

TERMS AND CONDITIONS OF STATUTORY TENANCY

1. GENERAL TERMS

Definitions

1.1. In this Agreement:

- 1.1.1. "Common Parts" means the entrance lobbies, access, balconies, lifts, staircases and rubbish chutes of a building and the access roads, paths and walkways, play and leisure areas, parking areas and open spaces of the Estate;
- 1.1.2. "Housing" means the Committee for Employment and Social Security;
- 1.1.3. "Estate" means the building and estate of which the Property forms part and includes the Property and any other buildings or residential accommodation on the Estate or nearby and owned by the States and the common parts of the Estate;
- 1.1.4. **"General Estate"** means the building and estate of which the Property forms part and includes the Property and any other buildings or residential accommodation on the Estate or nearby and the common parts of the Estate;
- 1.1.5. "Household" includes the Tenant's spouse and all persons occupying the Property;
- 1.1.6. "Particulars" means the particulars accompanying these terms and conditions of statutory tenancy and forming part of this Agreement;
- 1.1.7. "**Property**" means the property specified in the Particulars;
- 1.1.8. "Rent" has the meaning in clause 1.2 below;
- 1.1.9. **"Spouse"** includes partner, which means the husband, wife or co-habitee and includes co-habitees of the same gender;
- 1.1.10. "Standard Weekly Rent" has the meaning given by the States Housing (Rent and Rebate Scheme) (Guernsey) Regulations, 2005;
- 1.1.11. "**Tenancy**" means this Agreement including these terms and conditions of statutory tenancy;
- 1.1.12. "**Tenant**" means the persons whose names and addresses are set out in the Particulars (and includes all or any joint tenants);

1.1.13. The singular includes the plural and the masculine includes the feminine and in each case vice versa.

Payments for Property & Other Charges

1.2. "Rent" refers to the sum of the Standard Weekly Rent, water rates and other charges which may include charges for maintenance, parking, garages and other items agreed between the Tenant and the Housing, as set out in the Particulars or as may be varied from time to time in accordance with the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended. For the purpose of clause 1.5, Rent also includes any arrears of Rent due to Housing in respect of any previous tenancy of a States Residential Property.

Payment of Rent

1.3. The Tenant must pay the total Rent when due.

Changes in Rent

- 1.4.
 - 1.4.1. Housing can vary the amount of the Rent in accordance with the States Housing (Rent and Rebate Scheme) (Guernsey) Regulations, 2005, as amended and by serving not less than 7 days notice on the Tenant, in accordance with the service of notice provisions prescribed under the States Housing (Statutory Tenancies)(Guernsey) Regulations, 2005, as amended (the main provisions being duplicated for ease of reference at clause 1.9 below).
 - 1.4.2. If the Tenant fails to inform Housing of any change in circumstances, which might affect his eligibility for a rent rebate, Housing can recover any overpayments under the States Housing (Rent and Rebate Scheme)(Guernsey) Regulations, 2005, as amended. In addition the Tenant may be guilty of an offence under those regulations and the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended.

Late Payment of Rent

1.5. If the Rent is in arrears for seven days after becoming due whether legally demanded or not (except in cases where Rent is unpaid as a result of an error by the Tenant's bank in making payment by direct debit or where mandate payments have been made by an employer – in which case the Tenant shall be bound to pay the Rent upon being notified of such error), or if the Tenant is in breach of any of his responsibilities under this Tenancy, Housing may cancel this Tenancy and repossess the Property at any time after seven days notice to the Tenant of such arrears or breach, but without prejudice to any other right or remedy of Housing.

Re-Possession of Property

1.6. In any of the following circumstances Housing can terminate the Tenancy on twenty-eight days' notice and repossess the Property.

- 1.6.1. If the Tenant makes a false statement deliberately or recklessly which Housing relies upon in granting the Tenancy.
- 1.6.2. If the Tenant has submitted a fraudulent claim for a rent rebate or has failed to advise Housing of a change in circumstances, which would result in the loss or change in the entitlement to a rent rebate (without prejudice to the right of Housing to recover the amount fraudulently claimed or overpaid, plus the legal costs of any recovery, and interest on the arrears due).
- 1.6.3. If the Tenant fails to return to the Property after occupying temporary accommodation whilst works are carried out to the Property and these works are completed.
- 1.6.4. If following a review Housing has determined that:
 - 1.6.4.1. the Tenant is no longer eligible for States housing; or
 - 1.6.4.2. the Property is no longer appropriate to the Tenant's needs but is required by Housing to meet the housing needs of other persons, and suitable alternative accommodation is made available to the Tenant by Housing, or through another social housing landlord in Guernsey.
- 1.6.5. In any other circumstances set out in the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as may be amended from time to time.

