



Conditions of Tenancy

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1. DEFINITIONS

Assignment

Under certain circumstances, a tenancy can be assigned (or transferred) by order of a court to a partner or child, or a tenant can assign a tenancy to someone who qualifies as a successor.

Contact Centre

Birmingham City Council's telephone contact centre for council services including housing repairs.

Demoted Tenancy

A type of tenancy that can be ordered by the court to replace a secure tenancy if you or any other member of your household or visitors have been involved in antisocial behaviour. Demoted tenants have fewer rights than secure tenants.

Domestic Abuse

Threatening or violent psychological, physical, sexual, financial or emotional behaviour between people who have been intimate partners or family members.

Emergency Services

The police, the fire service and the ambulance service.

Exchange

To swap tenancies with another person.

Fixtures and Fittings

All of the landlord's appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

Flat

A home which is part of, and entirely, on one floor of a building.

Furniture

All the furniture we rent to you with the property. We have included a list of the furniture we rent to you with your tenancy agreement.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas.

Hate Crime

Any incident which may or may not constitute a criminal offence, which is perceived by the victim or any other person as being motivated by prejudice or hate.

Housing Officer

A member of staff from a local housing team.

Improvement

Any alterations or addition to the property.

Introductory Tenancy

An introductory tenancy lasts for 12 months only. If you break the tenancy conditions, we can end the tenancy before you become a secure tenant (see secure tenant). For more details, please read the leaflet on Introductory Tenancies.

Local Area

The whole of the estate the property is on including privately owned or housing association properties, local shops and/or amenities serving the local area.

Lodger

A person who pays you money to let them live in the property with you.

Maisonette

A self-contained home often occupying two floors of a building and having its own outside entrance.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, and housing association tenants.

Partner

A husband, wife or someone who lives with you in a permanent stable relationship.

Property

The property in which you live, including any garden, but not including any shared areas.

Relative

Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives and adopted children.

Repairs Partner

Birmingham City Council's contractors carrying out housing repairs on our behalf and Repairs staff at the Contact Centre.

Secure Tenant

By law, secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an 'Order of Possession'.

Shared Areas

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let

Giving another person the right to live in part of the property.

Succession

Where a tenant dies and their partner or relative takes over the tenancy.

Vacant Possession

Free from any occupants, personal belongings or rubbish.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan and most other kinds of transport.

We, Us, Our

Birmingham City Council and contractors acting on Birmingham City Council's behalf.

Written Permission

A letter from us giving you permission to do certain things.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.

2. TENANCY AGREEMENT

- 2.1** By signing this agreement you are agreeing to become our tenant.
- 2.2** You are entering into a legal contract with us. If there is anything in this agreement which you do not understand, you should contact your local housing team or obtain advice from a solicitor, Citizens Advice Bureau, neighbourhood office or a community housing/resource centre.
- 2.3** Your council tenant neighbours have exactly the same rights and responsibilities as you. Some of your responsibilities apply to you, your friends, relatives and any other person living in or visiting your home, including children. This will include the responsibility not to commit nuisance. It also applies to animals at your home.
- 2.4** There are three kinds of tenancy used by us:
- introductory tenancy
 - secure tenancy
 - demoted tenancy
- 2.5** This agreement is for all three kinds of tenancy. It tells you which parts apply to each type of tenancy.
- 2.6** This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:
- 2.6.1** You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions, or we may ask the courts for permission to evict you or grant an injunction or to order your tenancy to be demoted. We may apply for an Antisocial Behaviour Order against you.

INTRODUCTORY TENANTS ONLY

- a.** Unless you are transferring from a secure tenancy or an assured tenancy of a registered social landlord, you will start your tenancy as an introductory tenant.
- b.** Your introductory tenancy will last for one year unless we extend it by a further six months. If you do not break any of the tenancy conditions during this time, and we therefore do not take action against you, you will automatically become a secure tenant. If we do extend your introductory tenancy by six months, we will serve a notice of extension on you. You have the right to request a review. The tenancy will be extended if either you do not request a review or if you do request a review and our decision to extend is confirmed.
- c.** If, during your introductory tenancy, you break any of the tenancy conditions, we may take action to end your tenancy.
- d.** By law, during your introductory tenancy, you do not have the same rights as a secure tenant.

You cannot:

- apply for the right to buy your home
- vote for a change to a new landlord
- sub-let your home
- make a structural change to the property
- apply to exchange your home.

- 2.6.2 We built or adapted the property for a physically disabled person so it is substantially different from an unadapted home and you no longer need that type of home and we need the property for someone else with specific needs.
- 2.6.3 You have succeeded to the tenancy and the property is larger than your needs.
- 2.6.4 We need to carry out redevelopment, improvements or major repairs to the property which we cannot do unless you move out.
- 2.6.5 You stop using the property as your only or principal home.
- 2.6.6 There is any other reason under housing legislation, for example, the Housing Act 1985, Housing Act 1996, Housing and Regeneration Act 2008 or any future law which persuades us to become involved.
- 2.7** We can also repossess the property if you have given false information to obtain the tenancy.
- 2.8** You must inform a housing officer in writing if you will be away from the property for more than four consecutive weeks. You must make your home safe and secure for the time you are away.
- 2.9** If you live in a sheltered housing scheme or a maturity block you must obtain our written permission before anyone comes to live with you for more than four weeks.

- e.** In certain circumstances we may let you take in a lodger or someone to provide you with support and care. You must obtain our written permission first. We may refuse permission if you do not meet certain conditions. Please ask your local housing team for more information.
- f.** If we require possession of your home for clearance then you shall give up possession of that property subject to being made at least one offer of suitable alternative accommodation, the suitability of which is determined by us.
- g.** For more information you can also contact a housing advice centre, solicitor, law centre, Citizens Advice Bureau, or community housing/ resource centre.

DEMOTED TENANCIES ONLY

Demoted tenancies are created by the courts where a secure tenant has behaved antisocially. Demotion is an alternative to us asking a court to evict you. Demotion replaces your secure tenancy with a tenancy which we can end without having to establish grounds for possession. As a demoted tenant you lose your security of tenure. You have similar rights to those of an introductory tenant.

You cannot:

- apply for the right to buy
- sub-let any part of your property
- vote for a change to a new landlord
- take in a lodger without our written permission
- apply to exchange your home
- make a structural change to the property
- transfer to another council property.

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As a demoted tenant, you have fewer rights than both introductory and secure tenants to assign your tenancy, and there are different rights relating to succession following your death. The demoted tenancy will last for 12 months unless we have served you with a notice. If a notice has been issued to you the demoted tenancy will last a further six months, after which time – if there have been no further breaches of these conditions – you become a secure tenant again.

If there have been further breaches, we may end the tenancy.

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- a.** We may also seek to repossess the property if someone has given us false information on your behalf to obtain the tenancy.
- b.** If you leave your home without telling us, we may consider the property as 'abandoned' and may take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us.
- c.** We may refuse you permission to let people stay with you in the property if we think they may break conditions in this agreement, or we have already evicted your guest(s) because of their behaviour. We will give our reasons to you in writing.
- d.** Joint tenants are jointly and individually responsible for meeting the tenants' conditions under these Conditions of Tenancy.
- e.** We will take action to repossess your property if you stop living in the property as your only or principal home. If you stop living in the property as your only or principal home we can repossess the property without a Court Order following the service of a Notice to Quit.

3. OUR RESPONSIBILITIES

- 3.1** We will consult tenants about significant changes to the management and maintenance services. We do this through a variety of mechanisms which may include constituency tenants' groups, housing liaison boards, tenants' and residents' associations and tenant management organisations. All tenants are encouraged to join recognised associations/organisations. There are a variety of other ways that you can become involved in consultation and monitoring services, depending on how much time you have to spare, for example, completing surveys, correspondence by email, telephone conferencing, estate inspections, mystery shopping and tenant inspectors. Your local housing team will give you information about existing organisations or advice on setting up an association if there are none in your area.
- 3.2** We will keep in repair the structure and exterior of your home (including drains, gutters and external pipes).
- 3.3** We will keep in repair and proper working order the installations in your home for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).
- 3.4** We will keep in repair and proper working order the installations in your home for space heating and heating water.
- 3.5** We will keep in repair any step or path that is an essential means of access to your property.

