

Additional papers 3



Executive Committee

Tue 29 Oct
2019
6.30 pm

Committee Room Two
Town Hall
Redditch

REDDITCH BOROUGH COUNCIL

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Executive

Committee

Tuesday, 29th October, 2019

6.30 pm

Committee Room 2 - Town Hall
Redditch

Agenda

Membership:

| | | |
|--------|------------------------------|----------------|
| Cllrs: | Matthew Dormer (Chair) | Julian Grubb |
| | David Thain (Vice- Chair) | Bill Hartnett |
| | Greg Chance | Mike Rouse |
| | Brandon Clayton | Craig Warhurst |

The attached documents were circulated at the meeting.

3. Leader's Announcements (Pages 1 - 2)

7. Tenancy Conditions and Tenancy Handbook - Outcome of Consultation (Pages 3 - 30)

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Executive Committee – 29th October 2019**Agenda Item 3 – Leader’s Announcements**

The following matters that were due to be considered at tonight’s meeting have been postponed and will now be considered later in the year:

- Domestic Abuse Policy
- Estates Management and Facilities Management Structure Proposals
- Fees and Charges 2020/21
- Leisure and Cultural Services Policy Statement
- Matchborough and Winyates District Centres – Procurement Process to Secure a Development Partner
- New Cemetery Provision
- Redditch Council Plan
- Residual Waste Minimisation Business Case
- Review of Customer Access and Financial Support Service
- Review of One Stop Shops
- Sanctions and Prosecutions Policy
- Service Delivery Options HRA Gas Maintenance
- Town Centre Regeneration
- Unit 17 / Business Centres Report

Item 5 on the agenda, Concessionary Rents Policy, has been withdrawn. As such there will be no discussion of this matter at the meeting of the Executive Committee this evening.

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Housing Tenancy Agreement and Conditions



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1 EXPLANATION OF TERMS USED

To help you understand the meaning of terms used in this agreement we set out below summary explanations. Our explanations are included to help you but are not intended to override statutory definitions so where there are statutory definitions of any terms then it is those statutory definitions which apply:

Contact Centre

Our telephone contact centre for housing repairs.

Domestic Violence and Abuse

Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse who are or have been intimate partners or family members regardless of gender or sexuality.

Emergency Services

The police, the fire service and the ambulance service.

Exchange

To swap tenancies with another person.

Fixtures and Fittings

All of the appliances and furnishings in the property .

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas to the boundary of the property.

Harassment Grounds

Harassment for any reason (including but not limited to) harassing someone on any of the following points:

- age
- disability
- gender reassignment
- marriage/civil partnership
- race
- religion or belief
- sex
- sexual orientation
- pregnancy

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 any of the harassment grounds or other prejudice or hate, which may involve violence.

Home

The house, bungalow, flat or maisonette in which you live.

Housing Officer

A member of staff from a Housing Team.

Improvements

In this Part “improvement” means any alteration in, or addition to, a dwelling-house, and includes—

- (a) any addition to or alteration in landlord’s fixtures and fittings,
- (b) any addition or alteration connected with the provision of services to the dwelling-house,
- (c) the erection of a wireless or television aerial, and
- (d) the carrying out of external decoration

Introductory Tenancy

An introductory tenancy lasts for 12 months only unless it is extended by us by a period of 6 months and then becomes secure unless you break the tenancy conditions and we end the tenancy.

Local Area

The whole of the estate in which the property is located including privately owned, privately rented 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.

Money Judgement Order

A court order that awards us a sum of money. eg unpaid rent to the claimant.

Neighbours

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

Notice of Possession Proceedings

A notice served on you by us in accordance with section 128 of the Housing Act 1996 that we will be asking the Court to end your introductory tenancy and make a possession order of the property

Notice to Quit

A notice served on you by us to end your tenancy at the end of the notice period.

Notice of Seeking Possession

A notice served on you by us in accordance with section 82 of the Housing Act 1985 that we will be asking the Court to end your secure tenancy and make a possession order of the property on one or more of the grounds listed in Schedule 2 to the Housing Act 1985.

No Collections Weeks

Your rent is calculated over 48 weeks in a year, leaving four weeks where your contractual rent is nil

Partner

A husband, wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner.

Possession Order

An order made by a court directing that possession of a property be given back to us.