Restriction on owning or having an interest other properties

1.7. The Tenant must not purchase, lease, own or have an interest in another residential property or any land, either alone or jointly, whether in Guernsey or elsewhere, without immediately informing Housing in writing.

Set-off amounts owed

1.8. Housing may offset any sums owed to it by the Tenant against any sums payable by it under this Agreement.

Service of Notices by Landlord

- 1.9. Any document under the Tenancy served by Housing shall be deemed validly served if it is:
 - 1.9.1. handed to the Tenant;
 - 1.9.2. handed to an adult member of the household of the Tenant;
 - 1.9.3. handed to a reliable adult at the Property who undertook to bring the document to the attention of the Tenant; or
 - 1.9.4. left at or sent by post or transmitted to the Property.

Services of Notices by Tenant

- 1.10. Any notice served by the Tenant (including notices in court or tribunal proceedings) shall be deemed validly served if addressed to Housing and
 - 1.10.1. handed to an officer at Housing at Sir Charles Frossard House; or
 - 1.10.2. sent by recorded delivery post to Housing at the address above.

Notices

1.11. All notices must be in writing.

Variation

1.12. Housing can from time to time, vary the Tenancy in accordance with the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended, and by giving notice to the Tenant of not less than twenty-eight days.

Review of the Tenancy

1.13. Notwithstanding any other provisions, Housing can carry out a review of the Tenancy at any time and in such case the Tenant is required to co-operate and to provide such details of his and his spouse's circumstances and of the composition of the household as Housing may reasonably request. The Tenant will be given notice in writing of the results of such a review.

Data Protection

- 1.14. For the purposes of The Data Protection (Bailiwick of Guernsey) Law, 2017:
 - 1.14.1. The Tenant agrees that Housing may disclose on a confidential basis personal information (excluding sensitive information), which it holds about the Tenant and the household to other providers of social housing in Guernsey in pursuit of its objectives of providing well-managed housing to those in need.
 - 1.14.2. The Tenant has the right to see his personal records at any reasonable time agreed in advance with Housing on payment of a reasonable fee.

Termination

1.15. This Tenancy can be terminated by twenty-eight days notice given by either the Tenant or Housing.

2. HOUSING'S RESPONSIBILITIES

Housing agrees:

Possession

2.1. To give the Tenant possession of the Property at the start of the Tenancy and to provide the Tenant with a key for each exterior lock for the Property.

Tenant's Rights to Occupy

- 2.2. Not to interrupt or interfere with the Tenant's rights to occupy peacefully the Property so long as the Tenant complies with the terms of the Tenancy, except where:
 - 2.2.1. access is required by Housing; or
 - 2.2.2. the Tenant has surrendered the Tenancy; or
 - 2.2.3. a court has given possession of the Property to Housing.

Repairs

- 2.3. To keep the Property in a structurally sound state of repair and condition which includes responsibility for the following matters where they are not set out in this Agreement as being the Tenant's responsibility:
 - External repairs and maintenance.
 - Lift maintenance.
 - Communal lighting.
 - Drains and gutters.
 - Common Parts repairs.
 - Exterior painting.
 - Windows (excluding glazing and cleaning).
 - Communal and hard surface pathways.
 - Fitted fires and radiators installed by Housing.
 - Estate lighting and amenity areas (except public services or parish lights on a public thoroughfare).
 - Communal TV aerials & satellite systems.
 - Gas and water pipes.
 - Electrical wiring and sockets/switches.
 - Hot water systems and central heating where fitted.
 - Basins, sinks, baths, showers and toilets installed by Housing.

Insurance

2.4. To keep the Property insured to its full re-instatement value against fire, storm and all other usual property risks, but excluding accidental damage to the Tenant's contents or property, the cost of such insurance to be paid by the Tenant.