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- a.** If we do not meet our responsibilities that are set out in this tenancy agreement, you can:
- contact a housing officer
 - use our complaints procedure – you can obtain details from any neighbourhood or housing office
 - contact your local councillor
 - write to the Local Government Ombudsman. You can obtain details from:

The Local Government Ombudsman
PO Box 4771
Coventry
CV4 0EH
 - obtain advice from a housing advice centre, solicitor, law centre, Citizens Advice Bureau or community housing/ resource centre.
- b.** You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible.
- c.** In certain circumstances, if we do not carry out repairs within a reasonable time, you have the right to ask us to get another contractor to carry out the repairs. This is called the Right to Repair. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact the contact centre, housing advice centre, a solicitor, law centre or Citizens Advice Bureau for more information.

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- d. In certain circumstances you may be entitled to assistance from us to help you to meet your tenancy obligations. Please contact your local housing team for advice.

- 3.6** We will keep in repair any boundary fence or wall we have provided. Other than repairs to make them safe, we may repair these items as part of a programme of planned repair work. We may remove broken fences or walls we have provided rather than repair them.
- 3.7** We will keep in repair any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.
- 3.8** In flats and maisonettes, we will keep in repair all entrances, halls, stairways, lifts, rubbish chutes, lighting and other parts for common use.
- 3.9** We will keep common areas free from obstruction and items made from materials that do not meet fire safety standards.
- 3.10** We will remove associated rubbish and building materials from your property after repair work has finished.
- 3.11** We have no responsibility to install, extend or improve existing:
- ventilation
 - heating
 - insulation
 - internal plasterwork
 - electrical appliances and fittings within your home, unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions.
- 3.12** We are not responsible for condensation or the effects of condensation, unless it arises from a breach of our repairing responsibilities or as a result of a statutory repairing obligation (see section 7 for further information).

- 3.13** We will keep in good repair any furniture we rent to you with the property.
- 3.14** We will give you help and advice if you tell us you are the victim of antisocial behaviour and we will investigate complaints of antisocial behaviour (see section 6).
- 3.15** We may, under our duty of care, take action without your consent to protect you or members of your household from antisocial behaviour or domestic abuse.

4. YOUR RIGHTS

- 4.1** This agreement gives you the right to live in the property. Formal civil partners have the same rights as married couples under these conditions of tenancy.
- 4.2** You can live in the property without interference from us as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken or if any of the circumstances at section 2.6 apply, we may apply to the courts to end your tenancy.
- 4.3** When you die, your tenancy may pass to your partner or a relative who has lived with you continuously for the 12 months before your death. The property must be their main home at the time of your death. The passing of the tenancy in these circumstances is called 'succession'. If you, yourself, are a successor (for instance, because you have succeeded on the death of a previous tenant) then your partner and relatives will not have the right of succession.
- 4.4** If your tenancy passes to a relative or your partner when you die, and the property is larger than their needs, or has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask them to move to another suitable property. We will take steps to find alternative accommodation. However, if they are unwilling to move and it is reasonable in the circumstances, we may seek a court order to gain possession of the property.
- 4.5** In certain circumstances you may also have the right to assign your tenancy to someone who qualifies as a successor. You are advised to seek legal advice before proposing to assign your tenancy. You must complete any repairs for which you are responsible before assigning your tenancy.

INTRODUCTORY TENANTS ONLY

- a.** By law, during your introductory tenancy, you do not have the same rights as a secure tenant.
- You cannot:
- apply for the right to buy your home
 - vote for a change to a new landlord
 - sub-let your home
 - make a structural change to the property
 - apply to exchange your home.
- b.** In certain circumstances we may let you take in a lodger to provide you with support and care. You must obtain our written permission first. We may refuse permission if you do not meet certain conditions. Please ask your local housing team for more information.
- c.** If we require possession of your home for clearance then you shall give up possession of that property subject to being made one offer of suitable alternative accommodation, the suitability of which is determined by us.
- d.** For more information you can also contact a housing advice centre, solicitor, law centre, Citizens Advice Bureau or community housing/ resource centre.

This includes reinstatement of any unauthorised alterations you have made to the property. If you assign, we may ask you beforehand to clear any debts owed to us as well as to leave the property clean and in a good state of repair. Please contact your local housing team for further information.

- 4.6** You have the right to see our policies on housing. Please contact your local housing team for information.
- 4.7** You have the right to have certain repairs (known as qualifying repairs) done within set time limits. If we do not carry out a qualifying repair within the set time limit, you can ask us to arrange for another approved repairs partner to do the work. If this repairs partner fails to do the work, you may be entitled to compensation.
- 4.8** You can carry out certain improvements to your home. You must obtain our written permission before you start making any changes.
- 4.9** You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants. This right to be consulted does not, however, apply to rents, charges or service charges levied by the council.
- 4.10** If you move and you have substantially improved your home, you may be entitled to some compensation. Please speak to your local housing team for further information.
- 4.11 Data protection**
You have the right to see information held about you as covered by data protection legislation. We may charge you a reasonable cost for providing this information.

SECURE TENANTS ONLY

- a.** You have the right to take in a lodger.
- b.** You have the right to sub-let part of your home, but you must obtain our written permission first. You must not sub-let the whole of your home.
- c.** You have the right to exchange your home with another Birmingham City Council tenant, a housing association tenant or a council tenant from another council.

You can only exchange your home with another tenant if:

- you both have a secure tenancy
- you both live in England or Wales
- you both have written permission from your landlord.

We may refuse an exchange if you do not meet certain conditions. If you exchange your property without written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted. If you have made any unauthorised improvements or modifications to your home you must put the property back into its previous state at your own expense before we will give permission to exchange.

- d.** In certain circumstances, you have the right to buy your home. Please speak to the Home Sales Team for more information.

DEMOTED TENANTS ONLY

You have similar rights to those of an introductory tenant.

You cannot:

- apply for the right to buy
- sub-let any part of your property
- vote for a change to a new landlord
- take in a lodger without our written permission
- apply to exchange your home
- make a structural change to the property
- transfer to another council property.

As a demoted tenant, you have fewer rights than both introductory and secure tenants to assign your tenancy, and there are different rights relating to succession following your death. The demoted tenancy will last for 12 months unless we have served you with a notice. If a notice has been issued to you the demoted tenancy will last a further six months, after which time – if there have been no further breaches of these conditions – you become a secure tenant again.

If there have been further breaches, we may end the tenancy.

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- a. Information of a personal nature given by you when, for example, applying for a council property, council house transfer or any other service provided by us, is essential to enable us to provide the housing service required by our tenants and leaseholders.
- b. Personal information that you give us will either be retained within our computer systems and/or held within paper records. Whichever way, your personal information is protected under the provisions of data protection legislation.
- c. You should be aware that there are occasions where your personal information may be disclosed to other bodies/organisations in accordance with our role as your landlord.
- d. It is important to stress that in all matters relating to disclosures of information we will use our discretion when dealing with enquiries of a personal nature, whilst maintaining the maximum amount of confidentiality for our customers as prescribed under the terms of data protection legislation.
- e. Where a request for information is required which is outside of the provisions of the legislation, we will always seek the approval of the individual concerned before any action is taken.

