

**STOCKFIELD COMMUNITY ASSOCIATION
STARTER TENANCY AGREEMENT
TERMS AND CONDITIONS**



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STOCKFIELD COMMUNITY ASSOCIATION STARTER TENANCY AGREEMENT TERMS AND CONDITIONS (PUBLISHED APRIL 2016)

INTRODUCTION

By signing this agreement you agree to become a tenant of Stockfield Community Association. The Association is a Charity and a Housing Association but is not regulated by the Tenant Services Agency. At the present time the Association employs Bromford Housing Group as its Housing Management Agent but you should be aware that you will not be a Tenant of Bromford nor will you live in a Bromford home. The tenancy you hold will either be called a "Starter Tenancy" or an 'Assured Periodic Tenancy', which conveys significantly different obligations and rights than a Bromford Tenancy. You do not have the right to buy The Property from the Association. If this is your first tenancy with the Association providing you do not contravene any of the terms of this Tenancy Document for 12 months then your tenancy will become an Assured Periodic Tenancy, unless the association extends the Starter Tenancy.

As an Association tenant you have a number of rights and obligations, and as a Landlord, the Association also has rights and obligations. These are set out in this document so it is very important, that you read this agreement carefully. The agreement is provided to you before you sign it and before you move into your new home. So if there is anything that you do not understand, you should ask for assistance from your Housing Manager. You can also get advice from the Citizens Advice Bureau, a Housing Advice Centre or a Law Centre.

This Agreement gives you the right to live in the dwelling as your only or principal home. The Association will only interfere with this right in very special circumstances, which are explained in this document.

Your tenant neighbours have the same, or similar, rights and responsibilities as you do: depending on whom their Landlord is. Some of the responsibilities detailed in this agreement also apply to people living with you, or to people visiting you. You, as tenant, will be held responsible for their actions. This includes the actions of any pets you or they have with them. The Association is determined that its Tenants enjoy peaceful occupation of its homes and will take enforcement action against you if you as tenant, your household and family members (including children), your visitors, your pets or the pets of your visitors cause any nuisance to your neighbours or to any person anywhere on the Estate.

As you are about to enter into a legal relationship with the Association, this Tenancy Agreement is a very important document. The terms and conditions, which apply to both you and the Association, are set out in the document. It is very important that you read and understand what is said in this document. If you do not understand anything you should ask for help.



SUMMARY OF YOUR TENANCY AGREEMENT –

This does not form part of the Conditions of Tenancy

YOU MAY ONLY USE YOUR ASSOCIATION PROPERTY AS A DOMESTIC HOME

UNLESS YOU ARE TRANSFERRING FROM AN ASSURED TENANCY WITH THE ASSOCIATION YOU WILL BE GRANTED A **STARTER TENANCY** – YOU WILL HAVE FEWER RIGHTS THAN AN ASSURED TENANT. IF YOU BREAK ANY CONDITIONS OF THIS TENANCY THE ASSOCIATION WILL SEEK TO BRING YOUR STARTER TENANCY TO AN END BEFORE THE END OF THE FIRST 12 MONTHS. THE ASSOCIATION HAS THE RIGHT TO EXTEND YOUR STARTER PERIOD IF THE ASSOCIATION CONSIDERS IT APPROPRIATE. IF YOU COMPLY FULLY WITH THE TENANCY CONDITIONS YOU WILL AFTER 12 MONTHS BECOME AN ASSURED PERIODIC TENANT.

SUBJECT TO THE CONDITIONS OF TENANCY, THE STARTER TENANCY GIVES YOU RIGHTS TO:

LIVE IN THE PROPERTY AS LONG AS YOU DO NOT BREAK ANY OF THE CONDITIONS OF YOUR TENANCY AGREEMENT OR UNTIL YOU GIVE THE ASSOCIATION NOTICE THAT YOU WISH TO GIVE UP YOUR TENANCY AND THAT NOTICE HAS EXPIRED.

PASS THE PROPERTY ON TO A QUALIFYING PERSON IF YOU DIE.

TAKE IN LODGERS BUT ONLY WITH PRIOR WRITTEN CONSENT OF THE ASSOCIATION AND AS LONG AS YOU FOLLOW SPECIFIC CONDITIONS AND DO NOT OVERCROWD THE PROPERTY.

GET CERTAIN URGENT REPAIRS DONE QUICKLY AND AT NO ADDITIONAL COST TO YOU.

IF YOU BECOME AN ASSURED TENANT YOU WILL HAVE THE FOLLOWING ADDITIONAL RIGHTS:

TO CARRY OUT IMPROVEMENTS TO THE PROPERTY BUT ONLY WITH PRIOR WRITTEN CONSENT OF THE ASSOCIATION. (See Appendix E)

IN VERY LIMITED CIRCUMSTANCES THE ASSOCIATION MAY CONSENT TO AN EXCHANGE OF TENANCY

SUBJECT TO STRICT CONDITIONS YOU WILL QUALIFY TO APPLY FOR A TRANSFER TO ANOTHER STOCKFIELD PROPERTY

YOUR RESPONSIBILITIES AS AN ASSURED TENANT ARE TO:

- KEEP STRICTLY TO THE RULES OF YOUR TENANCY AGREEMENT.
- PAY YOUR NET RENT AND OTHER CHARGES ON TIME.
- BE A GOOD NEIGHBOUR AND NOT CAUSE ANNOYANCE AND NUISANCE TO OTHER PEOPLE OR ALLOW YOUR FAMILY, PEOPLE LIVING WITH YOU OR VISITORS (OR YOUR OR YOUR VISITORS PETS) TO DO SO.
- BE RESPONSIBLE FOR THE CLEANLINESS AND DECORATIVE ORDER OF THE PROPERTY
- TO BE RESPONSIBLE FOR CERTAIN MINOR REPAIRS AND MAINTENANCE ITEMS
- **BE RESPONSIBLE FOR ALL NON STATUTORY REPAIRS IF YOU ARE IN ARREARS WITH YOUR RENT AND OTHER CHARGES.**



OTHER IMPORTANT INFORMATION:

YOU TAKE THE PROPERTY IN THE CONDITION AS SEEN BY YOU

YOU DO NOT HAVE THE RIGHT TO:

- USE THE PROPERTY FOR ANY PURPOSE OTHER THAN AS A DOMESTIC HOUSE
- BUY THE PROPERTY
- SUB-LET THE PROPERTY
- ARRANGE AN EXCHANGE OF YOUR TENANCY
- BE CONSULTED ON RENT SETTING

IF YOU OR PEOPLE OR ANIMALS YOU ARE RESPONSIBLE FOR BREAK THIS TENANCY AGREEMENT AND YOU ARE EVICTED THE ASSOCIATION WILL NOT RE-HOUSE YOU.



1 DEFINITIONS

Agent

The Organisation that manages The Property on The Association's behalf (currently Birmingham City Council).

Additional Rent

Amounts you have to pay to The Association as a result of failing to fully comply with the Tenancy Conditions. These payments are to reimburse The Association for having to incur costs for example; to enforce the tenancy conditions, and carry out works which are your responsibility that you have either not carried out or have not carried out to The Association's satisfaction. Additional rent includes The Association's reasonable administration charges in respect of such breaches it is payable on demand and forms part of the Current Week's Rent.