TRV and Occupiers Rates

2.5. To pay the Tax on Rateable Value.

3. TENANT'S RESPONSIBILITIES

The Tenant agrees:

Possession

3.1. Not to part with possession of the Property or sub-let or share occupation of all or any part of the Property and will not leave anyone else living at the Property when he moves out.

Occupation

3.2. To use and occupy the Property as the Tenant's only home as a single dwelling in the occupation of the Tenant and the household.

Absence from the Property

3.3. To inform Housing in writing as soon as possible if the Tenant intends to leave and be away from the Property for a period of more than four weeks. Such notification must include the anticipated date of the Tenant's return to the Property and provide Housing with a contact address and telephone number during the absence. Where such notification is not received and the Tenant is absent for more than two consecutive months Housing, at its sole discretion, can treat the Property as abandoned and retake possession of the Property.

Security and Keys

3.4. To take full responsibility for the security of the Property and its keys. The Tenant shall be liable to replace all keys lost or broken and, if necessary, all locks in the event of keys being lost or broken in locks.

Use of Property

- 3.5.
 - 3.5.1. Not to operate a business at or from the Property without first obtaining the consent of Housing in writing.
 - 3.5.2. Not to use or allow to be used the Property for any criminal, immoral or illegal purpose.

Change in circumstances

3.6. To notify Housing in writing within one week of any change in the composition of the household or in the circumstances of the Tenant or any member of the household which might affect the level of rent rebate or the continuation of the Tenancy.

Rent Payment

3.7. To pay the Rent and all other charges weekly in advance as instructed by Housing and without deduction or set off.

Nuisance

3.8. Not to do or permit anything which in the opinion of Housing causes or is likely to cause a nuisance or annoyance to any persons on the General Estate or to any neighbours or to employees, agents or contractors of Housing whether by the Tenant, members of the household, visitors or animals.

Criminal Activities

3.9. Not to conduct any illegal activities at or in the vicinity of the Property or on the General Estate or on any of Housing's other properties, nor to allow members of the household or any visitors to the Property to do so.

Illegal Drugs

3.10. Not to possess supply or deal in illegal drugs at or in the vicinity of the Property or on the General Estate or on Housing's other properties and not to allow members of the household or any visitors to the Property to do so.

Harassment

3.11. Not to commit or allow members of the household or any visitors to the Property to commit any form of abuse or harassment on any grounds including (but not limited to) race, colour, religion, sex, sexual orientation, age, physical or mental disability, HIV status, health, appearance, marital status or family circumstances which may interfere with the peace and comfort or cause offence to any other member of the household, any other Tenant, their household, visitors or neighbours, employees, agents or contractors of Housing or any other person.

Violent Behaviour

3.12.

- 3.12.1. Not to commit or allow members of the household to commit or threaten any act which will or is likely to prevent any person in occupation of the Property from continuing to live peaceably in the Property.
- 3.12.2. Not to behave, or allow members of the household to behave, or to threaten in a violent, abusive or offensive manner towards any other person on the General Estate (whether resident or visiting) or on Housing's other properties or any employees, agents or contractors of Housing.

Noise

3.13. Not to play or use, or allow to be played or used, anywhere on the General Estate any radio, television, or audio equipment or musical instrument or any other equipment so loudly or in such a way that it causes a nuisance or annoyance to other persons on the General Estate or in the neighbourhood or so that it can be clearly heard outside the Property between 10.00 pm and 7.30 am.

Animals and Pest Control

3.14.

- 3.14.1. Not to keep or allow to be kept any animal at the Property (apart from small domestic animals contained by means of a cage, fish or, in limited number, cats) without first obtaining the consent of Housing in writing and subject to any relevant import licence(s). If Housing gives consent, the Tenant must make sure that:
 - 3.14.1.1. the animal is kept under control and does not annoy or frighten other persons;
 - 3.14.1.2. the animal does not foul Common Parts and any faeces are disposed of hygienically; and
 - 3.14.1.3. the Tenant must keep due control of the animal and ensure that any noise is not excessive and will not allow any animal to leave the Property if it is not contained by means of a fence, chain, leash or other visible and effective means of restraint, or otherwise accompanied and properly supervised.
- 3.14.2. Not to feed seagulls, feral pigeons or other vermin or stray animals on the Property or in the vicinity.
- 3.14.3. To ensure the removal of all pests such as rats, mice or fleas from the Property and to keep the Property free of pests.