5. RENT

- 5.1** You must pay the rent and all other charges for the property on time throughout the whole period of your tenancy, including any period that you are away from the property. Other charges include, for example, service charges, charges for heating, charges for garages and other services.
- 5.2** You must pay your rent weekly, or at any other interval to which we agree. You can pay monthly by arrangement through your bank.
- 5.3** During any payment holiday period, if you owe rent or other debts to us, you must make a minimum payment of a sum equivalent to your weekly rent plus any other arrangement amount due. If you pay your arrears by direct debit we reserve the right to adjust your direct debit to collect this same payment during each of the payment holidays.
- 5.4** If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges when they are due. This means that, if the other joint tenants in your tenancy do not pay their share of the rent and charges, you must pay all the rent and other charges.
- 5.5** If you use housing benefit as a method of payment to pay part or all of your rent, you must tell the Benefit Service and a housing officer immediately of any changes which may affect your entitlement to Housing Benefit.
- 5.6** If you put your tenancy at risk due to non-payment of rent we reserve the right to refer you for specialist debt and welfare benefits advice without your prior consent.

NOTES

- a.** Some tenants pay for extra services with their rent, for example, concierge or caretaking. We will tell you if this applies to you.
- b.** You are responsible for filling in your housing benefit claim forms and of advising us if your circumstances change. If you are unsure about how to fill in these forms, you can approach your neighbourhood office, Citizens Advice Bureau or community housing/advice centre.
- c.** If you have difficulty paying your rent, please contact your housing officer, local neighbourhood office or Citizens Advice Bureau. You may be entitled to housing benefit or other benefits. We will do all we can to advise and help you.
- d.** We will give you 28 days notice of any change in rent.
- e.** A money judgement order may affect your ability to obtain credit in the future.
- f.** If you are evicted for rent arrears, we are not automatically obliged to rehouse you. It may also affect your ability to be rehoused by another landlord.
- g.** If you are in arrears with your rent, this may affect your prospects for rehousing.
- h.** If you have rent arrears and would like to move home, your housing officer will discuss paying your rent arrears with you.

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- i. Consent to an exchange will usually be subject to a condition requiring you to repay any outstanding rent.

5.7 You are also responsible for all rent and other costs, such as court costs and rechargeable repairs that are owed from the past. If you were a joint tenant, you will still be responsible, even after the other tenants have left the property.

5.8 If your housing benefit payment made directly to us does not cover the full rent or you are receiving less than your award due to a direct deduction from your housing benefit to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly in advance using another payment method.

5.9 We may change your rent and/or service charges at any time. We will tell you of any change in rent at least 28 days before the change, but we reserve the right to change your rent even if you do not receive this notice.

5.10 If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and a money judgement order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency.

5.11 You must pay or make and keep to an arrangement to repay all debts owed to the council including any debt relating to any former tenancy you have held with us. If you do not keep to an arrangement we may take legal action and/or refer debts to a debt collection agency.

5.12 You must make and keep to an arrangement to repay other costs such as rechargeable repairs, court costs, recoverable housing benefit and support charges.

- 5.13** We may deduct any money you owe the Housing Service from any money that is owed to you by the council.
- 5.14** If you have rent arrears, this may affect your eligibility for a transfer to alternative accommodation or to receive an offer of alternative accommodation.
(See notes **g. h.** and **i.** on pages 15 and 16)
- 5.15** We will make a reasonable administrative charge for providing credit references for you. We will not provide a reference until this charge has been paid in full.
- 5.16** If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt and provide us with your new address as well as any future address. You may not be able to have another council home until you do. This may also affect your prospects to be rehoused by another landlord. If you do not repay debts we will take legal action to recover debts and/or may refer debts to a debt collection agency.

6. ANTISOCIAL BEHAVIOUR

6.1 You, your friends and relatives and any other person living in or visiting the property (including children) must not:

- 6.1.1 Do anything which causes or is likely to cause a nuisance to anyone in the local area. This includes allowing animals to cause a nuisance.
- 6.1.2 Do anything which interferes with the peace, comfort or convenience of other people living in the local area.
- 6.1.3 Harass anyone in the local area, for example, because of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, age, disability, mental illness, actual or perceived HIV status. You must not be involved in any form of hate crime. This includes, but is not restricted to harming, intimidation, threatening or acting in any manner that causes distress to any person living in, visiting or otherwise engaging in lawful activity in or in the locality of the property on the grounds of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, age, disability, mental illness, or actual or perceived HIV status. You must not encourage anyone else to be involved in such behaviour on your behalf or for your benefit.
- 6.1.4 Harass, or threaten to harass, or use violence towards anyone in the local area.
- 6.1.5 Harass, or threaten to harass, or use violence towards our employees, councillors, anyone contracted to do work for the council or elected tenant representatives.

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- a.** You, and any joint tenants, are responsible for your behaviour, the behaviour of your children and anyone else living with or visiting you, while they are in your home (including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas) or in the local area. The local area includes the whole of the estate/ area the property is on, including privately owned or housing association properties, local shops and/or amenities serving the local area. If you, any joint tenants, anyone else living with you or visiting you causes antisocial behaviour, we will ask you to stop. We may apply to a court for an injunction, antisocial behaviour order, your eviction or another order.
- b.** Harassment is defined as any unwanted behaviour directed at an individual or group which is offensive or objectionable to the recipient. It is behaviour or conduct calculated to interfere with the peace and comfort of individuals or groups which has the effect of hurting, intimidating, humiliating, ridiculing and/or undermining their confidence.
- c.** If you report antisocial behaviour, you must assist us to investigate and take action by providing us with information about the antisocial behaviour and the impact it is having on you. We will provide support to you throughout the period of any investigation. This includes referral to victim/witness support services as appropriate.

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- 6.1.6 Use or permit anyone else to use the property for any criminal, immoral or illegal purpose, including selling or storing unlicensed firearms or using firearms, weapons or illegal drugs, or storing or handling stolen goods.
- 6.1.7 Use threatening behaviour, domestic violence or abuse (including but not restricted to physical, psychological, sexual, financial or emotional abuse) towards anyone living in the property.
- 6.1.8 Intentionally damage property. If you intentionally damage the council's property, we will seek compensation, using the courts as necessary.
- 6.2** If you, your family or visitors behave antisocially we will take action to stop you. This may include going to court to ask for you to be evicted, applying for an injunction to prevent you from behaving antisocially or seeking an order to exclude you from the property and/or the local area.
- 6.3** We may not find you another home if you are evicted because of antisocial behaviour. This may affect your prospects to be rehoused by another landlord.

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- d.** If you are found to be the perpetrator of domestic abuse, we will take action which could result in you losing your home.
- e.** We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not make other tenants' lives a misery. We ask that all tenants and their families are considerate towards their neighbours and help to create caring and happy communities. We will do all we can to promote harmony in local communities and to deal with any problems. We will act quickly against tenants who ignore this tenancy agreement, and will work with other agencies to resolve nuisance caused by people who are not council tenants.
- f.** We offer mediation to all our tenants as a way of resolving conflicts and disputes.
- g.** We may not be able to resolve all your concerns but we will work with other agencies and provide advice about other services to assist you.
- h.** We will provide support to you throughout the period of any investigation. This includes referral to relevant victim/witness support services as appropriate.

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6.4 What is antisocial behaviour?

6.4.1 The list below will always be classed as antisocial behaviour:

- Using or threatening violence.
- Using firearms and/or other weapons.
- Racist behaviour, including literature, letters or verbal abuse.
- Hate crime, for example because of a person's colour, race, sexual orientation, gender, religious belief, age, disability or mental illness.
- Prostitution.
- Dealing in pornography.
- Criminal activity in properties.
- Illegal drug and alcohol abuse, substance misuse, drug dealing, growing or processing drugs with intent to supply or manufacture them.
- Verbal abuse and offensive gestures.
- Domestic abuse including child abuse.
- Damaging property including cars and bikes.
- Arson or attempted arson.
- Dumping rubbish and furniture.
- Fly-tipping.
- Putting offensive materials through letterboxes.
- Writing and spraying graffiti.
- Causing a nuisance in lifts and communal areas, for example fouling communal areas or blocking chutes.
- Storing or repairing any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- Throwing things off balconies or out of windows.
- Breaking shared security, for example allowing strangers to get into the building.
- Blocking communal areas.
- Playing ball games in areas where this is prohibited.
- Joy riding.
- Making malicious or threatening telephone calls, sending malicious or threatening letters, emails or text messages or using similar forms of communication or technology for making malicious or threatening communication.