Property

Your home including any fixtures and fittings and if your home is a house or bungalow, includes any garage, driveway, allocated parking space, outbuilding or garden let under this tenancy and used exclusively for your home but not including any shared areas.

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 of which the property forms part or areas outside the property 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, trailers and most other kinds of transport.

We, Us, Our

Redditch Borough Council and contractors acting on Redditch Borough 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 speak to your Housing Officer or obtain advice from a Solicitor or Citizens Advice Bureau.
- 2.3 Your council tenant neighbours have exactly the same rights and responsibilities as you (depending on whether they are introductory tenants or secure tenants). Some of those responsibilities apply to you, your friends, relatives and any other person living in or visiting your property, including children. This will include the responsibility not to commit nuisance.
- 2.4 There are two kinds of tenancy we use:
 - i) introductory tenancy
 - ii) secure tenancy
- 2.5 This agreement is for both types of tenancy, it tells you which parts apply to each types 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:
 - i) 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.
 - ii) We built or adapted the property for a physically disabled person so it is substantially different from an un-adapted home and you no longer need that type of home and we need the property for someone else with specific needs.
 - iii) You have succeeded to the tenancy and the property is too large for your needs.
 - iv) We need to carry out redevelopment, improvements or major repairs to the property which we cannot do unless you move out.

NOTES

- a. We may also seek to repossess the property if you or someone else 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 and we will dispose of any items left in the property and recharge you.
- c. If you are a joint tenants you are jointly and severally liable for all liabilities and responsibilities remain while you are on the tenancy even if you have moved out eg: relationship breakdown, you should therefore notify us urgently if that is the case.
- d. If a notice to quit, notice of seeking possession or notice of possession proceedings is served on a joint tenancy this severs the entire tenancy. There is no automatic right for either tenant to become the sole tenant. Please contact your Housing Officer for advice.
- 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 end the tenancy of the property by serving a Notice to Quit on you.

- v) You stop using the property as your only or principal home.
- vi) There is any other reason under housing legislation, for example the Housing Act 1985, Housing Act 1996, Housing and Regeneration Act 2008, Localism Act 2011 or any future law which affects your right to live in the property.

INTRODUCTORY TENANTS ONLY

- a. Unless you are transferring from a secure tenancy or an assured (non-shorthold) tenancy of a private registered provider of social housing or 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 do not take action against you and we do not serve a Notice of Possession Proceedings, 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 the property
 - vote for a change to a new landlord
 - sub-let your property
 - make a structural change to the property
 - apply to mutually exchange your property
 - take in a lodger
 - assign the whole or any part of the property except in the circumstances permitted by section 134 of the Housing Act 1996
- 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 Housing team for more information.
- f. For more information you can also contact a Solicitor, or the Citizens Advice Bureau

YOUR TENANCY AGREEMENT

Address of Property:

Redditch, Worcestershire, Post Code

Description of property:

Type:..... No. Bedrooms:.....

| <u>Rent Charges</u> | |
|------------------------------|----------|
| Rent | £ |
| Service Charges | £ |
| Heating Charges | £ |
| Support Charges | £ |
| TOTAL WEEKLY RENT DUE | £ |

The date the tenancy starts from:

Tenancy Period – Weekly/Monthly (date of signing agreement)

The date your rent starts from:.....

It is an introductory/secure tenancy (delete as appropriate)

The earliest date your introductory tenancy will become secure

(12 months after the date the tenancy starts)

This is a legal contract. It describes the rights and responsibilities of Redditch Borough Council and you the tenant(s). Please read it carefully before you sign the agreement.

Tenant (s) full name:

Tenant (s) signature:

1. 1.

2. 2.

Photo ID:

Signed on behalf of the Redditch Borough Council:

.....