Looking after the Property

- 3.15. To keep the Property in a good and clean condition and in particular to be responsible for:
 - Decorating all internal parts of the Property as frequently as is necessary to keep them in good decorative order.
 - Replacing damaged door handles, knockers, letterboxes and gate catches.
 - Replacing plugs and chains in baths and sinks as necessary.
 - Replacing broken toilet seats and lids.
 - Replacing broken windows and glass.
 - Replacing damaged floor and wall tiles.
 - Supplying fire baskets (if appropriate) where no back boiler is fitted.

- Regularly testing fire alarms (where fitted) and reporting faults to Housing immediately.
- Carrying out annual service checks by an appropriately qualified person of any gas appliances owned by the Tenant.
- Cleaning chimneys and flues as regularly as necessary.

Drains

3.16. To ensure that drains, grilles and waste pipes are not blocked by disposal of unsuitable of excessive amounts of waste matter and will ensure that waste pipes are regularly flushed.

Fuses and Light Bulbs

3.17. To replace fuses, light bulbs and fluorescent tubes and starters and to reset tripswitches and pay for the cost of contractors replacing fuses, resetting trip-switches and repairs to electrical circuits by the Tenant's failure to do so or faulty appliances.

Damage and misuse

- 3.18.
 - 3.18.1. To make good any damage to the Property or to the Estate caused by the Tenant or any member of the household or any visitor to the Property, fair wear and tear excepted, and to pay any costs incurred by Housing rectifying any damage.
 - 3.18.2. Housing can recover from the Tenant any expenditure incurred as a result of the Tenant's neglect, default or carelessness, including the cost of reinstatement works, clearing any blockage to drains or waste-pipes (including wc's, sinks, basins, showers, and baths) which has arisen through misuse by the Tenant or any member of the household or visitors to the Property.

Reporting Disrepair

- 3.19.
 - 3.19.1. To report to Housing immediately any disrepair or defect for which Housing is responsible.
 - 3.19.2. If the Tenant reports a "same day" emergency to Housing, the Tenant must remain in the Property unless he has informed Housing's Maintenance Section of any periods during the day when the Tenant will be absent. Failure to comply with this provision will result in the Tenant being charged for the call-out at the "same day" emergency rate, and the cost of any damage caused by entry to carry out the emergency repair if Housing has to force an entry, is payable by the Tenant to Housing within seven days of written demand.
 - 3.19.3. Tenants are also required to keep routine appointments with contractors arranged in advance and if a Tenant is unable to keep an appointment the

Tenant must give Housing's Maintenance Section ample notice so that the contractor can be advised accordingly. Failure to do so will result in the Tenant being responsible for payment of the contractor's time.

3.19.4. If the disrepair/defect is found not to be the responsibility of Housing, the Tenant will be responsible for the cost of the call out and the repair.

Refuse

3.20.

- 3.20.1. Not to allow refuse or offensive matter to accumulate either inside or outside the Property or outbuildings or on any part of the Estate.
- 3.20.2. Refuse must not be thrown from windows, balconies or doors of the Property and must not be thrown or left on any neighbouring property or anywhere on the Estate other than at recognised collection points which shall be for collection only in suitable, secure containers and no earlier than on the evening immediately prior to collection and in accordance with any guidance issued by Housing or the Parish Constables or by using any rubbish chutes provided for usual domestic refuse in reasonable quantities.

Gardens and Outbuildings

3.21.

- 3.21.1. Not to erect, build or keep on the Property any shed or fowl house, or any building or structure without first obtaining the consent of Housing in writing.
- 3.21.2. To keep the garden in a neat and well cared for state of cultivation and all paths free from weeds, rubbish, discarded items, animal fouling and other noxious substances.

Hedges, shrubs and fencing

3.22.

- 3.22.1. To trim all shrubs and hedges on the Property so that they are well cared for and cultivated, and to restrict their height to a maximum of six feet (1.8 metres).
- 3.22.2. To cut hedges and shrubs so that they do not overhang the public roads or footpaths in accordance with the law.
- 3.22.3. Not to remove or destroy any trees, shrubs, walls, earth banks or fencing or to erect any new ones without first obtaining the consent of Housing in writing.
- 3.22.4. Not to plant any trees on the Property or the Estate without first obtaining the consent of Housing in writing.
- 3.22.5. Not to modify the Property to facilitate in-garden parking or vehicle access without first obtaining consent of Housing in writing.