6.4.2 The following is antisocial behaviour when it causes a nuisance:

- Not exercising adequate parental control.
- Making loud noise.
- Banging and slamming doors.
- Playing ball games close to people's homes or buildings.
- Skateboarding, roller-skating and cycling on footpaths, balconies and communal areas.
- Being drunk in public.
- Excessive barking of dogs or dogs fouling in communal and public areas.
- Not keeping pets under control.
- Making unfounded complaints.
- Carrying out DIY at unsociable hours.
- Noise nuisance caused to other tenants because of the use of laminate or wooden flooring in flats above ground level.
- Riding motorbikes, quad bikes, or mopeds on estates.

6.5 Categories of antisocial behaviour

Antisocial behaviour complaints are categorised according to how serious the complaint is. The classifications are:

Category A – very serious

Category B – serious

Category C – minor

Category A – very serious

This includes harassment on the grounds of colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, age, disability, mental illness, or actual or perceived HIV status. This also includes any other harassment, actual violence or threats of violence and any other serious criminal activity.

Category B – serious

This includes serious breaches of these conditions of tenancy, 'noisy neighbours', allegations of petty criminal activity, threats or threatening behaviour.

Category C – minor

This includes minor breaches of these conditions of tenancy, everyday noises at an unreasonable hour, complaints regarding pets, refuse, parking or the condition of a tenant's property.

NOTES

Data protection

- i. We are committed to making the community that you live in safer for you and your family.

The Crime and Disorder Act 1998 places obligations on local authorities, police authorities, health authorities and probation committees (amongst others) to work together in tackling crime and disorder issues within our communities.

In order for us to fulfil our obligations under the Crime and Disorder Act 1998, there may be occasions where information about you might be passed to these organisations. Any exchange of information will comply with the provisions of data protection legislation.

7. REPAIRS

7.1 You must repair, renew or replace as necessary any parts of the structure, installations, fixtures or fittings inside or outside the building that are damaged by you, a member of your household or someone you have allowed into the property, including children.
(See note **d.** on this page)

7.2 You are also responsible for repairing, renewing or replacing the following items:

- fuses
- cupboard catches and handles
- keys to door and window locks
- plugs and chains to sinks, basins and baths
- TV aerials
- surface damage to internal plasterwork
- pelmets, curtain and picture rails
- gate and shed latches, bolts and catches
- lagging and other insulation material
- broken or cracked glass in any internal door or window.

(See note **d.** on this page)

7.2.1 We may recharge you for external reglazing when no crime reference number can be provided.

NOTES

- a.** If we carry out any urgent repairs that are your responsibility, we will charge you a reasonable cost, including administration costs.
- b.** If you fail to carry out any repairs for which you are responsible, we may give you 28 days notice to do so. After this, we will carry out any outstanding work and charge you for doing so.
- c.** If you do not pay, we may request a money judgement order against you which could affect your ability to obtain credit in the future.
- d.** You must have repairs that are your responsibility carried out by a competent and suitably qualified person. We reserve the right to inspect repairs after completion.
- e.** We will maintain communal TV aerials in flats and maisonettes.

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7.3 The following items will be provided at the start of your tenancy. After that it is your responsibility to repair or replace them:

- door handles and latches
- sealant around basins, baths, showers and kitchen work surfaces
- cylinder jackets where the hot water tank is not pre-insulated
- toilet chains/handles
- drawer handles
- door numbers and letter plates
- glazed tiles around the bath, basin, shower and sink
- curtain battens

You are responsible for carrying out the following activities:

- bleeding radiators
- cleaning and removing limescale from baths, sinks, basins and showerheads
- lubricating hinges and locks
- adjusting doors when you have new carpets fitted.

7.4 You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks. You are responsible for replacing keys, locks or fobs when they are lost or stolen or when you get locked out.

7.5 You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage.

7.6 You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible because you have provided it yourself.

7.7 You, your friends and relatives and any other person living in or visiting the property (including children) must not cause damage to any council-owned building or property.

NOTES

- f.** We will replace these items if it is necessary as part of a major repair or we are required to do so as a result of our statutory obligations.
- g.** If you have circumstances which make it difficult for you to carry out any repairs for which you are responsible, please contact your local neighbourhood office, local housing team or Citizens Advice Bureau. We may be able to do the repair and charge you a reasonable cost, or advise you of a voluntary agency that may be able to help.
- h.** In relation to moisture building up, reasonable steps include the following:
- keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This means opening windows and doors and using any extractor mechanisms that may be in your property
 - not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture without proper ventilation during and after use
 - not blocking or obstructing air vents or other means of ventilation
 - keeping the property sufficiently heated by using any heating we have provided in your property
 - not overcrowding your property
 - preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution

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7.8 You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property.

7.9 You are responsible for properly and adequately installing and repairing a washing machine, dishwasher or tumble dryer, and for any extra replacement pipework that may be required. This includes water supply pipes, vents and any related electrical connections and connecting any gas appliances you own. If you do not properly and adequately install a washing machine or tumble dryer and damage is caused we may recover any costs that we incur. We may ask the courts to order an injunction or to grant us possession of your home.
(See notes **k.** and **n.** on this page)

7.10 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains and to remove any blockages if they occur. You must also clean any blockages in your washing machine, dishwasher or tumble dryer. If you do not take reasonable steps to prevent blockages to water pipes we may recover any costs that we incur. We may ask the courts to order an injunction or to grant us possession of your home.

7.11 If you have an open fire, you must sweep and keep clean and clear chimneys and fireplaces.

7.12 You are responsible for any step, path or paving that is not an essential means of access to your property.

7.13 You must not make any changes to the structure of the property, its fixtures, fittings, doors, boundary fence or wall or anything connected with the provision of services to the property without prior written permission from us. If we give permission, we may set certain conditions that must be met.

NOTES

- taking reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors and window frames.
- i.** If you have a burst pipe, put something under the leak to catch the water, turn off the water supply at the stop-tap and telephone the Contact Centre.
- j.** We will advise you of the location of the stop-tap at the start of your tenancy. If you need any further advice, please contact your local neighbourhood or housing office.
- k.** Gas appliances must be installed by a registered gas fitter. Ask at your local housing office for advice.
- l.** We advise you to insure the contents of your home. Ask at your local neighbourhood or housing office for advice on our insurance scheme for tenants.
- m.** If we undertake repairs as a result of your failure to properly sweep and clear chimneys and fireplaces, we will charge you a reasonable cost for doing so.
- n.** In the interests of fire safety, you must not remove or replace any internal or external doors and any door closers fitted to fire doors without permission.
- o.** Permission will not be unreasonably withheld.

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7.14 You must not fit an aerial or satellite dish at the property without our written permission and the relevant planning permission. You must arrange the removal of these to enable us to carry out repairs or when they are no longer required or when you move out. (See note **o.** on page 24)

7.15 Any work you have done at your property must be carried out by a competent and suitably qualified person. If we find work has been carried out in a way that has, or could, cause damage to the property or danger to someone, we will insist that you have the problem remedied. If the problem is not remedied, we may remedy the problem and charge you a reasonable cost for doing so. (See note **r.** on this page)

7.16 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.

7.17 You must not remove or disconnect any mains-operated smoke detector that we have installed.

7.18 You must maintain any battery-operated smoke detectors.

7.19 You are responsible for repairs which would not have been necessary if you had given us notice about another repair. You are responsible for repairs which either would not have been necessary at all or would not have been so extensive if you had given us notice earlier. (See note **f.** on this page)

NOTES

- p.** If you do make changes without our permission, we may restore the property to how it was and charge you a reasonable cost for doing so.
- q.** If we give our written permission for structural changes, you will need to find out if planning permission is needed and obtain this if necessary. You will also need to follow building regulations.
- r.** This includes all your own gas and electrical appliances.
- s.** We will maintain mains operated smoke detectors that we have provided.
- t.** If we carry out the work in either of these cases, we may charge you the costs of the extra work incurred.
- u.** You must contact us as soon as you are aware of a repair for which we are responsible.