Assured Tenant

By law, assured tenants have the right to stay in a property until either party legitimately terminates the contract. The Association cannot remove an assured tenant from a property unless a Court grants an 'Order of Possession'.

Current Week's Rent

Those amounts payable to The Association on Monday of each week. The payment will be made up of Rent, Other Charges and any Additional Rent that The Association has notified you of since the previous Monday. Current Weeks' Rent is payable in full by Wednesday of each week.

Emergency Services

The Police, Fire Brigade and the Ambulance Service.

Estate

The whole of the Stockfield Estate including Association or privately owned or Housing Association or Other Landlord or Council properties and/or amenities.

Fixtures and Fittings

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

Flat

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

Garden

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

Household

You and anyone living in The Property including children and lodgers.

Housing Officer

A member of Bromford's staff

Improvement

Any alterations, changes or additions to The Property.

Livestock

Cows, sheep, horses, ponies, donkeys, geese, chickens, ducks, pigeons, aviary birds, reptiles etc.

Local Area, Locality

The Estate and the wider surrounding area including any amenities serving the Estate whether or not they are located on the Estate

Lodger

A person who pays, or should pay, you money to let them live in The Property with you.

Neighbours

Your neighbours include everyone living in the Local Area, including people who own their own homes and other housing provider's tenants.

Rent

The amount you pay The Association each week to live in The Property. Rent does not include Additional Rent or Other Charges.

Other Charges

The amount you pay The Association each week for occasional services not forming part of the services covered by Rent and Additional Rent.



1 DEFINITIONS – CONTINUED

Partner

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

Property; Home

The Property in which you live, including any Garden, but not including any shared areas.

Relative; Family Members, Members Of Your Family

Husband, wife or partner (including a same sex partner) Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives, foster children and adopted children.

Shared Areas

The parts of The Property and outside areas which all other tenants can use, for example: halls, stairways, entrances, landings, shared gardens, courtyards and drives, lawns, communal areas and shared car parking and landscaped areas.

Starter Tenancy

A starter tenancy lasts for 12 months or such longer period as the Association decides. If you break the tenancy conditions, The Association can end the starter tenancy early and you will not become an Assured Non Shorthold Tenant. (see Assured Tenant).

Starter Tenant

Holder of a Starter Tenancy. A starter tenant has fewer rights than an Assured Non Shorthold Tenant.

Statutory Repairs

Those repairs the law requires that the Association must carry out to The Property as set out in section 11 of the Landlord and Tenant Act 1985.

Vehicle

A car, bus, van, lorry, motorbike, cycle, boat, caravan, trailer, commercial vehicle, taxi and so on.

We, Us, Our, the Association

Stockfield Community Association and its Agents

Written Permission

A letter from The Association 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.



Stockfield Community Association Tenancy Agreement

THE LANDLORD

THIS AGREEMENT IS BETWEEN: -

Stockfield Community Association whose Registered Office is:
c/o Anthony Collins Solicitors, 134 Edmund Street, Birmingham B3 2PL and

THE TENANTS

Name Date of Birth..... and

Name..... Date of Birth.....

Please note in the case of joint Tenants the term Tenant applies to each person and each person has full responsibilities and rights set out in the agreement.

The following person(s), who are not Tenants, will be living with the Tenant at the start of tenancy:

OTHERS WHO WILL BE LIVING WITH YOU

Name Date of Birth Relationship to Tenant

.....
.....
.....

THE PROPERTY

Address:

.....
.....("The Property) Post Code.....

PROPERTY TYPE

The Property is a house/ flat/ bungalow/ with number of bedrooms.

The maximum number of people who may live at The Property is:

SPECIAL FEATURES

The Property has the following special features

.....

RENT AND OTHER CHARGES

Current Weeks' Rent is made up of the Rent and, if applicable, Other Charges. Additional Rent may be added when applicable.

Please note Rent: £.....

These amounts Other Charges £.....

may change Total Current Weeks Rent £.....

THE TENANCY

The tenancy starts at 12:00 noon on **MONDAY**.....and is an assured shorthold (**Starter**) Tenancy, for an initial term of one week and thereafter weekly until clause 2.4.2 of the terms of this agreement take effect. The terms of this agreement are attached.

ABOUT YOUR RENT AND OTHER CHARGES

Payment is due weekly on **Mondays**. There will be 52 payments due each year.



2 TENANCY AGREEMENT

- 2.1 By signing this agreement you are agreeing to become The Association's tenant
- 2.2 You are entering into a legal Contract with us
- 2.3 Your Community Association tenant neighbours have exactly the same rights and responsibilities as you. Council Tenant, Housing Association tenant, and Private Landlord Tenant neighbours will have broadly similar rights and responsibilities as you. Some of your responsibilities apply to you, your friends and relatives and any other person living in or visiting The Property, including children. This will include the responsibility not to commit nuisance. It also applies to control of animals living in or visiting The Property.

2.4 Type of Tenancy

2.4.1 This Tenancy is an Assured Shorthold (Starter) Tenancy until Clause 2.4.2 comes into effect.

2.4.2 This Tenancy is not an Assured Shorthold (Starter) Tenancy when this Clause takes effect.

2.4.3 Clause 2.4.2 comes into effect 12 months from the start of this Agreement (the "Effective Date") unless before that date:

- The Association has postponed the Effective Date by writing to you to inform you: -
 - That the Effective Date will be postponed; and
 - What the new Effective Date is; or
 - Proceedings for possession have been started against you; or
 - The Association has served a notice under section 21(4) of the Housing Act 1988 that it requires possession of The Property;

in which case this Tenancy continues to be an Assured Shorthold (Starter) Tenancy until:

- Two months from the expiry of the notice (as long as no proceedings are issued within that time); or

- The day after any proceedings are determined (if no possession order is made); or
- The Tenancy is ended by a Court order for possession; or
- The new Effective Date (the Effective Date can be postponed more than once).

2.5 If Clause 2.4.2 takes effect the following additional terms shall apply.

2.5.1 To carry out improvements to the property but only with prior written consent of the association

2.5.2 In very limited circumstances the association may consent to an exchange of tenancy



2 TENANCY AGREEMENT – CONTINUED

- 2.6 You have security of tenure as an Assured Shorthold Tenant or an Assured Tenant (as the case may be subject to Clause 2.4) so long as you occupy the Property as your only or principal home. The Association can only end the Assured Shorthold Tenancy by obtaining a Court Order for Possession of The Property on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or by giving you two months' written notice. The Association can only end the Assured Tenancy by obtaining a court order for possession of The Property on one of the grounds listed in Schedule 2 of the Housing Act 1988.
- 2.7 Our right to repossess The Property includes if you or anyone else on your behalf has given false information in order to obtain the tenancy.
- 2.8 You must inform the Association in writing and in advance if you will be away from the Premises for a period of more than 28 days and provide contact numbers for key holders in case of emergencies. If The Property is not secured or is vacated for a continuous period of more than 35 days without formal written notice given to the Association, which will be acknowledged in writing, the Association may consider the tenancy to have been surrendered/terminated and may, if appropriate, instigate its abandonment procedure. This will not affect the Association's right to bring a claim against you for rent or other monies owing. **Please remember you are responsible for leaving The Property secure and draining down water systems and turning off other services as required.**

NOTES

(These Notes are for information only and do not form part of your Tenancy Agreement)