Common Parts

3.23. To co-operate with Housing and other tenants in keeping the Estate clean, tidy and free from any form of rubbish or obstruction.

Insurance

- 3.24.
 - 3.24.1. Not to do or allow to be done anything that may affect any insurance policy relating to the Property or any premiums payable for it.
 - 3.24.2. The Tenant is responsible at his own cost to maintain adequate insurance of the Tenant's contents of the Property.

Access

- 3.25.
 - 3.25.1. To allow Housing's employees, agents and contractors access at all reasonable hours of the daytime to inspect the Property where it has reasonable grounds to believe there has been a breach of the Tenancy or to inspect the condition of the Property or any adjoining property or to carry out repairs or other works to the Property or any adjoining property or carry out routine servicing of items or appliances for which Housing is responsible.
 - 3.25.2. Housing will normally give at least 24 hours notice that it requires access but immediate access may be required in an emergency in which case the Tenant agrees that Housing may authorise its staff, contractors or agents to force entry to the Property.

Temporary Vacation of Property

- 3.26. If Housing believes it is necessary to carry out works to the Property or Estate which cannot reasonably be carried out whilst the Tenant remains in occupation of the Property, then:
 - 3.26.1. The Tenant shall vacate the Property for as long as is necessary for the works to be carried out and Housing will provide temporary accommodation to meet the reasonable needs of the Tenant's household.
 - 3.26.2. When the works are completed (as to the date of which Housing's decision shall be final) the Tenant shall vacate the temporary accommodation and reoccupy the Property.
 - 3.26.3. Housing will give the Tenant reasonable notice of the carrying out of any works other than in an emergency.

Alterations

3.27.

- 3.27.1. Not to carry out or cause or allow to be carried out any alteration or addition to the structure of the Property either internally or externally or remove or modify any fixtures, fittings or property of Housing without first obtaining the consent of Housing in writing.
- 3.27.2. Not to modify in any way any gas and plumbing systems and electrical circuits and not to overload such systems.
- 3.27.3. Not to attach to any part of the Property or outbuilding any receiver, video camera, radio or television aerial or satellite dish or mast or any equipment or fixture or external lighting without first obtaining the consent of Housing in writing.
- 3.27.4. Where Housing authorises the Tenant to make alterations, the Tenant is responsible for ensuring that the work is carried out to a good standard of workmanship and such works are kept in a good state of repair, and if the Tenant subsequently undoes the alterations, he is responsible for putting the Property back into the condition that it was in before the alterations were carried out.
- 3.27.5. If the Tenant carries out any work of a sub-standard nature or without the written permission of Housing, Housing can require the Tenant to put the Property into the condition that it was in before the works were carried out at the Tenant's own cost.
- 3.27.6. If the Tenant fails or is unable to undertake reinstatement work required by 3.27.4 or 3.27.5, Housing may, at its sole discretion, arrange for the works to be carried out and charge the Tenant for such works.

Conversions

3.28. Not to convert or use or allow to be converted or used any part of the Property for other than its approved purpose.

Notices

3.29. Not to display any notice, which is visible from outside the Property, other than, election notices and notices relating to community events.

Occupancy level

3.30. Not to allow more than the number of persons permitted by this Tenancy to reside at the Property without first obtaining the consent of Housing in writing.

Lodgers, Guests & Sub-Letting

3.31. Not to take in any paying or non-paying person or lodger either within the Property or elsewhere on the Property without first obtaining the consent of Housing in writing

and the Tenant shall provide Housing with details of all persons currently or previously living at the Property during the period of the Tenancy when requested to do so by Housing.

Relatives and Friends on Holiday

3.32. The Tenant may without the express consent of the Housing accommodate relatives and friends who are visiting Guernsey on holiday and who are not in employment in Guernsey, so long as the period of accommodation does not exceed three weeks for any one relative or friend and the accommodation is not provided on a commercial basis, but Housing can withdraw this ability at any time if the accommodation of a relative or friend results in a breach of condition of this Tenancy.