7.20 Telling us about repairs

- 7.20.1 We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us. This applies to your home and to communal areas.
- 7.20.2 When contacting us about a repair you think we may be responsible for, you must describe the problem and where it is, how long it has been there and how it has affected you.
- 7.20.3 If you do not contact us about possible disrepair, we will not accept that you have given us appropriate notice for us to visit and carry out any work that may be needed.
- 7.20.4 We may use an arbitration tribunal panel to resolve certain disagreements between you and us. If either you or we have referred a disagreement to arbitration, both sides must keep to the decision of the arbitration tribunal. The arbitration tribunal's decisions can be enforced in the courts.

NOTES

- a.** You must contact us as soon as you are aware of a problem and not delay.
- b.** If you are aware of any materials that may be hazardous to health, such as damaged asbestos, or any broken electrical equipment which we own and are responsible for maintaining, please telephone the Contact Centre.
- c.** When telling us about a problem, you must make clear how and when we can contact you in response (for example, give us any relevant home or work telephone numbers)
- d.** Further details of landlord's responsibilities and tenants' responsibilities for repairs are explained in your handbook.

7.21 Carrying out repairs

- 7.21.1 When you report a repair for which we are responsible, we will give you a receipt. The receipt will state the job reference number and an agreed appointment time.
- 7.21.2 If the repair appointment is not kept you should telephone the Contact Centre.

NOTES

- a.** You must keep the receipt as confirmation of your request for a repair.
- b.** If you do not receive a receipt for a repair you have reported, telephone the Contact Centre.
- c.** The Right to Repair Regulations provide that, in certain circumstances, if we do not carry out repairs within a set time, you can ask us to arrange for another contractor to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact the contact centre, neighbourhood office or Citizens Advice Bureau for more information.

7.22 Access for the purpose of inspection and repair

- 7.22.1 You must allow us access for inspection, servicing, repair, planned programmes, gas servicing and any safety checks, improvement and maintenance work to be carried out to the property or adjoining property at any time between 8am and 7pm and at any other time in an emergency. We will give you advance notice whenever possible. If you delay allowing us access to the property we may recharge you for any associated costs including costs of gaining access and increased costs of repair caused by any delay. You must allow us access for specific services such as gas servicing, electrical testing or alarm equipment we have provided.
- 7.22.2 You must keep appointments that we have agreed with you to complete repairs. If you break two or more consecutive appointments we may charge you to recover our costs.
- 7.22.3 If we visit your property and you are out, we will leave a card asking you to telephone the Contact Centre to make a new appointment.
- 7.22.4 You must take steps to store or protect your possessions while repair work is being done.
- 7.22.5 We will try to warn you if we think any proposed repairs will inconvenience you. Certain repairs may unavoidably deprive you of certain facilities in your property while the work is being done. For example, you may not be able to use your kitchen or bathroom. (See note **g.** on this page)

NOTES

- a. In an emergency, such as a flood, we may take immediate action to gain entry to your home to limit damage to your property or adjoining properties.
- b. We will require access every 12 months to service gas appliances. If you do not allow us access, we may take immediate action to gain entry to do the work.
- c. Always ask to see the identity card of anyone who calls at your home to carry out repairs and claims to work for us. If you are not sure that they work for us, do not let them into your home and telephone the Contact Centre for confirmation.
- d. We recommend that you insure valuable items against accidental damage.
- e. We will take reasonable care when carrying out repair work.
- f. We may not be responsible if any of your property is damaged because you failed to take reasonable steps to store or protect it.
- g. Where this is the case, we will take reasonable steps to provide you with temporary substitute facilities.
- h. A claim form is available from your local neighbourhood or housing office.
- i. We may not accept liability for any alleged losses if you do not notify us as specified.
- j. We will take into consideration your ability to move furniture and personal possessions. Where you are unable to do this, we will try to help.

7.22.6 If something is damaged as a result of our repairs, you must notify us in writing within a period of 28 days from the time it was damaged or from the time you first became aware it was damaged. (See notes **h.** and **i.** on page 28)

7.22.7 We will remove all associated rubbish, building materials and equipment from your property after repair work has been completed.

7.22.8 We will redecorate the affected area or provide an allowance for redecoration following major repairs work that we are under a legal obligation to undertake. We will consider each case on its merits taking into account your age or vulnerability to carry out this work.

7.22.9 We may require you to move furniture or other personal possessions to enable us to carry out repairs. Where possible we will give you notice of this. If you do not make these arrangements we may charge you a reasonable cost for having to do this on your behalf. (See note **j.** on page 28)

7.23 Provision of temporary alternative accommodation during major works

7.23.1 Sometimes the nature of the repairs that need to take place means that we need to have vacant access to your property. If your repairs fall into this category, we will inform you and you must vacate the property for the period we advise is necessary.

7.23.2 If we do not say we need vacant access to your property, you must decide whether you want to stay there during any works or find yourself temporary alternative accommodation.

NOTES

- a.** If you choose to remain in your property during such repairs, you accept that you do so without responsibility from us to provide you with temporary substitute facilities.
- b.** If you have to vacate your property in some circumstances we will assist with a range of alternatives, including temporary alternative accommodation. Please contact your local housing team for advice. We will not be able to carry out certain types of repairs at your property until you have vacated and our responsibilities for these repairs may be suspended during this period.
- c.** We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- d.** If you do not accept a temporary property we offer you, you must at the same time tell us in writing whether or not you want us to continue looking for an alternative. If you do not make this clear, we will assume that you want us to continue looking and therefore some of your repairs will continue to be postponed.
- e.** If you need help to provide us with written confirmation, please contact your local neighbourhood office or housing office.

8. HYGIENE

8.1 You, your friends and relatives and any other person living in or visiting the property (including children) must:

8.1.1 Take reasonable steps to keep the property, garden and communal areas free from rats, mice and other pests.

(See note **a.** on this page)

8.1.2 Keep the property, garden and communal areas clean and free from rubbish and/or excessive amounts of goods. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish. If you do not pay, we may request a money judgement order. This could affect your ability to obtain credit in the future.

8.1.3 Not leave any personal belongings or rubbish in shared stairways, halls and landings. We will remove anything you leave in these areas and charge you for the work.

(See note **b.** on this page)

8.1.4 Keep the property, garden and communal areas free from bad smells.

(See note **c.** on this page)

8.1.5 Keep all shared areas free from obstructions.

8.1.6 Telephone the Contact Centre immediately if the drains of the property become blocked.

(See note **d.** on this page)

8.1.7 Dispose of household rubbish in the appropriate way, for example using the refuse chute in multi-storey flats, placing rubbish in communal refuse bins, or leaving it outside your home on the correct day for the refuse collectors.

(See note **e.** on this page)

8.1.8 Not dump rubbish or fly tip.

NOTES

- a.** You must tell Environmental Services (pest control) or your neighbourhood or housing office immediately if your home becomes infested with rats. They will also give advice and guidance on other pests.
- b.** If we move items, we will not be responsible for any loss you may suffer.
- c.** Bad smells do not include cooking smells.
- d.** We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, for example, by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies down the toilet, we will charge you a reasonable cost for the work.
- e.** We can give you advice on where to put your weekly refuse and how to dispose of bulky items.