- a) If there is anything in this agreement which you do not understand, you should contact your Housing Manager or get advice from a Solicitor, a Law Centre, the Citizens Advice Bureau etc. If this is your first tenancy with The Association or there has been a period of time since your last tenancy with The Association ended you will be granted a Starter Tenancy
- b) If you leave The Property without telling us, we may consider The Property as 'abandoned' and may take steps to end your tenancy and regain possession of The Property. If this happens we will not re-house you. (see 2.8)
- 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. The Association will give its reasons to you in writing



2 TENANCY AGREEMENT – CONTINUED

2.9 Changing the Tenancy Conditions

Other than changes in the amount of Rent the Conditions of this Tenancy can be changed either by: -

- Your and The Association's agreement in writing; or
- The Association, after The Association has: -
 - Written to you setting out the changes to the terms of the Tenancy The Association wishes to make;
 - Given you a reasonable period of time to make written representations to The Association about the changes;
 - Considered any written representations made by you; and
 - Sent you a notice of variation setting out the changes The Association is making to the Tenancy Conditions (the "New Conditions") and stating the date on which the New Conditions will take effect. The New Conditions will not take effect until at least 4 weeks after the notice of variation is sent.
 - If you do not want to continue the Tenancy on the New Conditions you have the right to end the Tenancy by writing to The Association before the New Conditions take effect stating
 - You wish to end the tenancy on or before the date the New Conditions take effect; and
 - The date on which the Tenancy is to end which must be 12:00 noon on a Monday.

The notification must be dated and signed by you



2 TENANCY AGREEMENT – CONTINUED

2.10 Tenancy Conditions Enforcement

How The Association will deal with Nuisance Problems.

2.10.1 The Association will investigate and take such action as it believes appropriate where complaints are received of nuisance involving (but not restricted to): -

- Criminal activity;
- Violence or threats of violence;
- Persistent abusive or insulting behaviour;
- Damage to property;
- Littering and dumping of rubbish
- Harassment or discrimination;
- Lack of proper control of children
- Lack of proper control of animals
- Noise
- Unwanted entry onto The Property by other Association Tenants, persons living in or visiting another Association tenant's property or their pets
- Dangerous or overgrown hedges;
- Dangerous or missing fences
- Failure to keep gardens properly maintained
- Nuisance from businesses being run from an Association property
- Matters relating to vehicles such as parking; untaxed and unroadworthy vehicles; vehicles being repaired at Association properties; causing obstruction; parking any commercial vehicles at The Property or on the Estate.

2.11 For the avoidance of doubt this Tenancy shall not confer on any third party any benefit or the right to enforce any condition of this tenancy

2.12 The Association operates a formal complaints procedure, which is available on request. You can get a copy from your Housing Manager. If The Association fails to deal with the complaint, or in your view, continues not to comply with the Tenancy Conditions you can obtain advice and information about your remedies at law from a local Citizens' Advice Bureau or Law Centre or from a Solicitor



3 THE ASSOCIATION'S RESPONSIBILITIES

- 3.1 To give you possession of The Property at the start of the Tenancy
- 3.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home,
- 3.3 The Association will keep in reasonable repair the structure and exterior of The Property (including the roof, drains, gutters and external pipes; outside walls, outside doors, window sills, window frames and glass (in very limited circumstances see appendix D), including any necessary external painting – (usually within a Cyclical Maintenance Programme).
- 3.4 The Association will keep in reasonable repair and proper working order the installations in The Property for the supply of water, gas and electricity including sockets, light fittings (but not additional wiring, sockets, light fittings, plugs or appliances that do not belong to The Association); and for sanitation (including basins, sinks, baths and toilets etc.), but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity.
- 3.5 The Association will keep in repair the space heating and water heating installations in The Property where they have been supplied by The Association.
- 3.6 The Association will keep in repair internal walls, skirting boards, doors and doorframes, doorjambs, thresholds, floors and ceilings (but not items detailed in Appendix D, internal painting and decoration), and major internal plasterwork.
- 3.7 The Association will keep in repair pathways, steps and other means of essential access (where provided); external security lights (but not replacement bulbs).
- 3.8 The Association will keep in repair any boundary fence or wall The Association has provided. Other than repairs to make them safe, The Association will repair these items as part of a Cyclical Maintenance Programme.
- 3.9 If you are in arrears with your rent and other charges, e.g. if you do not comply with an agreement to pay off arrears, The Association may carry out only Statutory Repairs

NOTES

- a) If we do not meet our responsibilities set out in this agreement you can;
 - Speak to a housing officer
 - Use our complaints procedure. You can get details from **your Housing Manager**.
 - Get advice from a Housing Advice Centre, a Solicitor, a Law Centre, Citizens Advice Bureau or a Community Housing/Resource Centre.
- b) You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible
- c) In certain circumstances, if we do not carry out repairs within a reasonable time, you can ask for another contractor to do the work. This is called the Right to Repair. If the second contractor does not carry out repairs on time, you may be able to claim compensation. You should contact a Housing Officer, a Housing Advice Centre, a Solicitor, a Law Centre, or the Citizens Advice Bureau for more information.
- d) The Association encourages its tenants to get involved in the management and maintenance of its property. We do this through seeking nominations from tenants as elected Resident Directors of the Company. Elections are held every three years and any Estate resident may nominate you as Candidate and all Estate residents 18 years old or older may vote in any election, Successful Candidates serve as Elected Resident Directors for 3 years. Outgoing Directors at each election may stand for re-election.
- e) The Association receives no subsidies to help in its day-to-day cost of managing and maintaining its housing stock. We rely on our rent income and other housing charges. If we do not receive your rent we will not have the funds to carry out non-statutory repairs to The Property. If you are in arrears we may not carry out such repairs and the repairs will become your responsibility. You will also be responsible for deterioration and additional cost if you fail to carry out these repairs promptly. (see 3.9)
- f) You should look at your other responsibilities in section 8 on Repairs and Appendix D.



3 THE ASSOCIATION'S RESPONSIBILITIES - CONTINUED

3.10 In flats The Association will keep in repair all entrances, halls, stairways, gates, lighting and other parts for common use.

3.11 The Association will remove associated rubbish and building materials from The Property after repair work has finished

3.12 The Association has no responsibility to install, extend or improve existing:

- Ventilation
- Heating
- Insulation
- Internal plasterwork
- Electrical appliances, circuits and fittings:

within The Property unless The Association is required to do so to abate a statutory nuisance or to satisfy any statutory provisions.

3.13 The Association is not responsible for condensation or the effects of condensation, unless it arises from a breach of The Association's repairing responsibilities or as a result of a statutory repairing obligation.

3.14 The Association will give you help and advice if you tell The Association you are the victim of antisocial behaviour and The Association will investigate complaints of antisocial behaviour.

3.15 The Association will insure The Property including any fixtures and fittings belonging to The Association (but not your fixtures and fittings or your personal belongings) against usual insurable risks (for example, fire) that The Association reasonably believes it needs to

The Association suggests that you make arrangements to insure your decorations, furniture and personal possessions.

NOTES

- h) The Association is not responsible for any repairs or replacements needed to The Property if they are needed because of damage or neglect caused by you, anyone living with you, your visitors and your pets and those of your visitors.