Weapons and Guns

3.33. Not to keep offensive or projectile firing weapons (including firearms, crossbows, ball bearing guns or air guns), or ammunition for any such weapon at the Property without first obtaining the consent of Housing in writing and without the relevant shotgun/firearms certificates.

Dangerous and Inflammable Substances

- 3.34. Not to keep or use or store
 - 3.34.1. In any flat or maisonette, paraffin, liquid or bottled gas.
 - 3.34.2. In the Property or on the Estate, any dangerous, offensive or inflammable substances, other than in limited quantities as may be required for domestic use and stored in disposable containers such as aerosols which comply with the current British Standard for disposable cylinders and which have a maximum capacity of one litre, or in the tank of a motor vehicle properly parked in accordance with this Tenancy.

Parking and Vehicle repairs

- 3.35.
 - 3.35.1. Not to park any motor vehicle on the Property or the Estate other than a car, motorbike or other similar sized vehicle.
 - 3.35.2. Not to park a caravan, boat, trailer or goods vehicle on the Property or the Estate without first obtaining the consent of Housing in writing.
 - 3.35.3. To park vehicles only in proper parking bays, parking spaces, car parks, Estate roads where parking is permitted, and garages.
 - 3.35.4. Not to park on any forecourt, including Estate entrances or garage areas, grassed areas, areas marked with yellow lines and/or boxes, or park in a way that might cause an obstruction, and if there is a local parking scheme in force, the Tenant must keep to the rules of that scheme.

- 3.35.5. Not to park any vehicle which is untaxed, uninsured or is not roadworthy on the Property (other than in a garage) or on the Estate.
- 3.35.6. Housing can remove, keep and dispose of any vehicle not parked in accordance with these provisions, and can recover the costs of removal storage and disposal from the Tenant.
- 3.35.7. Not to carry out repairs (including engine changes, body part replacements and paint spraying) other than routine maintenance to any vehicle on the Property or the Estate, but the Tenant may carry out routine maintenance (such as changing tyres, plugs and oil) providing that this does not cause a hazard or nuisance or annoyance to other persons and when changing oil the Tenant must ensure that it does not foul roadways or paths.
- 3.35.8. Not to pour oil, petrol or any other chemicals down drains or gullies.
- 3.35.9. To be responsible for the cost of putting right any damage caused to the Property or the Estate, as a result of vehicle repairs and maintenance that the Tenant or any member of the household or visitors to the Property have carried out.

Moving out

- 3.36. At the end of the Tenancy:
 - 3.36.1. To give Housing vacant possession of the Property and to leave the Property and to return all keys to the Property and parking permits to Housing.
 - 3.36.2. To remove all the Tenant's furniture and possessions, and all rubbish.
 - 3.36.3. To leave the Property and any replacement fixtures and fittings provided by the Tenant in good order and clean.
 - 3.36.4. To leave the garden (if any) in a clean tidy and properly cultivated condition.
 - 3.36.5. If the Tenant fails to leave the Property in good order and clean, the Tenant must meet the cost of any special cleaning or repairs carried out by Housing including the cost of replacement locks where the keys are not returned on time.
 - 3.36.6. Housing accepts no responsibility for anything left at the Property by the Tenant at the end of the Tenancy. Where the Tenant fails to remove his possessions from the Property at the end of the Tenancy, Housing shall be entitled to sell or dispose of them as it sees fit. Where Housing sells all or part of such possessions it will deduct the reasonable costs of sale from the proceeds and will account to the Tenant for the balance.
 - 3.36.7. If the Tenant does not collect the balance of the sale proceeds within six weeks of Housing notifying the Tenant in writing of the sale, or if Housing cannot after

- reasonable efforts find the Tenant, Housing may apply the balance in furtherance of its housing objectives.
- 3.36.8. If any case where the Tenant owes any monies to Housing the balance of the sale proceeds may immediately be applied by Housing to reduce or extinguish the debt.
- 3.36.9. If the Tenant fails to clear all possessions from the Property at the end of the Tenancy, the Tenant will pay to Housing a sum equivalent to the Rent by way of damages for loss of income until such time as the Property has been cleared.

Breaches by any occupant or visitor

3.37. Not to permit or allow any occupant of or visitor to the Property to breach the terms of this Tenancy.