9. HEALTH AND SAFETY

- 9.1** For health and safety reasons you, your friends and relatives and any other person living in or visiting the property (including children) must not:
- 9.1.1 Use portable oil (except oil-filled radiators), paraffin or gas cylinder heaters in a flat.
 - 9.1.2 Store inflammable materials or gas in the property, garage, or the garden.
 - 9.1.3 Store or repair any vehicles which are powered by petrol, diesel or paraffin in shared areas.
 - 9.1.4 Store any appliances which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmers.
 - 9.1.5 Interfere with any equipment which is there for health and safety purposes, for example, for detecting or putting out fires in the property, door entry systems and closed circuit television.
 - 9.1.6 Damage or overload lifts.
 - 9.1.7 Do anything in the property which could cause a danger to anyone in the property or in the local area. (See note **e.** on this page)
 - 9.1.8 Throw anything through the windows of the property or from balconies.
 - 9.1.9 Smoke in the internal common areas of any building or allow other members of your household or visitors to your property to do so.
 - 9.1.10 Smoke in your home when we visit you. (See note **f.** on this page)

NOTES

- a.** If you wish to use a portable oil (except oil-filled radiators), paraffin or gas cylinder heater in any other type of property, you must obtain our written permission first. Our written permission will not be unreasonably withheld.
- b.** We advise you to fit a smoke alarm in the property and to check it regularly and replace the batteries when necessary.
- c.** If you have a powered mobility vehicle, for example, a mobility scooter which you wish to store in a communal area, please contact your local housing team to discuss a safe location to leave it.
- d.** We will give advice on any problems related to health and safety.
- e.** This may include storing large quantities of inflammable material such as paper.
- f.** We will not smoke in your home when we visit you.
- g.** Please contact the Community Drug Team for further advice on the safe disposal of syringes and medical waste.
- h.** Always make sure you know who callers are before you let them into your home.

- 9.1.11 Block, obstruct, create or leave any hazard on any landing, corridor, stairwell, lift, chute room, fire escape, pathway or any other communal area or wedge open any fire or security doors.
- 9.1.12 Leave used syringes in areas where people in the local area may come into contact with them. Syringes must be disposed of safely.
(See note **g.** on page 31)
- 9.1.13 Let anyone you don't know into the shared areas, for example, in multi-storey blocks where there are external locked doors.
- 9.1.14 Place anything on a window ledge or balcony which could be a danger to anyone living in the property or in the local area.
- 9.1.15 Shake mats or carpets from the windows or balconies.
- 9.1.16 Feed wild pigeons or squirrels outside the property or on balconies.
- 9.1.17 Park vehicles in areas set aside for emergency vehicles.
- 9.1.18 Delay telling the Contact Centre about any damage to the property.
- 9.2** You must advise us if the gas or electricity meters have been removed or tampered with by anyone.
- 9.3** Periodically you may be required to advise us of the energy supplier you have registered with for gas and/or electricity.

10. ANIMALS

- 10.1** You, your friends and relatives and any other person living in or visiting the property (including children) must not:
- 10.1.1 Keep any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 or the Dangerous Dogs (Amendment) Act 1997.
- 10.1.2 Keep livestock at the property.
- 10.1.3 Keep any animal which we feel is unsuitable. The local housing team will advise you on whether an animal is unsuitable.
(See note **a.** on this page)
- 10.1.4 Allow your pets to cause a nuisance, for example, fouling communal areas such as lifts, stairs and landings, and making excessive noise such as barking.
- 10.1.5 Keep more than a reasonable number of pets.
- 10.1.6 Breed any animals or birds at the property causing a nuisance to neighbours and a risk to health.
- 10.1.7 Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including Council employees. Animals must be kept under proper control at all times. Dogs must be kept on leads at all times in communal areas.
- 10.1.8 Allow your home, garden or communal areas to become contaminated with animal excrement. It is your responsibility to clean up after your pets. If you fail to do so we may carry out the work, recharge you and take action to end your tenancy.

NOTES

- a.** When considering what is reasonable and suitable, we will have regard to (amongst other things):
- the type and size of your pets
 - the type and size of your home
 - the number of people living in your home
 - access to the road and open space
 - hygiene
 - the welfare of the animal.
- b.** If you live in a house, you can keep pigeons/birds in a pigeon loft or aviary. You must obtain our written permission to do so and we may consult your neighbours for their consent. We may withdraw our permission if the pigeons/birds cause a nuisance.
- c.** We will ask you to remove any animals that you do not have our permission to keep through these Conditions of Tenancy or any animal which is unsuitable or causes a nuisance. If you do not agree with our decision you may appeal through our complaints procedure.
- d.** If you do not remove any animal that you do not have our permission to keep, or any animal which is unsuitable or causes nuisance, we will take court action to remove it and we may take action to repossess your home. We will charge you a reasonable cost for doing this.
- e.** If you are evicted, we may not be automatically obliged to rehouse you. This may also affect your prospects to be rehoused by another landlord.

- 10.2** You, your friends and relatives and any other person living in or visiting the property (including children) must:
- 10.2.1 Obtain our written permission if you wish to keep more than two dogs.
 - 10.2.2 Obtain our written permission to use your home or garden to breed animals.
 - 10.2.3 Be responsible for providing and for the future maintenance of any fencing specifically required to control your animal.

11. GARDENS

- 11.1** You must keep all garden areas for which you are responsible neat and tidy.
- 11.2** If you fail to keep your garden tidy and free from rubbish, we may carry out any necessary work, charge you reasonable costs for doing this and/or ask the courts to order an injunction and/or possession of your home.
- 11.3** You must not build a garage in your garden without obtaining our written permission.
- 11.4** You must not put a greenhouse or shed in a shared garden, a greenhouse or shed over six-feet square in a private garden or more than one greenhouse or shed in a private garden without obtaining our written permission first.
(See note **a.** on this page)
- 11.5** You must not remove, alter, replace or plant any boundary hedge or fence at the property without obtaining our written permission first.
- 11.6** You must not plant large, fast-growing shrubs or trees in a place which might cause a nuisance to neighbours, or damage property.
- 11.7** If plants or trees do cause a nuisance, including overhanging neighbouring property, you must prune or remove them as necessary.
- 11.8** You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the garden area. If you do, we may remove the items and charge you a reasonable cost for doing this.
- 11.9** You must not pour hazardous substances, including oil and chemicals, down ordinary drains.
- 11.10** You must not light or burn bonfires in any garden, including shared gardens, or on communal land.

NOTES

- a.** You may still need to obtain planning permission and meet building regulations. We reserve the right to ask you to remove any garage, shed, greenhouse or outhouse that causes a nuisance.
- b.** You may be recharged for work that we must carry out if a boundary fence or hedge is removed and not replaced to a satisfactory standard.
- c.** We may ask you to remove any fencing or boundary structure you have erected if, in our opinion, it is dangerous or it causes a nuisance. If you do not remove it, we may do so and charge you a reasonable cost.
- d.** If you do not pay, we may request a money judgement order which could affect your ability to obtain credit in the future.

12. VEHICLES

- 12.1** You, your friends and relatives and any other person living in or visiting the property (including children) must not:
- 12.1.1 Park any vehicle anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb.
 - 12.1.2 Build a parking space, garage or drive without our written permission.
 - 12.1.3 Park any motor home, caravan, boat, trailer or business vehicle which weighs more than one ton at the property.
 - 12.1.4 Receive payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
 - 12.1.5 Cause nuisance to neighbours or damage to pathways, drives and parking spaces through leakages or spillages, for example oil spillage when repairing your vehicle.
 - 12.1.6 Park any vehicle, motor home, trailer, caravan or boat which is untaxed, illegal, is not roadworthy, or is in disrepair on any land belonging to us. If you do, we may remove the vehicle. You will be charged a reasonable cost for its removal.
(See note **c.** on this page)
 - 12.1.7 Run a motor-related business from the home.
 - 12.1.8 Park any vehicle on a grassed area.
 - 12.1.9 Park any vehicle in an area not designated for parking, for example on the paved or tarmac area outside a multi-storey block of flats.

NOTES

- a.** Written permission must be obtained from both the council's Housing and Constituencies Directorate and Highways Services for a dropped kerb. The Highways service or its approved contractor may undertake the work, but you will be charged the cost of the work. Reduced rates are available for people with disabilities.
- b.** If we give our permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.
- c.** We will not be responsible for damage to your vehicle if we have to remove it.
- d.** You are permitted to store a battery operated mobility scooter in your home.