4 YOUR RIGHTS

- 4.1 You have the right to peacefully occupy The Property without unlawful interference from The Association (remember that The Association has a right of access which is set out further on in this Tenancy Agreement).
- 4.2 You can live in The Property without interference from The Association as long as you, your friends and relatives and any other person living in or visiting The Property (including children) do not break any of the conditions in this Agreement. If any of the Conditions are broken, The Association may apply to the Courts to end your tenancy.
- 4.3 You do not have the right to buy The Property.
- 4.4 You have security of tenure as an Assured Shorthold Tenant (Starter Tenant) or an Assured Tenant (as the case may be subject to Clause 2.4) so long as you occupy the Premises as your only or principal home. The Association can only end the Assured Shorthold Tenancy by obtaining a court order for possession of The Property on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or by giving you two months' written notice. The Association can only end the Assured Tenancy by obtaining a Court Order for Possession of The Property on one of the grounds listed in Schedule 2 of the Housing Act 1988.
- 4.5 The Association will only start possession proceedings on one of the grounds listed in Schedule 2 of the Housing Act 1988 after it has given you a written notice of its intention to seek possession Notice Seeking Possession (NSP) unless the Court grants an order that it is just and fair to dispense with the requirement to serve you with such a notice. Unless it is asking for possession under ground 14 (nuisance), The Association will usually give you 4 weeks notice.
- 4.6 Where The Association is asking for possession under ground 14 (nuisance) it will give you reasonable notice in the circumstances
- 4.7 If you die, your Assured Tenancy may pass to your spouse or partner if The Property is their only home at the time of your death. The passing of the tenancy in these circumstances is called 'succession'. Succession is a right that can only be used once. If you, yourself, are a successor (for instance, because you have succeeded on the death of a previous tenant, or because you were a joint tenant and have become the sole tenant) then your spouse or partner will not have the right to succession.

NOTES

- a) Unless you are transferring from a Stockfield Assured Tenancy, you will be granted a Starter Tenancy .
- b) Your Starter Tenancy will be reviewed during the first year. If you do not break any of the tenancy conditions during this time, and we therefore do not take action against you, you will usually become an 'Assured Tenant'.
- c) If, during your Starter Tenancy, you break any of the tenancy conditions, we may take action to end your tenancy or extend the Starter Tenancy.
- d) In certain circumstances we may let you take in someone to provide you with support and care. You must get our written permission first. We may refuse permission if you do not agree to our reasonable conditions – such as not overcrowding your home. Please ask your Housing Manager for more information.
- e) For more information you can also contact a Housing Advice Centre, a Solicitor, a Law Centre, the Citizens Advice Bureau or a Community Housing/Resource Centre.
- f) We may also offer you alternative accommodation in exceptional circumstances The Association is not obliged to do this.
- g) You may, with our prior written permission, take in a lodger as long as this doesn't cause overcrowding, you do not grant the lodger a tenancy and you notify Birmingham City Council and the Benefit's Agency if this changes your circumstances regarding Council Tax and Housing and other benefits.



4 YOUR RIGHTS - CONTINUED

- 4.8 If your tenancy passes to your Spouse or partner when you die, and The Property is larger than their needs, or has been designated for a specific use such as a bungalow for elderly or disabled people, the Association may ask them to move to another suitable property. The Association may take steps to find alternative accommodation. However if they are unwilling to move to that alternative accommodation, the Association may seek a Court Order to gain possession of The Property.
- 4.9 The Association agrees to give you the right to information as if the provisions of Sections 104 and 106 of the Housing Act 1985 applied to this Tenancy. This means you have a right to information from The Association about the Conditions of this Tenancy and about The Association's: -
- Repairing obligations
 - Policies and procedures on housing allocation, transfer and equal opportunities;
 - Principles for fixing rents.
- 4.10 You do not have the right to transfer this Tenancy to another tenant by way of an exchange with one other tenant (a "direct exchange") or by exchanges which involves more than one other tenant (an "indirect exchange") but The Association may, at its discretion, consider a written application from you and the other potential parties. The Association will give its decision, which shall be final, within 28 days of receiving such an application and should it not give a decision within 28 days it will be deemed to have refused the application.

NOTES

- i) You must not sub-let any part or the whole of The Property. You do not have the right to exchange The Property with any other tenant.
- j) **If you become an Assured Tenant**
 - we may in certain circumstances give you permission to exchange if you and the person/s you wish to exchange with meet certain conditions. If you are occupying an Association property by an exchange without the Association's written permission, we will require you to move back to your original home. If you fail to do this, we will go to Court and ask for you to be evicted.
 - You may not make improvements, alterations and additions to The Property unless you have first obtained The Association's written consent and, following this, all other necessary approvals (for example, planning permission, building regulations approval and any permission required under Boundaries and Walls Legislation). You must pay all costs associated with obtaining required permissions.
- k) Certain small urgent repairs that might affect your health, safety or security are covered by the Right to Repair Scheme. If they are not done within the specified time, you have the right to ask the Association to get another contractor to carry out the repair(s), if the second contractor fails to do the repair work in time, you can ask the Association to pay compensation
- l) If you lawfully make an improvement under your right to do so in this Tenancy and have paid the whole or part of the costs of that improvement, The Association will not, at any time that you or your successor is a tenant of The Property, increase The Rent on account of that part of the improvements for which you have paid.



4 YOUR RIGHTS - CONTINUED

4.11 Data Protection: To keep to the law in the Data Protection Act 1998 (as amended from time to time) including to let you look at information about you which The Association has in its records, as long as you pay, in advance, a reasonable fee to The Association, which will not be more than the maximum fee from time to time decided by Parliament.

NOTES

- m) If you have moved and you have substantially improved The Property, with the Association's written permission you may be entitled to some compensation. Please speak to your Housing Manager for further information
- n) Information of a personal nature given by you when, for example, applying for an Association property, is essential to enable The Association to provide the housing service required by our tenants and leaseholders.
- o) Personal information that you give The Association will either be retained within the Association's Managing Agent's computer systems and/or held within paper records. Whichever way, your personal information is protected under the provisions of the data protection legislation. (see 4.12)
- p) You should be aware that there are occasions when your personal information may be disclosed to other bodies/organisations in accordance with the Association's role as your landlord
- q) It is important to stress that in all matters relating to disclosures of information the Association will use its 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 the data protection legislation.
- r) Where a request for information is required which is outside of the provisions of the legislation, the Association will always seek the approval of the individual concerned before any action is taken.
- s) The Association will allow you access to other personal information held about you (except for information provided to The Association in confidence by third parties) and allow you to ask to correct or record your disagreement with the information held by The Association.