Name:

3 OUR RESPONSIBILITIES

- 3.1 We will consult tenants about significant changes to the management and maintenance services. There are a variety of ways that you can become involved.
- 3.2 We will keep the structure and exterior of your home (including drains, gutters and external pipes) in repair.
- 3.3 We will keep 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) in repair and working order.
- 3.4 We will keep the installations in your home for space heating and heating water in repair and working order.
- 3.5 We will keep any step or path that is an essential means of access to your home, in repair.
- 3.6 We will keep any boundary fence or wall we have provided in repair. We may repair these items as part of a programme of planned repair work. We may remove broken fences or walls that we have provided rather than repair them.
- 3.7 We will keep any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property in repair, as long as it is economical for us to do so. We may remove these structures, when, in our view, they are beyond economic repair.
- 3.8 In flats and maisonettes, we will keep all entrances, hall, stairways, lifts, rubbish chutes, lighting and other parts for common use in repair.
- 3.9 We will remove associated rubbish and

building materials from your property after repair work has finished at the property.

- 3.10 We will give help and advice if you tell us you are the victim of antisocial behaviour.
- 3.11 We may under our duty of care take action without your consent to protect you or the member of your household from antisocial behaviour, hate crime or domestic violence and abuse.

NOTES

- 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 of our Offices.
 - contact your local Councillor
 - Contact Housing Ombudsman. 0300 111 3000
 - obtain advice from a Solicitor, or The Citizens Advice Bureau
- b. You must keep in repair any garage, shed, outbuilding or additional fencing you have had permission to erect.
- 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.
- d. In certain circumstances you may be entitled to assistance from us to help you to meet your tenancy obligations. Please contact your Housing team for advice.
- e. You must not obstruct any common areas and must not leave any materials (including those which not meet fire safety standards). If you breach this obligation we will remove the items and recharge you.
- f. We have no responsibility to install or extend or improve existing, ventilation, heating, insulation, internal plasterwork, electrical appliances

4 YOUR RIGHTS (NOTE INTRODUCTORY TENANT EXCEPTIONS)

To help you understand what rights you have under this agreement, we have where applicable summarised your statutory rights in italics. Where words are set out in italics to help you, they are not intended to override your statutory rights and do not form part of the terms and conditions of this agreement for legal purposes.

- 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 circumstances at section 2 apply, we may apply to the courts to end your tenancy.
- 4.3 On your death your tenancy may be passed to someone else by succession, in the circumstances permitted by sections 86A, 88 and 89 of the Housing Act 1985. *This means that your spouse or partner may have a statutory right for the tenancy to be passed to them when you die. The property must be their principal 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 it is unlikely there is any further right of succession.*
- 4.4 If your tenancy is passed on and the property is larger than required, or has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask the tenants to move to another suitable property. We will take steps to find alternative accommodation. However, if your successors 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 sign your tenancy over.*
- 4.6 You have the right to have repairs carried out to your home in the circumstances permitted by section 96 of the Housing Act 1985. *This means that 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.*

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 property
 - vote for a change to a new landlord
 - sub-let your property
 - make a structural change to the property
 - apply to mutually exchange your property
 - take in a lodger
 - assign the whole or any part of the property except in the circumstances permitted by section 134 of the Housing Act 1996, which are where:
 - you are required to do so by a court order; or
 - the assignment is to a person who would be qualified to succeed to the tenancy if you died immediately before the assignment.
- 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 Housing team for more information.

contractor to do the work. If this repairs contractor fails to do the work, you may be entitled to compensation.

- 4.7 Secure tenants have the right to make improvements to the property only in the circumstances permitted by section 97 to 99 of the Housing Act 1985. *This means that you can carry out certain improvements to your property. You must obtain our written permission before you start making any changes.*
- 4.8 You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985.
- 4.9 You have the right to be consulted by us on matters of housing management in the circumstances permitted by section 105 of the Housing Act 1985. *This means that you have the right to be consulted about any substantial proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer our homes, or changes to do with services. This does not apply to rents, charges or service charges levied by us.*
- 4.10 You have the right to information about your tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985.
- 4.11 You have the right to have information about you kept safely and you also 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.
- 4.12 You have the right to end your tenancy; you must give us four weeks written notice.