- 12.1.10 Park any vehicle on a designated area set aside for emergency vehicles, or park in any area which would block access for emergency vehicles or refuse collection vehicles.
- 12.1.11 Store or repair motorbikes inside your property or in the shared areas.
*(See note **d.** on page 36)*
- 12.1.12 Sell, rent or give away a parking space which we provide for you.
- 12.1.13 Double park vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 12.1.14 Allow anyone, other than your family, visitors and friends, to park at the property.

13. USING THE PROPERTY

- 13.1** You, your friends and relatives and any other person living in or visiting the property (including children) must not use the property other than as a private home.
- 13.2** You must obtain our written permission before you run a business from the home.
- 13.3** Periodically you may be required to produce identification and provide evidence that you occupy the property and details of anyone else living with you on a permanent or temporary basis.
- 13.4** Periodically you will be required to provide access to the property for the purpose of carrying out a tenancy check. The purpose of a tenancy check is to ensure there are no breaches of tenancy conditions that put you or other people's health, safety or security at risk.
- 13.5** You must take reasonable steps to prevent noise transferring from your home to any adjoining properties. This may include laying carpets or fitting other floor insulation.

NOTES

- a.** You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel the business is likely to cause a nuisance to other people, or damage the property.
- b.** You should seek our permission first. You may need to obtain additional permission, including planning permission, and you may be liable for business rates. It is your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- c.** We will withdraw our permission if:
- the relevant permissions are not granted
 - after permission is granted, the business causes a nuisance.
- d.** We will not allow you to run the following businesses from your home:
- car repair and maintenance
 - printing
 - any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
 - shops or wholesale businesses where customers would have to visit the property
 - any business that would cause a nuisance by the parking of additional vehicles.
- e.** For further information and advice please contact your local neighbourhood or housing office.
- f.** A tenancy check is also an opportunity for us to provide you with advice on your tenancy rights and responsibilities and information on housing related services available to you.

14. FURNITURE (Furnished accommodation tenancies)

THIS SECTION APPLIES TO THOSE TENANTS LIVING IN FURNISHED ACCOMMODATION.

- 14.1** You, your friends and relatives and any other person living in or visiting the property (including children) must not:
- 14.1.1 Sell, rent or give away any of our furniture. If you do, we will ask the court for permission to evict you. We will also ask the court for a money judgement order for you to pay us compensation for the furniture.
- 14.1.2 Deliberately damage or vandalise our furniture.
- 14.1.3 Remove any of our furniture from the property without our written permission.
- 14.2** You must let us enter the property at reasonable times to inspect the furniture, or carry out repairs.
(See note **d.** on this page)
- 14.3** You will be charged for the cost of repairing any damage to our furniture, however caused, fair wear and tear excepted, which you, or any other person living in or visiting the property, and your own or any other person's pets have caused.
(See note **e.** on this page)
- 14.4** If our furniture needs to be repaired and we are responsible for doing that repair, you must tell us immediately.
- 14.5** When you move out of the property you must leave our furniture in the property in a good state. We will inspect the furniture before you leave. We may charge you for broken and damaged items.

NOTES

- a.** When you sign this tenancy agreement, you will be given a list of furniture provided.
- b.** It is a criminal offence to sell, rent or give away our furniture. If you do this, we will inform the police and may charge you the cost of replacing the furniture.
- c.** A money judgement order may affect your ability to obtain credit in the future.
- d.** We will inspect the furniture every three months.
- e.** We recommend that you insure any furniture, including furniture that we rent to you.

15. ENDING YOUR TENANCY

- 15.1** When you move out of the property, you must:
- 15.1.1 Give us four weeks written notice that you want to leave the property. Your tenancy will end at midnight on the first Sunday after four weeks notice was given. You are responsible for the property until you give us the keys.
- 15.1.2 Give us all the keys to the property, including keys for window locks and security fobs to the door entry system where appropriate by midday on the first working day after the tenancy end date. If you do not return your keys by this time we reserve the right to charge you rent and other charges for any additional period until the property keys have been returned to us. We may also charge you to recover any costs we incur to change the locks and/or obtain replacement keys.
- 15.1.3 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired.
- 15.1.4 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 15.1.5 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you do not, we may assume you have abandoned these items and may dispose of them without further reference to you. We will also charge you a reasonable cost for removal, storage or disposal, as appropriate.

NOTES

- a. If a sole tenant dies, four weeks notice is not required. We may allow an extra week to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. In these circumstances, further advice is available from your local housing team.
- b. If you leave your home without telling us, we may, depending on the circumstances, consider the property as abandoned and take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us.
- c. We may charge you the reasonable cost of all repairs for which you are responsible and repairs that are needed because you abandoned the property.
- d. We may take steps to evict anyone else who you have left at the property. We may charge you a reasonable cost for doing this.
- e. We will take reasonable steps to contact you regarding items left at the property.
- f. If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. We will then decide whether to create a new tenancy for the tenant who is left, or offer them another property. You may not have an automatic right to continue living in the property if a joint tenant has brought the tenancy to an end.

Continued on page 41

- 15.1.6 Leave the property and garden in a clean and tidy state. If you do not, we may charge you a reasonable cost for cleaning up after you.
- 15.1.7 Provide us with your forwarding address and any future address.
- 15.1.8 If you remove any improvements, fixtures or fittings you installed, you must put the property back to the way it was before you installed them. If you do not, we may charge you a reasonable cost for having to do this.
- 15.1.9 Allow us access to inspect your property during the notice period. This may include viewings with prospective tenants.
- 15.1.10 Make sure all fixtures and fittings you have installed and which you are leaving in the property are in good working order.
- 15.1.11 Leave all our furniture in the property in a reasonable condition.
- 15.1.12 Allow us to enter the property at reasonable times to inspect it.

NOTES

- g.** You should tell us in writing if you will be away from your home for more than four consecutive weeks.
- h.** If we need to do additional work because of damage caused by tiles, cladding, wallpaper or artex being removed, we may charge you a reasonable cost for doing this.
- i.** If you do not pay any rent or any other charges owing to us when you end the tenancy, we will go to court and ask for a money judgement order to recover the debt. This may affect your ability to obtain credit in the future. It may also affect your ability to obtain accommodation with us or another landlord in the future.
- j.** If you move and have substantially improved your home, you may be entitled to some compensation. Please speak to your local housing team for further information.
- k.** We will provide advice on ending your tenancy if you require it. Please contact your local housing team.

16. WRITTEN PERMISSION

- 16.1** You must obtain our written permission before you:
- 16.1.1 Carry out alterations to the property.
 - 16.1.2 Build a garage in the garden.
 - 16.1.3 Put a greenhouse, shed or outbuilding (over six-square feet) in the garden.
 - 16.1.4 Put more than one greenhouse, shed or outbuilding in the garden.
 - 16.1.5 Put a greenhouse, shed or outbuilding in a shared garden.
 - 16.1.6 Put in a water meter.
 - 16.1.7 Fit any security gates, doors, window shutters, security bars or grilles, or other security fittings to windows and where it is safe for them to be fitted.
 - 16.1.8 Fit an aerial, satellite dish or receiving antennae other than a conventional television aerial.
 - 16.1.9 Lay underground cables.
 - 16.1.10 Fit a camera or any other type of surveillance equipment.
 - 16.1.11 Fit laminate or wooden flooring.
 - 16.1.12 Run a business from home.
 - 16.1.13 Use a portable oil, paraffin or gas cylinder heater.
 - 16.1.14 Build a parking space or drive.
 - 16.1.15 Remove, alter, or replace any boundary walls, hedges or fences.
 - 16.1.16 Sub-let any part of the property.
(See note **d.** on this page)

NOTES

- a.** Even if we give our written permission, you must still obtain planning permission if required and meet building regulations. We will withdraw our permission if the relevant planning and other permissions are refused, and we may withdraw our permission if a nuisance is caused.
- b.** Our written permission will not be unreasonably withheld or delayed.
- c.** We will only give permission for security gates, doors or window shutters, security bars or grilles which meet approved health and safety standards and where it is safe for them to be fitted. If you do not have permission we may seek a mandatory injunction for you to remove them and restore the property to its previous condition.
- d.** You have the right to sub-let part of your home, but you must obtain our written permission first. You must not sub-let the whole of your home.