5 YOUR OBLIGATIONS

You Agree:

- 5.1 To take possession of The Property at the start of the Tenancy, accept it in its current state of decoration and not to part with possession of The Property unless 2.4.2 has taken effect. The Association may keep documentary evidence of the state of repair at the start of the Assured Tenancy, which may include photographs.
- 5.2 To advise The Association of anyone who will live at the Premises with you at the start of the tenancy, and to obtain permission in writing for any person who you wish to live with you after the start of the tenancy. The Association will not unreasonably refuse permission but the number of people living in The Property may not exceed the maximum number detailed in this Agreement.
- 5.3 To pay your rent and other charges on time in accordance with **section 6** of this agreement and to pay on time all outgoings applying to The Property including water charges, electricity, gas, telephone and the provision of amenities covered by Council Tax and other costs whether metered or billed.
- 5.4 It is your responsibility to find out if you are eligible for Housing Benefit and to make the initial application and any renewal application. The Association may provide reasonable help and assistance.
- 5.5 To occupy and use The Property for residential purposes only and as your only or principal home. If you have a joint tenancy at least one of you must occupy The Property as your only or principal home.
- 5.6 To inform all relevant agencies, for example, Benefit Agencies, Birmingham City Council that you are in occupation of The Property. This should be done as soon as possible after the start of the tenancy.
- 5.7 Not to use The Property, any communal areas or the Estate or Local Area for unlawful immoral or illegal purposes.
- 5.8 Not to operate a business at The Property or work from home without getting both The Association's written consent and any further permissions including planning permission that may be needed from Birmingham City Council.
- 5.9 Not to fix to or exhibit on The Property any notice, trade plate or advertisement



5 YOUR OBLIGATIONS - CONTINUED

- 5.10 To accept responsibility for and to repay to The Association on demand the cost (inclusive of a reasonable administration charge) by way of additional rent of cleaning; replacing or repairing any damage done to The Property or The Association's fixtures or fittings or the clearing of stoppages in WCs, drains and water pipes where such damage or stoppage is, or has been, caused by your neglect, wilful act or default or that of anyone living with you or your visitors and pets or pets of your visitors.
- 5.11 To allow The Association and its contractors access to inspect and carry out repairs, improvements or other works (including annual statutory gas checks and necessary surveys prior to carrying out major refurbishment programmes) to The Property or your neighbours' homes as long as The Association gives you notice in writing of its need to have access to The Property. The Association will normally give at least 24 hours' notice but you must give immediate access in an emergency.
- 5.12 Not to transfer the Tenancy by assignment unless ordered to do so by a Court order and you are not to accept any money in connection with any transfer by assignment of the Tenancy.
- 5.13 To keep the interior of The Property in a clean and good tenable repair and in a clean decorative condition and to decorate all internal parts of The Property as frequently as is necessary to keep them in good decorative order. If you fail to keep the interior of The Property in a clean and good tenable repair and in a clean decorative condition, The Association may, after 28 days' written notice, enter The Property to carry out any necessary work and charge you for the cost of the work (including a reasonable administration charge) by way of additional rent.
- 5.14 To obtain the Association's prior written permission if you wish to take in a lodger. You must request The Association's permission in writing, giving the name of the intended occupier and what accommodation they will occupy. You must obtain new permissions for each and every lodger. You will be responsible for ensuring any lodger does not:
- cause or do any act capable of causing a nuisance and/or annoyance to any person;
 - use The Property for any unlawful, illegal or immoral use
 - cause any breach of this Tenancy Agreement



5 YOUR OBLIGATIONS – CONTINUED

- 5.15 Not to part with possession of the whole of The Property
- 5.16 If The Property is a flat or maisonette you must not obstruct the communal areas, cause a fire hazard, interfere with the proper operation of security doors or gates, give access codes for such doors or gates to anyone, give key fobs for such doors or gates to anyone. You must pay for any replacement door fobs or additional fobs and if you compromise the safety of the secured property by giving away security code numbers or fobs you will be charged the cost of reprogramming the doors and gates codes and/or fob by way of additional rent.
- 5.17 To give up to the Association vacant possession at the end of the tenancy. Your lodgers must vacate if you vacate. You will remain liable for the Rent and other charges until vacant possession is given to The Association.
- 5.18 Unless specified elsewhere in this Agreement if the Association incurs any costs as a result of you failing to fully comply with this Tenancy Agreement you agree to pay immediately following receipt of a written demand those costs plus reasonable administration charges by way of additional rent. The Association reserves the right to follow other legal courses of action to recover any amounts you owe.



6 RENT

- 6.1 You will pay The Association the Rent, and Additional Rent (if applicable) and Other Charges (if applicable) that relate to The Property. Rent, Additional Rent, and Other Charges will be paid every week on a Monday the payment being the Current Weeks' Rent payable. You must make the payment in the agreed manner including at the post office or through your bank by direct debit or standing order. Rent and Service Charges are payable over 52 weeks of the year.
- 6.2 Your payment is due weekly but may be paid fortnightly if you wish but your payment must be made in the current week and be made up of the Current Weeks' Rent and the following weeks' rent. If you wish to pay monthly or a longer period the payment must be made in the current week and be made up of the Current Weeks' Rent with any additional weeks rent being in advance – your payment must be made by the Wednesday of the Current Week. You may not pay your Rent, Additional Rent Other Charges or any part thereof, in arrear under any circumstances as to do so will constitute a breach of this agreement.
- 6.3 If you do not make your Current Weeks Rent payment in full by Wednesday of the current week you will be deemed to be in arrears and recovery of arrears will start.
- 6.4 The Association may in the future make changes to the way it collects Rent and other charges from you and the timing of those payments and will do this by giving you at least 4 weeks notice in writing.
- 6.5 The Rent can be changed in the ways set out this Agreement.

NOTES

- a) You are responsible for filling in and sending to Birmingham City Council, your Housing Benefit claim forms and for advising the Council if your circumstances change (such as obtaining employment; receiving extra income from a lodger). If you are unsure about how to fill in these forms, you can approach your Housing Manager, Citizens Advice Bureau or Community Housing/Advice Centre.
- b) If you have difficulty paying your Rent, please contact your Housing Manager, or the Citizens Advice Bureau. You may be entitled to Housing Benefit and/or other benefits. We will do all we can to advise and help you.
- c) We will give you at least four weeks notice of any change in Rent and Service Charges.



6 RENT - CONTINUED

- 6.6 If you are more than one week overdue in payment of your Rent and other charges The Association will automatically commence proceedings for eviction by serving you with a Notice Seeking Possession. If you are in arrears with your Rent and other charges The Association may not undertake non-statutory repairs to The Property.
- 6.7 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 all other charges, you must pay all the Rent and all other charges.
- 6.8 If you receive Housing Benefit, you must tell the Benefit Service and your Housing Manager immediately of any changes, which may affect your entitlement to Housing Benefit. You must do this every time your Rent is changed under the terms of this Agreement.
- 6.9 You are also responsible for all Rent and other costs, such as Court costs and chargeable repairs (Additional Rent) that are owed from the past. If you were a joint tenant, you will still be responsible, even after the other tenants have left The Property.
- 6.10 The Rent will be reviewed once a year and normally on the first Monday of April. The Association will give you at least 4 weeks' written notice of any increase or decrease in The Rent. The reviewed Rent will be set out in the notice and will become payable on the date set out in the notice. For the avoidance of doubt sections 13 and 14 of the Housing Act 1988 do not apply to this agreement.
- 6.11 The Association will take into account when reviewing The Rent : - The Association's Rules; the need to set aside enough money for future major repairs and replacements to and within The Association's dwellings; the day to day repair needs of The Property portfolio both now and reasonably anticipated; the financial needs (both present and reasonably anticipated) of The Association and specifically its ability to pay debts as they fall due; any increases in costs of services (present and reasonably anticipated) provided to The Association by external bodies; the annual percentage increase in the Retail Prices Index; the period of time that has passed since the last Rent review; the cost of similar accommodation and services in the area; and the Association's financial commitments.