Data Protection

- 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. Our privacy statements will be provided to you when you sign for your tenancy and are available on the our website. Paper copies are also available on request at any of our Offices.
- 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.
- 5.2 You must pay your rent weekly, or at any other interval to which we agree.
- 5.3 During any no collection week, 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.
- 5.4 If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges. This means that, if the other joint tenants do not pay, you must pay all the rent and other charges.
- 5.5 You are responsible for all rent and other costs, such as court costs and rechargeable repairs that are owed, including any historical debts to us.
- 5.6 If you are on a low income or not working, you are responsible for applying for benefits to cover your housing costs, eg. universal credit or housing benefit.
- 5.7 You are responsible for telling us about a benefit application otherwise we will follow arrears recovery procedures which could result in court action, you will be responsible for paying the fees.
- 5.8 If you are using benefits as a means to pay your rent you are responsible for paying any amount which is not paid in full or doesn't cover your rent or other charges.
- 5.9 It is also your responsibility to notify the Department Works and Pensions (DWP) or the Housing Benefit Department of any change in your rent to include the one at the beginning of each financial year.
- 5.10 If you fall into arrears with your rent or other charges it is your responsibility to contact us immediately to make arrangements to bring your account back in line.
- 5.11 You must make and keep to an arrangement to pay other costs such as rechargeable repairs, court costs and recoverable housing benefit.
- 5.12 If you owe us money for rent or other charges when you leave the property, you must make arrangements to pay the debt and provide us with your new address

NOTES

- a. Joint tenants are responsible for rent payments and other charges even if they have left the property, whilst still a joint tenant.
- b. Some tenants pay for extra services with their rent, for example, heating or caretaking. We will tell you if this applies to you.
- c. We encourage payments by direct debit and standing order; no collection weeks will be taken account of in your calculated payments.
- d. If you are in arrears and want to pay by direct debit we reserve the right to adjust your direct debit to collect in no collection weeks.
- e. If you need some help applying for benefit to cover your housing costs, you should contact a Housing Benefit advisor, your Housing Officer or Citizens Advice
- f. At the beginning of April your rent will normally change, we will give you 28 days' written notice of the changes.
- g. If you have difficulty paying your rent, please contact your Housing Officer without delay.
- h. We take the failure to pay rent very seriously and unless an agreement is reached will take legal action in court against you which could result in you being evicted.
- i. We will also obtain a money judgement order against you to cover the costs.
- j. If you are in arrears with your rent, this will affect your prospects for a transfer and a mutual exchange.
- k. If you are evicted for rent arrears we are not automatically obliged to rehouse you. It may also affect your ability to be housed by another landlord.

emotional) towards anyone living in the property.

vii) Intentionally damage property

6 Anti-Social Behaviour

6.1 Anti-social behaviour (ASB) covers a wide range of unacceptable activity that causes harm to an individual, to the community or to the environment. This could be any action that leaves someone feeling alarmed, harassed or distressed. It also includes fear of crime or concern for public safety, public disorder or public nuisance.

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

- i) 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.
- ii) Do anything which interferes with the peace, comfort or convenience of other people living in the local area.
- iii) Harass anyone in the local area, for example, on any the harassment grounds. 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 harassment grounds. You must not encourage anyone else to be involved in such behaviour on your behalf or for your benefit.
- iv) Harass, or threaten to harass, or use violence towards anyone in the local area.
- v) Harass, or threaten to harass, or use violence towards our employees, councillors, anyone contracted to do work for us.
- vi) Use threatening behaviour, domestic violence and abuse (including but not restricted to physical, psychological, sexual, financial or

NOTES

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 property (including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas) or in 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 to evict you or take other legal action available to us.

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 are found to be the perpetrator of domestic violence and abuse we will take action which could result in you losing your property.

d. If you intentionally damage our property, we will recharge you for repairing the damage or take legal action against your tenancy.

e. If you are evicted for anti-social behaviour we will not necessarily provide you with another property and it may affect your prospects of being housed by another landlord.

f. If you report antisocial behaviour, we will provide support to you throughout the period of any investigation. This includes referral to victim/witness support services as appropriate.

We may not be able to resolve all of your concerns but we will work with other agencies and provide advice about other

What is antisocial behaviour?

Listed below are examples of behaviour we consider antisocial:

- 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 violence and 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.
- Breaching 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.
- Abandoning vehicles – including cars, vans, trailers and caravans
- Excessive noise from vehicles

The list below is considered 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, housework or mowing lawns 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.

NOTES Data protection

- a. We are committed to making the community that you live in safer for you and your family.
- b. 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.
- c. 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.
- d. Any exchange of information will comply with the provisions of data protection legislation.

7 REPAIRS & MAINTENANCE

Your Responsibilities

7.1 You are responsible for keeping the property in a good and clean condition and to decorate inside your home as often as is necessary to keep it in a reasonable decorative order..