- 16.1.17 Exchange or transfer your home.
- 16.1.18 Remove our furniture from the property.
- 16.1.19 Build a pigeon loft or aviary.
- 16.1.20 Keep more than two dogs.
- 16.1.21 Install a gas supply to a property that did not have a gas supply at the start of the tenancy or install any gas appliance other than a cooker, refrigerator, tumble dryer or washing machine. Any gas-related works must be carried out by a registered gas fitter and a copy of the supply/installation certificate must be provided to us. Failure to do so will mean that we will arrange for the appropriate gas checks to be carried out and charge for this as well as any associated work.
- 16.1.22 If you do not obtain written permission where required we may take action to ensure that you return the property to its original state. This may include asking you to reinstate unauthorised alterations and asking the courts to grant legal remedies such as an injunction or repossession of your home.
- 16.1.23 To apply for our written permission, please write to your local housing team.

17. WRITTEN NOTICES

17.1 We will serve all notices, for example a Notice of Seeking Possession and Notice to Quit, at your last known address.

17.2 We will assume you have received all letters and notices on the second day after posting if we posted them first class, or on the next day if we delivered them by hand.

17.3 You must serve all notices relating to your tenancy at your local housing office, except notices of court action. Notices of court action must be sent to the Strategic Director for Housing and Constituencies.

(See note **b.** on this page)

NOTES

- a.** We will consider your last known address to be the property this agreement is for unless you tell us you have moved.
- b.** Your local housing office can advise you of the address of the Strategic Director for Housing and Constituencies.

NOTES

A series of horizontal dotted lines for writing notes.

This is important. If you do not understand this document then please ask a friend or relative, who speaks English, to contact your local neighbourhood office or housing team on your behalf. We will then arrange for an interpreter to meet with you.

هذه الرسالة مهمة، فإن لم تفهمها نرجو أن تطلب من أحد أصدقائك أو أقربائك ممن يتكلمون الإنجليزية أن يتصل بمكتب الحي "نيبرهود أوفوس" المحلي أو فريق الإسكان نيابة عنك. بعد ذلك سنرتب للقاء بك مع وجود مترجم فوري.

ARABIC

এটা খুবই গুরুত্বপূর্ণ। আপনি এই দলিলটি বুঝতে না পারলে দয়া করে ইংরেজীতে কথা বলতে পারেন এরূপ আপনার একজন বন্ধু-বান্ধব বা আত্মীয়কে আপনার পক্ষ হয়ে আপনার স্থানীয় নেইবারহুড অফিস বা হাউজিং টিম এর সঙ্গে যোগাযোগ করতে বলুন। এরপর আমরা আপনার সঙ্গে সাক্ষাৎ করার ব্যবস্থা করব এবং এতে সহায়তার জন্য একজন ইন্টারপ্রিটার রাখা হবে।

BENGALI

此事極為重要，如果你看不懂這份文件，請找一位會講英語的親戚或朋友代你接觸當地的鄰舍辦事處或房屋服務隊。然後我們會安排傳譯員一起見你。

CHINESE

این اطلاعات بسیار مهم است. اگر محتوی این مدرک را نمی فهمید، لطفاً از یک دوست یا خویشاوند تان که به زبان انگلیسی صحبت کرده میتواند خواهش کنید که از طرف شما بانیبرهود آفس یا هوزنگ تیم محل شما تماس بگیرد. بعداً برای شما مترجم فراهم می کنیم که باشما ملاقات کند.

FARSI

Message important. Si vous ne comprenez pas ce document, demandez à un ami ou à un membre de votre famille qui parle anglais, de prendre contact en votre nom avec votre bureau de voisinage ou avec l'équipe du logement. Nous prendrons alors les dispositions nécessaires pour qu'un interprète soit présent.

FRENCH

نەم دەقە نووسینە گرنگە. نەگەر نەم نووسینە تێنەگەشتیت تکیایە نەم کاتە داوا بکە لە برادەریک یان خزمیک، کە بە زمانی ئینگلیزی دەدوێ، پویندی بکات بە نووسینگەی هاوسیتی "نەیبەرهود توفیسی" ناوچەمکەت یان بە تیمی خانوو بەرە لە جیاتی تۆ. نەم کاتە نێمە هەڵدەستین بە ریکخستنی چاوپێکەوتنیک لەگەڵت وە بە نامادەبوونی وەرگیزی زمان.

KURDISH

Ważne! Jeżeli nie rozumiesz treści tego dokumentu, zwróć się o pomoc do przyjaciela lub krewnego, który mówi po angielsku, aby skontaktował się w Twoim imieniu z lokalnym Biurem Środowiskowym (Neighbourhood Office) lub wydziałem do spraw mieszkaniowych (Housing Team). Załatwimy wtedy dla Ciebie tłumacza.

POLISH

ਇਹ ਗੱਲ ਬੜੀ ਜ਼ਰੂਰੀ ਹੈ। ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਪਰਚੇ ਦੀ ਸਮਝ ਨਹੀਂ ਲੱਗਦੀ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਅਪਣੇ ਕਿਸੇ ਅੰਗਰੇਜ਼ੀ ਬੋਲਣ ਵਾਲੇ ਦੋਸਤ ਜਾਂ ਰਿਸ਼ਤੇਦਾਰ ਨੂੰ ਕਹੋ ਕਿ ਉਹ ਤੁਹਾਡੇ ਵਾਸਤੇ ਸਥਾਨਕ ਨੇਬਰਹੁੱਡ ਔਫਿਸ ਜਾਂ ਹਾਊਸਿੰਗ ਟੀਮ ਨਾਲ ਸੰਪਰਕ ਕਰੇ। ਉਸ ਤੋਂ ਬਾਅਦ ਅਸੀਂ ਕਿਸੇ ਦੇਭਾਸ਼ੀਏ ਰਾਹੀਂ ਤੁਹਾਡੇ ਨਾਲ ਗੱਲ ਕਰਨ ਦਾ ਪ੍ਰਬੰਧ ਕਰਾਂਗੇ।

PUNJABI

داڀر مهم معلومات دی. که تاسی په دی سند نه پوهیږی نومهربانی و کړی دخپل یوملگری یا خپلوان نه چه په انگریزی ژبه خبری کولای شی غوښتنه و کړی چه ستاسی له خواستاسی دسیمی نیبرهود آفس یا هوزنگ تیم سره په تماس کی شی. بیا به مونږ ترجمان برابر کړو چه ستاسی سره کتنه و کړی.

PUSHTO

Hadii aadan fahmin waxa kuqoran boog yarahan (warqadan) fadlan waydiiso qof saaxiibkaa ama qaraabadaada ah oo kuhadla afka ingiriisiga inuu kuu waco xafiiska dariska ee kuu dhaw (neighbourhood office) ama kooxda guryaha asaga oo adiga kumatalaya. Markaa kadib waxaan kuu balaminaynaa afceliye (turjubaan).

SOMALI

یہ دستاویز اہم ہے۔ اگر آپ اس دستاویز کو سمجھنے سے قاصر ہیں تو براہ کرم انگریزی زبان سے واقف اپنے کسی دوست یا رشتہ دار سے کہئے کہ وہ آپ کی جانب سے آپ کے مقامی نیبر ہوڈ آفس یا ہاؤسنگ ٹیم سے رابطہ کریں۔ ہم پھر آپ سے ملاقات کرنے کیلئے ایک ترجمان زبان کا انتظام کر دیں گے۔

URDU

If you would like this information in Braille, large print or audio CD, please contact your local neighbourhood office or housing team.