



# Housing Tenancy Agreement and Conditions

**REDDITCH** BOROUGH COUNCIL

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difference*

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# 1 DEFINITIONS

## **Anti-Social Behaviour Order**

A legal order given by the court to prevent anti-social behaviour

## **Contact Centre**

Redditch Borough Council's telephone contact centre for housing repairs.

## **Domestic Abuse**

Threatening or violent behaviour; psychological, physical, sexual, financial or emotional abuse or coercive and controlling behaviour between people who are or have been intimate partners or are 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.

## **Garden**

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

## **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.

## **Injunction**

A court order by which an individual is required to perform, or is restrained from performing, a particular act.

## **Housing Officer**

A member of staff from a Housing Team.

## **Improvements**

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).

## **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.

## **Neighbours**

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

## **Money Judgement Order**

a court **order** that awards the Council a sum of **money**.eg unpaid rent

## **Partner**

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

## **Possession Order**

An order made by a court directing that possession of a property be given to the council

## **Property**

The property in which you live, including any garden, 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 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. 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 two kinds of tenancy the Council uses:
- 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 or grant an injunction. We may apply for an Antisocial Behaviour Order against you.
  - ii) 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.
  - 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.
  - v) You stop using the property as you 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 requires us to become involved.

### 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 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 mutually exchange your home.
- 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

- 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.

## NOTES

- 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 and we will dispose of any items left in the property and recharge you.
- 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. If you are a joint tenants you are jointly and individually responsible 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.
- e. If a notice of termination 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.
- f. 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.

# YOUR TENANCY AGREEMENT

Address of Property: .....  
Redditch, Worcestershire, Post Code .....

Description of property:  
Type:..... No. Bedrooms:.....

Weekly Rent Charges	
Weekly Net rent	£
Service Charges	£
Heating Charges	£
Support Charges	£
<b>TOTAL WEEKLY RENT DUE</b>	<b>£</b>

The date the weekly tenancy starts from: .....  
(date of signing agreement)

The date your weekly rent starts from: .....  
(first Monday of signing agreement)

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 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 in consultation and monitoring services, depending on how much time you have to spare, for example, becoming involved or setting up tenants/resident groups, completing surveys, correspondence by email, estate inspections, mystery shopping and tenant inspectors..
- 3.2 We will keep in repair the structure and exterior of your home (including drains, gutters and external pipes) in good 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 good repair and working order.
- 3.4 We will keep the installations in your home for space heating and heating water in good repair and working order.
- 3.5 We will keep any step or path that is an essential means of access to your property, in good repair.
- 3.6 We will keep any boundary fence or wall we have provided in repair. 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 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 good repair, as long as it is economical for us 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 marionettes, we will keep all entrances, hall, stairways, lifts, rubbish chutes, lighting and other parts for common use in good repair.
- 3.9 We will keep common areas free of obstruction and items made from materials that do not meet fire safety standards. (see note e).
- 3.10 We will remove associated rubbish and building materials from your property after repair work has finished.

### 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 Council Office.
  - 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. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact your housing officer, a solicitor or Citizens Advice Bureau for more information.
- 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. It is also your responsibility to ensure that common areas are kept free of any obstructions to include materials not meeting fire safety standards. If they do not we will remove the items and recharge you.

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 Repairs for further information).

3.13 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 Anti-Social Behaviour for further information).

3.14 We may, under our duty of care, take action without your consent to protect you or members of your household from antisocial behaviour, hate crime 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 circumstances at section 2 apply, we may apply to the courts to end your tenancy.
- 4.3 You're spouse or partner may have a statutory right for the tenancy to be passed to them when you die, they will need to have 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 there is no further right of succession for anyone living in the property.
- 4.4 If your tenancy is passed on 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.
- 4.6 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. You should also make sure that you have no debts left on any utilities pre-payment meter. Please contact your Housing team for further 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 contractor to do the work. If this repairs contractor fails to do the work, you may be entitled to compensation.

### **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 mutually 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 Housing team for more information.
- c. For more information you can also contact a Solicitor, or Citizens Advice Bureau

### **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 Redditch Borough 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 for example if you have possession order against you.**

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.

- 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.

**Data protection**

- 4.11 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.