7.2 You are responsible for any alterations or home improvements you make.

7.3 You are responsible for keeping your garden tidy and in good condition

7.4 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.)

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

- i) door handles and latches
- ii) sealant around basins, baths, showers and kitchen work surfaces
- iii) cylinder jackets where the hot water tank is not pre-insulated
- iv) toilet chains/handles
- v) drawer handles
- vi) door numbers and letter plates
- vii) glazed tiles around the bath, basin, shower and sink
- viii) curtain battens
- ix) Fuses, bulbs and batteries

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

- i) cupboard catches and handles
- ii) keys to door and window locks
- iii) plugs and chains to sinks, basins and baths
- iv) TV aerials (see note e.)
- v) surface damage to internal plasterwork
- vi) pelmets, curtain and picture rails

vii) gate and shed latches, bolts and catches

viii) lagging and other insulation material

ix) broken or cracked

7.7 You are responsible for carrying out the following activities:

- i) bleeding radiators
- ii) cleaning and removing limescale from baths, sinks, basins and showerheads
- iii) lubricating hinges and locks
- iv) adjusting doors when you have new carpets fitted.
- v) Mould on windows and tiles

NOTES

- a. If we carry out any urgent repairs that are your responsibility, we will charge you a reasonable cost, including administration costs.
- b. We will recharge you for any repairs that we consider to be your responsibility if you ask us to fix them. We may apply our discretion when a Crime number is provided
- c. 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.
- d. Please see our Housing Recharge Policy for further information on repairs we will recharge you for.
- e. 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.
- f. 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.
- g. We will maintain communal TV aerials in flats and maisonettes.
- h. If you have circumstances which make it difficult for you to carry out any repairs for which you are responsible, please contact you're the Repairs team.
- i. We may be able to do the repair and charge you a reasonable cost, or advise you of a voluntary i. in relation to moisture building

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. We will recharge you if you ask us to carry out a lock change.

- 7.8 You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage.
- 7.9 You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible because you have provided it yourself.
- 7.10 You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property.
- 7.11 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 them and damage is caused we may recover any costs that we incur.
- 7.12 You are responsible for ensuring that any energy efficiency saving mechanisms such as loft insulation is not tampered with.
- 7.13 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.
- 7.14 If you have an open fire, you must sweep and keep clean and clear chimneys and fireplaces.
- 7.15 You are responsible for any step, path or paving that is not an essential means of access to your property.
- 7.16 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.

NOTES

- i. 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
- j. 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 Repairs Contact Centre.
- k. 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 Housing Office.
- l. Gas appliances must be installed by a registered gas fitter. Ask your Repairs team for advice.
- m. We advise you to insure the contents of your property. Ask your Housing Officer for advice on our insurance scheme for tenants
- 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 our written permission.
- o. Please do not put anything down your sinks, toilets or drains that are likely to cause blockages. Eg, cooking fat/ wet wipes – You will be recharged a reasonable cost for any work we undertake if we find that your actions caused the blockage.

- 7.17 You are responsible for repairing or maintaining any battery operated smoke detectors that we have installed.

Telling us about repairs

- 7.18 You must contact us as soon as you are aware of a problem and not delay.
- 7.19 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 You must make us aware of any materials that may be hazardous to health, such as damaged asbestos, or any broken electrical equipment we own and are responsible for maintaining.
- 7.21 You must be at the property at your appointment time if we need you to provide access.

- p. Damage to neighbouring properties may also be deemed your responsibility depending on the circumstances eg: water from a flat above due to a leaking washing machine
- q. 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.
- r. You must not remove or disconnect any mains-operated smoke detector that we have installed and it will be maintained by us.
- s. If we carry out the work in either of the cases described in 7.18 and 7.19 we will charge you the costs of the extra work incurred.
- t. You must contact us as soon as you are aware of a repair for which we are responsible for.

NOTES

- a. 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
- b. 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)
- c. If you do not contact us about possible disrepair, we will not accept that you have given us an appropriate notice for us to visit and carry out the work needed.
- d. If you cannot keep your appointment for any reason please contact us.