NOTES

- d) If you do not wish to continue the Tenancy at the reviewed Rent (see 6.12), you can end the Tenancy by writing to The Association before the reviewed Rent takes effect stating that you wish to end the Tenancy on or before the date the reviewed Rent takes effect. The notice must state the date you wish to end the tenancy and must be a Monday. You must date and sign the notification. The Association will not assist you in finding alternative living accommodation.



6 RENT - CONTINUED

- 6.12 If you do not wish to continue the Tenancy at the reviewed Rent, you can end the Tenancy by writing to The Association before the reviewed Rent takes effect stating that you wish to end the Tenancy on or before the date the reviewed Rent takes effect. The notice must state the date you wish to end the tenancy and must be a Monday. You must date and sign the notification. The Association will not assist you in finding alternative living accommodation.
- 6.13 If you do not pay your Rent and other charges, The Association may go to court and ask for a Possession Order to evict you from The Property and a Money Judgement Order to recover your debts. The Association will charge you for taking you to Court. You must pay this charge in accordance with the Court Order.

NOTES

- e) A Money Judgement Order (see 6.19) may affect your ability to obtain credit in the future.
- f) If you are evicted for rent arrears, the Association will not re-house you. It may also affect your ability to be re-housed by another landlord.



6 RENT - CONTINUED

- 6.14 If you have other debts owing to The Association as well as relating to your current tenancy, money paid off your arrears may be set against any debt you have with the Association.
- 6.15 We will deduct any money you owe the Association from any money that is owed to you by the Association.
- 6.16 If you have rent arrears, this may affect your eligibility to apply for a transfer to alternative accommodation or to receive an offer of alternative accommodation if you have already registered for a transfer.
- 6.17 If The Association agrees to a transfer from The Property and you have rent arrears, these rent arrears will transfer to your new rent account.
- 6.18 The Association will make a reasonable administrative charge for providing credit references for you. The Association will not provide a reference until this charge has been paid in full.
- 6.19 If you owe The Association money for rent or other charges when you leave The Property, you must make arrangements with The Association to pay the debt. If you do not do this it may affect your ability to be re-housed by another landlord.
- 6.20 If you are in arrears of rent and/or other charges The Association may not carry out any non-Statutory Repairs to The Property.

NOTES

- g) If you have rent arrears and would like to move home, your Housing Manager will discuss paying your rent arrears with you.
- h) Whilst we will consider every request on its merits, it would be unusual for The Association to agree to a transfer for tenants who have rent arrears.
- i) Consent to a direct exchange will be subject to the condition requiring you to pay any outstanding monies owed to the Association prior to the Exchange.



7 ANTISOCIAL BEHAVIOUR

- 7.1 You, your friends and relatives and any other person living in or visiting The Property (including children) must not:-
- 7.1.1 Cause or commit any act or omission in The Property or in the Local Area which is, or is likely to be a nuisance or annoyance; and/or, interfere with the peace and comfort of; and/or, cause injury or danger to health or offence to; and/or disturb, frighten or intimidate any other tenant of The Association, members of their household, their visitors, people living, visiting or working in the Local Area including (but not limited to) The Association, its Directors, Its Agent, contractors or anyone employed in connection with the exercise of The Association's business whether employed by The Association or not .
- 7.1.2 Allow animals belonging to you or your visitors to cause a nuisance.
- 7.1.3 Do anything, which interferes with the peace, comfort or convenience of other people living or working in or visiting the local area.
- 7.1.4 Harass anyone in the local area, for example, because of their colour, race, sex, sexual orientation, age, gender, religious belief, culture, ability, physical or mental disability or lifestyle, ethnic or national origin, actual or perceived HIV status.
- 7.1.5 Harass, or threaten to harass, or use or threaten violence or use foul and/or offensive language towards anyone in the local area.
- 7.1.6 Harass, or threaten to harass, or use or threaten violence or use foul and/or offensive language towards The Association's Directors, The Association's Agents' employees, or anyone contracted to do work for the Association.
- 7.1.7 Use The Property for any criminal, immoral or illegal purpose, including selling, storing or using any illegal drugs or firearms (including pellet/air guns), or storing, handling or disposing of stolen goods or storing or selling fireworks
- 7.1.8 Play, use or allow to be played or used in The Property or in the Local Area any radio, television, record or CD player or other devices, amplifiers, loudspeakers or musical instrument etc. so loudly so as to cause or be likely to cause a nuisance or annoyance to other tenants, members of their household, visitors or adjoining occupiers or so that it can be heard outside The Property. This includes such devices in vehicles.
- 7.1.9 Not harass, assault, or mentally, physically or sexually abuse anyone living in The Property.
- 7.1.10 Intentionally or recklessly damage The Association's property. If you intentionally damage the Association's property, The Association may seek to evict you. The Association will seek compensation by way of additional rent or by using the Courts.

NOTES

The kinds of things you must not do:

You must not:

- Cause harassment on any grounds;
- Use, or threaten to use, violence;
- Use racist language or behaviour;
- Use abusive or insulting words or behaviour;
- Damage or threaten to damage property belonging to another person or their home;
- Write graffiti; including graffiti which is abusive, threatening or insulting;
- Behave in an offensive or irritating manner, especially when drunk;
- Make noise which can be heard outside The Property; including arguing, foul and abusive language, door slamming and loud music;
- Use or allowing The Property to be used for; prostitution, dealing in or the illegal use of any drugs; or any other illegal activity.
- Allow any illegal/non prescription drugs paraphernalia in The Property
- Allow any nuisance or annoyance to be caused by pets (yours' or your visitors') including barking and fouling;
- Dump rubbish;
- Play ball games close to someone else's home or on any Estate roads.
- Be involved in the retention, removal or disposal of stolen goods



7 ANTISOCIAL BEHAVIOUR - CONTINUED

- 7.2 If you, your family or visitors behave antisocially The Association will take action to stop you This may include going to Court to ask for you to be evicted, applying for an injunction to prevent you from behaving antisocially or seeking an order to exclude you from The Property and/or the local area.
- 7.3 We will not re-house you if you are evicted. This may also affect your ability to be re-housed by another landlord.
- 7.4 In the case of any tenant disputes you agree to enter into any mediation The Association feels may assist in resolving issues.

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, courtyards, gardens and parking areas) or in the local area. The local area includes the whole of the Stockfield Estate, including Association or privately owned or Council or Housing Association or Other Landlord properties, and/or amenities serving the local area.
- 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) We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not make other neighbours' lives miserable. 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 Association tenants.
- d) We offer mediation to all our tenants as a way of resolving conflicts and disputes. You will be in breach of these Tenancy Conditions if you refuse to join in with the mediation process
- 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.
- f) The Crime and Disorder Act: 1998 places obligations on Local Authorities, the Police Authorities, Health Authorities and Probation Committees (amongst others) to work together in tackling crime and disorder issues within communities. The Association will work with and share information with these agencies to assist them in these aims.