## NOTES

- 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 Councils website. Paper copies are also available on request at any Council Office.
- 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 YOUR 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 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 pay your arrears by direct debit we reserve the right to adjust your direct debit to collect this same payment during each of the no collection weeks payment holidays.
- 5.5 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.
- 5.6 If housing benefit is paid directly to us to pay part or all of your rent, you must tell the Housing Benefit Service and your Housing Officer immediately of any changes which may affect your entitlement.
- 5.7 If you put your tenancy at risk due to non-payment of rent we may refer you for specialist debt and welfare benefits advice
- 5.8 You are also responsible for all rent and other costs, such as court costs and rechargeable repairs that are owed to include from the past. If you were a joint tenant, you will still be responsible, even after the other tenants have left the property.
- 5.9 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 direct deduction from your entitlement to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly using another payment method.

### NOTES

- a. Joint tenants are responsible for rent payments and other charges even if they have left the property. It is in your interest if you no longer live at the property to end your liability. Please contact your housing officer.
- 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. If you pay your rent by direct debit or standing order no collection weeks will be taken account of in your calculated payments.
- d. 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 or need some help, you can call into the Town Hall and see a Housing Benefit advisor, contact your Housing Officer or Citizens Advice Bureau.
- e. If you have difficulty paying your rent, please contact your housing officer without delay
- f. We will give you 28 days notice of any change in rent.
- g. If you are in receipt of Universal Credit it is your responsibility to notify the Department Works and Pensions (DWP) of any change in rent to include the one at the beginning of each financial year.
- h. A Money Judgement Order may affect your ability to obtain credit in the future.
- i. 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.
- j. If you are in arrears with your rent, this will also affect your prospects for a transfer.
- k. If you have rent arrears and would like to move home, your Housing officer will discuss paying your rent arrears with you. Consent to an exchange will usually be subject to a condition requiring you to repay any outstanding rent.

- 5.10 We may change your rent and/or service charges at any time. We will write to 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.
- 5.11 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.
- 5.12 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.
- 5.13 If you do not keep to an arrangement we may take legal action and/or refer debts to a debt collection agency.
- 5.14 You must make and keep to an arrangement to repay other costs such as rechargeable repairs, court costs, recoverable housing benefit and support charges.
- 5.15 We may deduct any money you owe the Housing Service from any money that is owed to you by the council.
- 5.16 If you have rent arrears, this will affect your eligibility to receive an offer of alternative accommodation.
- 5.17 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 addresses. You may not be able to have another council home until you do and may also affect your prospects to be rehoused by another landlord.

## 6 ANTISOCIAL 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, 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, or gender identity 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.
- iiii) Harass, or threaten to harass, or use violence towards anyone in the local area.
- iiiii) Harass, or threaten to harass, or use violence towards our employees, councillors, anyone contracted to do work for the council.

### 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 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, we will provide support to you throughout the period of any investigation. This includes referral to victim/witness support services as appropriate.

## NOTES

- d. 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.
- e. 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.

- v) 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.
  - vi) Intentionally damage property. If you intentionally damage the council's property, we will recharge you for repairing the damage or take legal action against your tenancy.
- 6.3 If you, your family or visitors behave antisocially we will take action to stop you. This may include serving you with a Community Protection Notice, a Notice seeking possession of your property, 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.
- 6.4 If you are found to be the perpetrator of domestic abuse we will take action which could result in you losing your home.
- 6.5 We will not provide you with another home if you are evicted because of antisocial behaviour. This may also affect your prospect of being rehoused by another landlord.

## What is antisocial behaviour?

Listed below are examples of behaviour the council considers 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 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

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 & MAINTENANCE

## You're Responsibilities

- 7.1 You are responsible for keeping your home in a good condition and doing necessary repairs. You are responsible for any alterations of home improvements you make. You are responsible for keeping your garden tidy and in good condition
- 7.2 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.)
- 7.3 The following items will be provided at the start of your tenancy. After that it is your responsibility to repair or replace them:
- 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
- 7.4 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 glass in any internal door or window. (see note d.)
- 7.5 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.