FURTHER INFORMATION

- a. For our workforce and contractor's health and safety we ask that you refrain from smoking immediately before and whilst your repair is being carried out.
- b. Whilst our workforce or contractor is carrying out repairs in most circumstances we ask that you ensure that there is always an adult present for the duration of the repair.
- c. When we do need the property to be vacant to complete some repairs e.g. Asbestos removal, we will notify you beforehand.
- d. 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 Repairs Contact Centre, or the Citizens Advice Bureau for more information.

Access for the purpose of inspection and repair

- 7.22 You must allow us access for any repairs or improvements that we deem to be essential. If you refuse access then we will seek a Court order instructing you to give access. You must comply with this order; if you don't it may result in possession action for breach of tenancy which could result in eviction.
- 7.23 You must allow us access for specific services such as gas servicing, electrical testing or alarm equipment we have provided. If you refuse to allow us access to carry out what we consider to be essential repairs we will use enforcement action against you to gain entry.
- 7.24 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.
- 7.25 You must take steps to store or protect your possessions while repair work is being done.
- 7.26 You must make sure that when we come to work in your property or garden it is clean and free of any human or animal bio hazards or chemicals that could harm an employee. Work may not be done if it is considered to be a hazardous environment for us to work in and we may charge you a call out fee.
- 7.27 You must make sure you notify us in writing if something is damaged as a result of our repairs within 28 days from the time it was damaged or when you first became aware it was damaged.

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 give advance notice whenever possible; if you delay giving us access we may recharge you for any associated costs.
- c. If we visit you and you are out, will leave a card to say we have been.
- d. 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.
- e. 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 Repairs Contact Centre for confirmation.
- f. We recommend that you insure valuable items against accidental damage.
- g. We may not accept liability for any alleged losses if you do not notify us as specified.

Provision of temporary alternative accommodation during major works

- 7.28 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. We may provide alternative temporary accommodation if required.
- 7.29 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 alternative arrangements yourself

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. 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 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. Where we must undertake repairs and you won't accept our offer of alternative accommodation then we will take enforcement proceedings against you.

8 KEEPING CLEAN AND TIDY

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

- 8.1 Take reasonable steps to keep the property, garden and communal areas free from rats, mice and other pests. (See note a. on this page)
- 8.2 Keep the property, garden and communal areas clean and free from rubbish and/or excessive amounts of goods to include pet faeces. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish, we may also take you to court for breach of your tenancy conditions.
- 8.3 For your safety do not leave any personal belongings or rubbish in shared stairways, halls and landings, drying rooms and bin stores. These items are a potential fire hazard and may obstruct your safe access in the event of a fire. We will remove anything you leave in these areas and charge you for the work. (See note b.)
- 8.4 Keep the property, garden and communal areas free from unpleasant smells. (See note c. on this page)
- 8.5 Keep all shared areas free from obstructions.
- 8.6 Telephone the Repairs Contact Centre immediately if the drains of the property become blocked and cannot be unblocked. (See note d.)
- 8.7 Dispose of household rubbish in the appropriate way, for example using the refuse chute in flats, placing rubbish in communal refuse bins, wheelie bins and leaving it outside your property on the correct day for the refuse collectors. (See note e.)
- 8.8 Not dump rubbish or fly tip in the shared areas or in the local area.

NOTES

- a. You must tell Worcester Regulatory Services (pest control) and your Housing team immediately if your home becomes infested with rats. They will also give advice and guidance on other pests. Please see useful contacts page
- b. If we move items, we will not be responsible for any loss you may suffer.
- c. Unpleasant 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 or wet wipes down the toilet, we will charge you a reasonable cost for the work.
- e. Our Environmental Services team can provide you with advice on where to put your weekly refuse and how to dispose of bulky items.