8 REPAIRS

- 8.1 You must repair, renew or replace as necessary any parts of the structure, installations, fixtures or fittings inside or outside The Property that are damaged by you, a member of your household or someone you have allowed into The Property, including children and pets.
- 8.2 You are also responsible for carrying out the activities and for repairing, renewing or replacing the minor repairs items listed in this agreement at Appendix D. If you are in arrears of rent The Association will consider that you are responsible for any non-Statutory Repairs and may not carry out such repairs, for example, if you do not keep up an arrangement made to pay off arrears.
- 8.3 You are responsible for the safe keeping of keys (including electronic fobs and security door codes) for door and window locks and the provision of additional locks.
- 8.4 You must take reasonable steps to avoid moisture building up (condensation) within The Property and causing damage.
- 8.5 You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible.
- 8.6 You, your friends and relatives and any other person living in or visiting The Property (including children and animals) must not cause damage to any Association owned property.
- 8.7 You must take reasonable steps to prevent pipes freezing in winter by using any heating that The Association has provided in The Property.
- 8.8 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 within The Property if they occur.
- 8.9 You are responsible for any step path or paving that is not an essential means of access to The Property.

NOTES

- a) If we carry out any urgent repairs that are your responsibility, we will charge you the cost, including reasonable administration costs, as additional rent
- 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, including reasonable administration costs, as additional rent
- c) If you do not pay, we may request the Courts to evict you for non-payment of rent and if evicted will pursue other legal remedies to recover monies owed to us. If we evict you we will not re-house you.
- d) You may have repairs that are your responsibility carried out by any competent person. We reserve the right to inspect repairs after completion and if they are not up to a reasonable standard you will be required to remedy the situation.
- e) We will maintain communal TV aerials in flats.
- f) If you have circumstances, which make it difficult for you to carry out any repairs, which you are responsible for, please contact your Housing Manager or a Citizens Advice Bureau. We may be able to do the repair and charge you the cost, or advise you of a voluntary agency that may be able to help.
- g) You may also be entitled to benefits, which increase your income.
- h) If you have a burst pipe or other leak of water, put something under the leak to catch the water, turn off the water supply at the stopcock and contact the Association's Repairs Contractor. We will advise you of the location of the stop-cock at the start of your tenancy. If you need any further advice, please contact your Housing Manager.



8 REPAIRS - CONTINUED

- 8.10 You must not make any improvements, alterations, additions or changes to the structure of The Property, its fixtures, fittings, doors, boundary fence or wall or anything connected with the provision of services to The Property without prior written permission from us. You must comply with The Association's reasonable conditions in relation to any consent given to you. **It is unlikely that we will approve any structural alterations.**
- 8.11 You must not fit an aerial or satellite dish at The Property without The Association's written permission and the relevant planning permission. If The Association gives permission, The Association will specify areas where such items may be fixed
- 8.12 Any work you have done at The Property must be carried out by a competent and suitably experienced person. The Association may employ an appropriate person to inspect your improvements after they are completed. The costs involved, including a reasonable administration charge, will be recovered from you by way of Additional Rent. If The Association's contractor considers that the improvements have been completed to an unsatisfactory standard, The Association will require you to complete further works to The Property or require you to remove the improvement and reinstate The Property to its original condition. Should you not fulfil such a requirement The Association will carry out necessary works and recover the costs plus a reasonable administration charge from you by way of additional rent.
- 8.13 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at The Property. You are responsible for properly and adequately plumbing in washing machines and connecting gas appliances you own and for any extra/replacement pipe-work that may be required. All gas installations must be completed by Gas Safe registered installers. All electrical work must be completed by a qualified electrician. Proper certificates must be obtained and copies provided to your landlord. You must have any gas appliances you install serviced annually by a Gas Safe qualified person and provide sight of the certificate issued to the Association.
- 8.14 You must not remove or disconnect any mains operated smoke detector or any carbon monoxide detectors that The Association has installed.
- 8.15 You must maintain any battery operated smoke detectors in The Property.

NOTES

- i) Gas appliances must be installed by a qualified person. Ask your Housing Manager for advice. We will require sight of Gas Safe certificates for all gas appliance installations and annual servicing.
- j) This includes the fitting of gas appliances other than cookers, for example gas boilers, central heating systems, gas refrigerators, gas tumble dryers or gas washing machines.
- k) In the interest of fire safety, you must not remove or replace any internal or external doors.
- l) Permission will not be unreasonably withheld. (see 8.10)
- m) If you do make changes without our permission, we may restore The Property to how it was and charge you a reasonable cost for doing so as additional rent.
- n) We will only give our written permission for structural changes in very exceptional circumstances.; if approved you will have to obtain planning permission or have written proof that Planning permission is not needed. You will also need to follow, and prove you have followed, Building Regulation requirements. You must pay all costs associated with obtaining necessary permissions.
- o) This includes all your own gas and electrical appliances.
- p) We will maintain mains operated smoke detectors and carbon monoxide detectors.
- q) If we carry out the work in either of these cases, we may charge you the costs of the extra work incurred as additional rent.



8 REPAIRS - CONTINUED

- 8.16 You are responsible for repairs to The Property, which would not have been necessary if you had given The Association notice about another repair.
- 8.17 You are responsible for repairs, which either would not have been necessary at all or would not have been so extensive if you had given The Association notice earlier.
- 8.18 You must not use textured coatings (artexing) on walls and ceilings.

8.19 Telling The Association about repairs:

- 8.19.1 The Association cannot repair The Property unless you have contacted The Association to say what you think is wrong. The Association cannot accept any liability to repair The Property until you have made contact .
- 8.19.2 When contacting The Association about a repair for which you think The Association may be responsible, you must describe the problem and where it is, how long it has been there and how it has affected you. If you say that your personal possessions or property have been damaged or affected by it, you must advise The Association in writing, listing the items, the damage and their value or cost of repair.
- 8.19.3 If you do not contact The Association about possible disrepair, The Association will not accept that you have given The Association appropriate notice for The Association to visit and carry out any work that may be needed.

NOTES

r) You must contact The Association as soon as you are aware of the need for a repair that is the responsibility of The Association. (see 8.16)

Section 8.19

- a) You must contact the Association's Repairs Contractor 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 the Association owns and is responsible for maintaining, please contact the Association's Repairs Contractor as soon as reasonably possible,
- c) When telling The Association about a problem, you must make clear:
 - how and when we can contact you in response (for example, give The Association any relevant home or work telephone numbers)
 - what dates and times somebody will be in if The Association wants to visit
 - what dates and times are definitely inconvenient. If you do not make this clear, The Association will assume that it may visit any time during reasonable hours.



8 REPAIRS - CONTINUED

8.20 Period for Completion of Repairs

- 8.20.1 When you report a repair for which The Association is responsible, The Association will acknowledge the notification and tell you the maximum time that you will have to wait before the repair is completed.
- 8.20.2 For certain types of work or potentially high cost work The Association may ask its Repairs Contractor to carry out a detailed inspection.
- 8.20.3 If The Association fails to carry out a repair within the maximum time stated, you should contact the Association's Repairs Contractor and ask for the repair to be done.
- 8.20.4 The Association agrees you have the right to have repairs carried out to The Property as if Section 96 of the Housing Act 1985 (as amended) and the Regulations under that law applied to this Tenancy.