## 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.
- f. Please see the Council's Housing Recharge Policy for further information on what repairs we will recharge you for.
- g. 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.
- h. 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

- 7.6 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
- 7.7 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. Please refer to the Tenants Handbook or contact the Repairs team for further information.
- 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. Please refer to the Tenants Handbook or contact the Repairs team for further information.
- 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 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.)*

## 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 at your Repairs team for advice.
- m. We advise you to insure the contents of your home. Ask your Housing Officer for advice on our insurance scheme for tenants

- 7.12 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.
- 7.13 If you have an open fire, you must sweep and keep clean and clear chimneys and fireplaces.
- 7.14 You are responsible for any step, path or paving that is not an essential means of access to your property.
- 7.15 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.
- 7.16 You are responsible for repairing or maintaining any battery operated smoke detectors that we have installed.
- 7.17 You are responsible for repairs which would have not been necessary if you had given us notice about another repair.
- 7.18 You are responsible for repairs which either would not have been necessary at all or would not have been extensive if you had given us notice earlier. (see note e.)

## NOTES

- 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. Permission will not be unreasonably withheld.
- p. Please do not put anything down you 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.
- q. 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
- r. 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.
- s. You must not remove or disconnect any mains-operated smoke detector that we have installed and it will be maintained by us.
- t. If we carry out the work in either of the cases described in 7.17 and 7.18 we will 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

## Telling us about repairs

- 7.19 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 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.
- 7.21 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.

## 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 Repairs 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 the Tenants Handbook.

## Carrying out repairs

- 7.22 When you report a repair for which we are responsible, we will arrange an appointment date and time.
- 7.23 If the repair appointment is not kept you should telephone the Repairs Contact Centre.

## NOTES

- a. You must be at home at your appointment time if we need you to provide access.
- b. If you can not keep your appointment for any reason please contact the Repairs Contact Centre.
- c. For our workforce and contractors health and safety we ask that you refrain from smoking immediately before and whilst your repair is being carried out. 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. When we do need the property to be vacant to complete some repairs eg 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

- 7.24 You must allow us access for any repairs the Council deem to be essential. If you refuse access then the Council 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.
- 7.25 We will give you advance notice whenever possible and 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.
- 7.26 You must allow us access for specific services such as gas servicing, electrical testing or alarm equipment we have provided.
- 7.27 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.
- 7.28 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.
- 7.29 If we visit your property and you are out, we will leave a card asking you to telephone the Repairs Contact Centre to make a new appointment.
- 7.30 You must take steps to store or protect your possessions while repair work is being done.
- 7.31 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)*
- 7.32 When we come to work in your property or garden it should be 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.

## 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 Repairs 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. We may not accept liability for any alleged losses if you do not notify us as specified.
- i. 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.

7.33 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.

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

7.35 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.

7.36 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.

#### **Provision of temporary alternative accommodation during major works**

7.37 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.

7.38 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**

- j. 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.
- k. 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.
- l. We will try to find temporary accommodation that is similar to your own but we cannot guarantee this.
- m. 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.

## 8 KEEPING CLEAN AND TIDY

- 8.1 You, your friends and relatives and any other person living in or visiting the property (including children) must:
- 8.2 Take reasonable steps to keep the property, garden and communal areas free from rats, mice and other pests.  
(See note a. on this page)
- 8.3 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.
- 8.4 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.)
- 8.5 Keep the property, garden and communal areas free from bad smells. (See note c. on this page)
- 8.6 Keep all shared areas free from obstructions.
- 8.7 Telephone the Repairs Contact Centre immediately if the drains of the property become blocked. (See note d.)
- 8.8 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 home on the correct day for the refuse collectors. (See note e.)
- 8.9 Not dump rubbish or fly tip.

### 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. 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 or wet wipes down the toilet, we will charge you a reasonable cost for the work.
- e. The Councils Environmental Services team can provide you with advice on where to put your weekly refuse and how to dispose of bulky items. For further information please go to the Councils website.

## 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**:
- 9.2 Use portable oil (except oil-filled radiators), paraffin or gas cylinder heaters in a flat.
- 9.3 Store inflammable materials or gas in the property, garage, or the garden.
- 9.4 Store or repair any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- 9.5 Store any appliances which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmer's.
- 9.6 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.
- 9.7 Interfere with any gas or electric supplies
- 9.8 Damage or overload lifts.
- 9.9 Do anything in the property which could cause a danger to anyone in the property or in the local area. (See note e.)
- 9.10 Throw anything through the windows of the property or from balconies.
- 9.11 Smoke in the internal common areas of any building or allow other members of your household or visitors to your property to do so.
- 9.12 Smoke in your home when we visit you. (See note f.)
- 9.13 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. (this includes mobility scooters please see section 9)
- 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 g.)
- 9.15 Let anyone you don't know into the shared areas, for example, in blocks where there are external locked doors.