9 HEALTH AND SAFETY

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 Use portable oil (except oil-filled radiators), paraffin, gas cylinder heaters or solid fuel heaters (log burners) in flats.
- 9.2 Store inflammable materials or gas in the property, garage, or the garden.
- 9.3 Store or repair any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- 9.4 Store any appliances which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmer's.
- 9.5 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.
- 9.6 Interfere with any gas or electric supplies
- 9.7 Damage or overload lifts.
- 9.8 Do anything in the property which could cause a danger to anyone in the property or in the local area. (See note e & f.)
- 9.9 Throw anything through the windows of the property or from balconies.
- 9.10 Smoke in the internal shared areas of any building or allow other members of your household or visitors to your property to do so.
- 9.11 Smoke in your property when we visit you.
- 9.12 Block, obstruct, create or leave any hazard on any landing, corridor, stairwell, lift, chute room, fire escape, pathway or any other communal area. (to include bikes, mobility scooters and pushchairs).
- 9.13 Wedge open any fire or security door
- 9.14 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 h.)
- 9.15 Let anyone you don't know into the shared areas, for example, in blocks where there are external locked doors.
- 9.16 Place anything on a window ledge or balcony

NOTES

- a. If you wish to use a portable oil (except oil-filled radiators), paraffin, gas cylinder heaters or solid fuel heaters (log burners) you must obtain our written permission first.
- b. We advise you to fit a smoke alarm if there isn't one fitted in the property and to check it regularly and replace the batteries when necessary. The Fire Service will offer further help and advice on fire safety.
- c. If you have a powered mobility vehicle, you wish to store in a communal area, please contact your Housing Officer 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. It is advisable not to store items in the loft space; most lofts contain asbestos which may get disturbed when storing items, which may also get contaminated. We will not take responsibility for the cost of damaged items.
- g. Please contact Worcestershire County Council 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.
- i. Tenants with shared access should follow the Fire Information provided.

which could be a danger to anyone living in the property or in the local area.

- 9.17 Shake mats or carpets from the windows or balconies.
- 9.18 Feed wild pigeons or squirrels outside the property or on balconies.
- 9.19 Have barbeque's inside your property, on balconies or in shared areas (to include gardens).
- 9.20 You must advise us if the gas or electricity meters have been removed or tampered with by anyone.

10 PETS & ANIMALS

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

- 10.1 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.
- 10.2 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.
- 10.3 Keep more than a reasonable number of pets.
- 10.4 Breed any animals or birds at the property causing a nuisance to neighbours and a risk to health.
- 10.5 Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our employees. Animals must be kept under proper control at all times.
- 10.9 Allow your property, garden or communal areas to become contaminated with animal excrement. You, your friends and relatives and any other persons living in or visiting your property (including children) must:
- 10.10 Obtain our written permission to use your property or garden to breed animals.
- 10.11 Be responsible for providing and maintain any fencing specifically required

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 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

11 GARDENS

- 11.1 You must keep all garden areas for which you are responsible neat and tidy and free from rubbish.
- 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. We may take legal action against you if you fail to do so.
- 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 gardens or communal land.
- 11.5 You must not put a large greenhouse, shed or outbuilding in your garden without obtaining our written permission first. (See note a.)
- 11.6 You must not remove, alter, replace or plant any boundary hedge or fence at the property without obtaining our written permission first.
- 11.7 You must not plant, shrubs, plants, or trees that are likely to cause a nuisance to neighbours, or damage property.
- 11.8 If you become aware of any shrubs, plants or tree's that are likely to or are causing damage to property then please report it immediately to the Repairs Contact Centre.
- 11.9 If plants or trees do cause a nuisance, including overhanging neighbouring property, you must prune or remove them as necessary.
- 11.10 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.
- 11.11 You must not pour hazardous substances, including oil and chemicals, down ordinary drains.
- 11.12 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/damaged 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.

12 VEHICLES & PARKING

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

- 12.1 Build a parking space, garage or drive without our written permission.
- 12.2 Park any van (under 5.5 metres long), motor car, motor cycle or moped anywhere at the property and or in the local area other than where it is roadworthy taxed and insured and provided it is parked:
- In any private garage granted as part of the property (if any)
 - Any designated parking space (where these exist) that we have given you specific or implied consent to use; or
 - In any shared car park (where these exist).
- 12.3 Park any van, (over 5.5 metres long) motor home, caravan, boat, trailer lorry or similar vehicle at the property or in the local area without first getting our written permission.
- 12.4 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.
- 12.5 Cause nuisance to neighbours or damage to pathways, drives and parking spaces through leakages or spillages, for example oil spillage when repairing your vehicle.
- 12.6 Park any vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of flats.
- 12.7 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.
- 12.8 Store or repair motorbikes inside your property or in the shared areas.
- 12.9 Sell, rent or give away a parking space which we provide for you.
- 12.10 Double park vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 12.11 Allow anyone other than your family, visitors and friends, to park at your property.
- 12.12 Put up any signs reserving car parking spaces near your property.

