously affect your health or safety in your home) carried out within set times. We will tell you if a repair you have reported is a 'qualifying repair'. In certain circumstances you may get compensation if we do not carry out the repair on time.

b) If you are not sure about any of your rights or responsibilities relating to repairs, contact the Repairs Contact Centre or the Traveller Service

### 6.3 Protection from eviction

We cannot evict you from your home unless we obtain a court order. The court must consider it reasonable for your licence agreement to be terminated.

a) The local authority can apply to the court to terminate an agreement where the:

- occupier has breached a term of the agreement
- occupier is not occupying the mobile home as their only or main residence
- condition of the mobile home is such that it is having a detrimental effect on the site

b) Breaching a term of the agreement

Before applying to the court to terminate the occupier's agreement, the local authority must serve a notice to remedy on the occupier requiring that the breach is remedied within a reasonable time. Common breaches include antisocial behaviour or failure to pay pitch fees.



I/We confirm that I/We have read and have explained to me the terms and conditions for the Hackney Traveller Site, and my pitch, and I/We understand and undertake to abide by them. In addition, I/We also understand that if any false information is given to the Council or if the Council is not provided with the names of all of the people who are to occupy the pitch, the Council is permitted to take action in Court that could terminate this agreement.

I/We .....

agree to the terms and conditions set out in this agreement.

**DATED:** \_\_\_\_\_

<b>SIGNED</b> on behalf of the <b>OCCUPIERS</b> by:	)	Signature:_____
	)	
	)	Signature:_____
	)	
	)	Signature:_____
	)	
	)	Signature:_____
	)	
	)	Signature:_____

Witnessed by:	)	Name: _____
	)	
	)	Signature: _____
	)	
	)	Position: _____

<b>SIGNED</b> on behalf of <b>THE LONDON BOROUGH OF</b> <b>HACKNEY</b> by: )	)	Signature:_____
	)	
	)	Name: _____
	)	
	)	Position: _____