### 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, for example, a mobility scooter which 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. We will not smoke in your home when we visit you.
- g. Please contact Worcester 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. For further information on Fire Safety please see Tenants Handbook
- j. Tenants with shared access should follow the Fire Information provided.

- 9.16 Place anything on a window ledge or balcony which could be a danger to anyone living in the property or in the local area.
- 9.17 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.
- 9.20 Park vehicles in areas set aside for emergency vehicles.
- 9.21 Delay telling the Repairs Contact Centre about any damage to the property.
- 9.22 You must advise us if the gas or electricity meters have been removed or tampered with by anyone.
- 9.23 Periodically you may be required to advise us of the energy supplier you have registered with for gas and/or electricity.

# 10 PETS & ANIMALS

- 10.1 You, your friends and relatives and any other person living in or visiting the property (including children) must **not**:
- 10.2 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.
- 10.3 Keep livestock at the property.
- 10.4 Keep any animal which we feel is unsuitable. Your housing officer will advise you on whether an animal is unsuitable. (see note a.)
- 10.5 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.
- 10.6 Keep more than a reasonable number of pets.
- 10.7 Breed any animals or birds at the property causing a nuisance to neighbours and a risk to health.
- 10.8 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.
- 10.9 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.
- 10.10 You, your friends and relatives and any other persons living in or visiting your property (including children) **must**:
- 10.11 Obtain our written permission to use your home or garden to breed animals.
- 10.12 Be responsible for providing and the future maintenance of any fencing specifically required to control your animal(s). (see note d.)

## 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 cost for doing this.
- d. We will not provide or maintain any fencing specifically required to control animals.
- 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.

# 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. 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 garden.
- 11.5 You must not put 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.)
- 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.
- 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 & PARKING

- 12.1 You, your friends and relatives and any other person living in or visiting the property (including children) must **not**:
- 12.2 Build a parking space, garage or drive without our written permission.
- 12.3 Park any motor home, caravan, boat, trailer at the property without 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, motor home, trailer, caravan or boat 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 e. on this page)
- 12.7 Park any vehicle on a grassed area.
- 12.8 Park any vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of flats.
- 12.9 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.
- 12.10 Store or repair motorbikes inside your property or in the shared areas.
- 12.11 Sell, rent or give away a parking space which we provide for you.
- 12.12 Double park vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 12.13 Allow anyone, other than your family, visitors and friends, to park at the property.
- 12.14 Put up any signs reserving car parking spaces near your property.

## NOTES

- a. Parking on our estates in certain area's 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. The 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 the Council to agree that you can park a vehicle on your property.  
  
To apply please contact the County Council or go to the website.
- c. Redditch Borough Council has a scheme to improve parking in year areas, you can get in touch with your Local Councilor to put requests forward and they will consider if it is practical and cost effective.
- d. 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.
- e. We will not be responsible for damage to your vehicle if we have to remove it.
- f. You are permitted to store a battery operated mobility scooter in your home.
- g. There are no reserved spaces other than disabled parking bays.
- h. The Council has 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.
- i. Any vehicles parked on Council land to include parking bays must be roadworthy, have an MOT taxed and insured

# 13 USE OF YOUR HOME

- 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.** You can not use wheelie bins for any waste disposal relating to a business you are running.
- f.** For further information and advice please contact your Housing officer.
- g.** 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 ENDING YOUR TENANCY

- 14.1 When you move out of the property, you must:
- 14.2 Give us four weeks written notice that you want to leave the property. You are responsible for the property until you give us the keys.
- 14.3 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.
- 14.4 We may also charge you to recover any costs we incur to change the locks and/or obtain replacement keys.
- 14.5 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired.
- 14.6 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 14.7 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you do we will charge you for having to dispose of them.
- 14.8 Leave the property and garden in a clean and tidy state. If you do not, we will charge you for cleaning up after you.
- 14.9 Provide us with a forwarding address and any future address.
- 14.10 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.
- 14.11 Allow us access to inspect your property during the notice period.
- 14.12 Ensure you remove and carry out any work that we have asked you, 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 charge you the cost of removal.