NOTES

- a. Parking on our estates in certain areas can be in short supply and is made available on a first come first served basis. Officers are unable to get involved in parking disputes but will where ever possible help to resolve problems.
- b. Worcestershire? County Council provides a vehicle access scheme known as a dropped kerb scheme; to construct access for parking on your property. There are certain conditions you must meet to include having written permission from us to agree that you can park a vehicle on your property.
- c. 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.
- d. We will not be responsible for damage to your vehicle if we have to remove it.
- e. You are permitted to store a battery operated mobility scooter in your home.
- f. There are no reserved spaces other than disabled parking bays.
- g. We have a disabled parking scheme for people with disabilities, for those that are eligible a space will be marked for them, however, they are unenforceable and residents are asked to be respectful towards those that have been designated a space.
- h. Any vehicles parked on our land to include parking bays must be roadworthy, have an MOT taxed and insured

13 USE OF YOUR 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 dwellinghouse.
- 13.2 You must obtain our written permission before you run a business from the property.
- 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.
- 13.5 You must take reasonable steps to prevent noise transferring from your property 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.
- b. Once you have our permission 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. You cannot use wheelie bins for any waste disposal relating to a business you are running.
- e. If you leave your home without telling us, we may consider the property as abandoned and take steps to end your tenancy and regain possession of the property.

14 ENDING YOUR TENANCY

When you move out of the property, you must:

- 14.1 Give us four weeks written notice that you want to leave the property.
- 14.2 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 (normally a Monday). 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.
- 14.3 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired.
- 14.4 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 14.5 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you leave anything behind we will charge you for the disposal
- 14.6 Leave the property and garden in a clean and tidy state. If you do not, we will charge you for cleaning up after you.
- 14.7 Provide us with a forwarding address
- 14.8 If you remove any improvements, fixtures, fittings you installed, you must put the property back to the way it was before you installed them. If you do not, we will charge you for putting it right.
- 14.9 Allow us access to inspect your property during the notice period.
- 14.10 Ensure you remove and carry out any work that we have asked you to do, this may include the removal of any major improvements eg: conservatories or outbuildings eg: garages or sheds you have had permission for. If you do not we will recharge you the cost of removal.

NOTES

- a. When a sole tenant dies, we will allow extra time to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. Further advice is available from your Housing Officer.
- b. We will charge you the reasonable cost of all repairs to include replacement keys for which you are responsible and repairs that are needed because you abandoned the property.
- c. We will take steps to evict anyone else who you have left at the property.
- d. If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. You may not have an automatic right to continue living in the property or to an alternative property.
- e. 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
- f. We will take reasonable steps to contact you regarding items left at the property

14 WRITTEN PERMISSION

14.1 You must obtain our written permission before you:

- i) Carry out improvements or alterations to the property.
- ii) Build a garage in the garden
- iii) Park a car, motorcycle, caravan or trailer in the garden
- iv) Install a drop kerb
- v) Put up or change a wall or fence
- vi) Cut down or remove any trees, or plant any trees or shrubs, for example leylandii, that could damage the property or a neighbouring property
- vii) Put a greenhouse, shed or outbuilding (over six square feet) in the garden.
- viii) Put a greenhouse, shed or outbuilding in a shared garden.
- ix) Put in a water meter.
- x) 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.
- xi) Fit an aerial, satellite dish or receiving antennae other than a conventional television aerial.
- xii) Fit CCTV cameras or security systems.
- xiii) Lay underground cables.
- xiv) Fit a camera or any other type of surveillance equipment.
- xv) Run a business from property.
- xvi) Use a portable oil, paraffin, gas cylinder heater or solid fuel heater (log burner).
- xvii) Build a parking space or drive.
- xviii) Remove, alter, or replace any boundary walls, hedges or fences.
- xix) Sub-let any part of the property.
- xx) Exchange or transfer your property.
- xxi) Build a pigeon loft or aviary.
- xxii) Install a gas supply to a property that did not have a gas supply at the start of the tenancy
- xxiii) Install any gas appliance other than a cooker, refrigerator, tumble dryer or washing machine.

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