## NOTES

- a. If a sole tenant dies, we may allow an 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. If you leave your home without telling us, we will, consider the property as abandoned and take steps to end your tenancy and regain possession of the property.
- c. We will 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 will take steps to evict anyone else who you have left at the property.
- e. We will take reasonable steps to contact you regarding items left at the property.
- i. 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.
- j. You should tell us in writing if you will be away from your home for more than four consecutive weeks.
- k. 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.
- l. We will provide advice on ending your tenancy if you require it. Please contact your Housing Officer.

# 15 WRITTEN PERMISSION

15.1 You **must** obtain our written permission before you:

- i) Carry out alterations to the property.
- ii) Build a garage in the garden.
- iii) Put a greenhouse, shed or outbuilding (over six-square feet) in the garden.
- iv) Put a greenhouse, shed or outbuilding in a shared garden.
- v) Put in a water meter.
- vi) 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.
- vii) Fit an aerial, satellite dish or receiving antennae other than a conventional television aerial.
- viii) Fit CCTV cameras or security systems.
- ix) Lay underground cables.
- x) Fit a camera or any other type of surveillance equipment.
- xi) Run a business from home.
- xii) Use a portable oil, paraffin or gas cylinder heater.
- xiii) Build a parking space or drive.
- xiv) Remove, alter, or replace any boundary walls, hedges or fences.
- xv) Sub-let any part of the property. *(See note d.)*
- xvi) Exchange or transfer your home.
- xvii) Build a pigeon loft or aviary.
- xviii) Install a gas supply to a property that did not have a gas supply at the start of the tenancy
- xix) Install any gas appliance other than a cooker, refrigerator, tumble dryer or washing machine. *(see note e.)*
- xx) 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.

15.2 To apply for our written permission, please write to your Housing Officer.

## 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 written permission. You must not sub-let the whole of your home.
- e. Any gas related works must be carried out by a registered gas fitter. Failure to do so will mean that we will arrange for the appropriate gas checks to be carried out and charge you for this as well as any associated work

# 16 USEFUL CONTACTS

**General council enquiries:** 01527 64252

**Repairs and Maintenance:**  
Phone: 01527 534071

**Gas Safety Team:**  
Phone: 01527 548267 Email: [gas.inspections@redditchbc.gov.uk](mailto:gas.inspections@redditchbc.gov.uk)

**Out of hours phone numbers:**

**Domestic Abuse Support: 0800 980 3331**

**Homeless: 01527 67666**

**Repairs: 01527 67666**

**If you need the emergency services call 999**

Our Housing teams are in your neighbourhoods and can help with anything related to your council tenancy. Lines are open between 9am and 5pm Monday to Friday.

## **Housing Team Central**

Covering Abbeydale, Greenlands, Lakeside, Lodge Park, Mayfields, Smallwood, Southcrest, Town Centre, and Woodrow.

Phone: 01527 64252 ext 2131 Email: [locality.central@bromsgroveandredditch.gov.uk](mailto:locality.central@bromsgroveandredditch.gov.uk)

## **Housing Team West**

Covering Astwood Bank, Batchley. Crabbs Cross, Enfield, Feckenham, Headless Cross, Hunt End, Oakenshaw, Walkwood, Webheath

Phone 01527 64252 ext 2121 Email: [locality.west@bromsgroveandredditch.gov.uk](mailto:locality.west@bromsgroveandredditch.gov.uk)

## **Housing Team East**

Covering Church Hill North, Church Hill South, Matchborough, and Winyates.

Phone: 01527 64252 ext 2111 Email: [locality.east@bromsgroveandredditch.gov.uk](mailto:locality.east@bromsgroveandredditch.gov.uk)

## **Home Support Service**

Phone: 01527 548367

## **Other useful Council contact numbers:**

### **Anti-Social Behaviour**

Phone: 01527 534197

### **Benefits:**

Phone: 01527 534050

### **Council Tax**

Phone: 01527 534040

### **Dial a Ride**

Phone: 01527 64910

### **Environmental Services**

Phone: 01527 881188

### **Housing Options**

Phone: 01527 534069

### **Lifeline**

Phone: 01527 534060

### **Private Sector Housing**

Phone: 01527 534123

### **Worcester County Council**

Phone: 01905 763763