8.21 Access for the Purpose of Inspection and Repair

- 8.21.1 You must allow The Association access for inspection, servicing, repair, improvement **and maintenance work (including annual statutory gas checks and necessary surveys prior to implementing major refurbishment programmes) to be** carried out to The Property or any adjoining property at any time between 8:00am and 7:00pm and at any other time in an emergency. The Association will give you advance notice whenever possible. If you unreasonably refuse to allow The Association's officers or agents entry to inspect or repair, The Association may obtain an injunction from the Courts or seek possession of The Property and, in either event, The Association may seek costs against you. You must not allow access to anyone without first examining their identity card. All contractors carry identification.

NOTES

Section 8.20

- a) You should keep a note of your notification as confirmation of your request for a repair.
- b) If an inspection is necessary, the Association's Repairs Contractor will tell you the maximum time that you will have to wait for the inspection.
- c) After the inspection The Association will advise you of all the repairs that it will undertake and the timescale to complete them.
- d) You will have the right to have repairs carried out to The Property as if Section 96 of the Housing Act 1985 (as amended) and the Regulations under that law applied to this Tenancy. The Right to Repair Regulations provide that, in certain circumstances, if the Association does not carry out certain repairs in a reasonable time, you can ask 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 your Local Housing Manager, or Citizens Advice Bureau for more information.



8 REPAIRS - CONTINUED

- 8.21.2 Once you have told The Association about a problem with The Property, The Association will visit to inspect and, if possible, repair as soon as it can. How soon may depend upon the nature of the problem. If you believe you have found any hazardous substance you must not disturb it but report the matter to The Association immediately.
- 8.21.3 If The Association visits The Property and you are out, The Association will leave a card asking you to contact The Association (the card will say who and where), to make alternative arrangements. If you do not reply to this card, The Association may write to you again and remind you to make contact.
- 8.21.4 If you have not contacted The Association, The Association will assume that you do not consider there is a problem and do not want The Association to inspect or repair.
- 8.21.5 You must take steps to store or protect your possessions while repair work is being done.
- 8.21.6 If The Association makes appointments, which you break, and The Association is charged abortive fees by its Repairs Contractor, the Association will charge you for these costs plus a reasonable administration charge as Additional Rent.
- 8.21.7 The Association will try to warn you if it thinks any proposed repairs will inconvenience you. Certain repairs may unavoidably deprive you of certain facilities in The Property while the work is being done. For example, you may not be able to use your kitchen or bathroom.
- 8.21.8** If something belonging to you is damaged as a result of The Association's repairs and you think it is The Association's fault, you must notify The Association in writing within a period of 7 days or otherwise as soon as you are able from the time it was damaged or from the time you first became aware it had been damaged. You must take steps to prevent any further damage to your possessions once you have discovered the problem that is causing the damage.
- 8.21.9 We will remove all associated rubbish, building materials and equipment from The Property after repair work has been completed.

NOTES – Section 8.21

- a) We will try to tell you in advance when The Association proposes to visit, but will also rely on times and dates you have provided.
- b) In an emergency, such as a flood, The Association may take immediate action to gain entry to The Property to limit damage to The Property or adjoining properties.
- c) The Association will require access every 12 months to service gas appliances. If you do not allow The Association access, The Association may take immediate action to gain entry to do the work.
- d) Always ask to see the identity card of anyone who calls at The Property to carry out repairs and claims to work for The Association. If you are not sure that they work for The Association, do not let them into The Property and telephone your Housing Manager for confirmation.
- e) We recommend that you insure valuable items against accidental damage.
- f) We will take reasonable care when carrying out repair work.
- g) We may not be responsible if any of your property is damaged if you have failed to take reasonable steps to store or protect it.
- h) Where this is the case, The Association will take reasonable steps to provide you with temporary substitute facilities.
- i) A claim form is available from your Housing Manager.
- j) We may not accept liability for any alleged losses if you do not notify The Association as required.



8 REPAIRS - CONTINUED

8.22 Provision of Temporary Alternative Accommodation During Major Works

8.22.1 Sometimes the nature of the repairs that need to take place means that The Association needs to have vacant access to The Property. If your repair falls into this category, The Association will inform you and you must vacate The Property for the period The Association advises is necessary. The Association will provide you with temporary accommodation.

8.22.2 If The Association does not say The Association needs vacant access to The Property, you must decide whether you want to stay there during any works or find yourself temporary alternative accommodation.

NOTES – Section 8.22

- k) If you choose to remain in The Property during such repairs, you accept that you do so without The Association being responsible for providing you with temporary substitute facilities.
- l) If you have to vacate The Property we will try to assist with a range of alternatives, including temporary alternative accommodation. We will not be able to carry out certain types of repair at The Property until you have vacated and our responsibilities for these repairs may be suspended during this period.
- m) We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- n) If you do not accept a temporary property we offer you, you must at the same time tell The Association in writing whether or not you want The Association to continue looking. If you do not make this clear, we will assume that you want The Association to continue looking and therefore some of your repairs will continue to be postponed.
- o) If you need help to provide The Association with written confirmation please contact your Housing Manager.



9 HYGIENE

9.1 You, your friends and relatives and any other person living in or visiting The Property (including children) must:

- 9.1.1 Take reasonable steps to keep The Property free from rats, mice, wasps, ants, fleas and other pests.
- 9.1.2 Keep The Property clean and free from rubbish. If you don't, The Association will charge you by way of Additional Rent for any work The Association needs to do because of this, such as removing rubbish. If you do not pay, The Association may seek possession of The Property.
- 9.1.3 Not leave any personal belongings or rubbish in shared stairways, halls and landings. The Association will remove anything you leave in these areas and charge you by way of Additional Rent for the work.
- 9.1.4 Keep The Property free from bad smells.
- 9.1.5 Keep all shared areas free from obstructions.
- 9.1.6 Contact your Housing Manager immediately if the drains of The Property become blocked.
- 9.1.7 Keep all rubbish stored in bins (properly sorted for general rubbish and recycling) or plastic refuse sacks or boxes, positioned in a suitable place and made available outside The Property on the correct day for regular collection. Use communal bin stores correctly for the purpose provided; you must not put your rubbish out for collection in advance of the proper collection day
- 9.1.8 Not dump rubbish or fly tip.

NOTES

- a) You must tell Birmingham City Council's Environmental Services Department (Pest Control) or your Housing Manager immediately if your home becomes infested with rats. They will also give advice and guidance on other pests. You are responsible for dealing with such problems. (see 9.1.1)
- b) If we lawfully remove items, we will not be responsible for any loss you may suffer
- c) Bad smells do not include cooking smells.
- d) We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, for example, by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies down the toilet, we will charge you the cost, including a reasonable administration charge, by way of additional rent for the work.
- e) We can give you advice on where to put your weekly refuse and how to dispose of bulky items
- f) It is a tenant's responsibility to provide dustbins and lids
- g) Birmingham City Council's Environmental Wardens have enforcement powers to deal with such things as rubbish, littering, dog fouling, and fly tipping. We will work closely with these Officers to ensure the Estate is kept tidy and clean.



10 HEALTH AND SAFETY

10.1 For your own health and safety you, your friends and relatives and any other person living or visiting The Property (including children) must not:

- 10.1.1. Permit more than the maximum number of persons to reside in The Property
- 10.1.2. Use portable oil (except oil filled radiators), paraffin or gas cylinder heaters in any Association property.
- 10.1.3. Store or use in The Property, or any store, shed, garage or garden any inflammable furniture, petrol, paraffin, liquid petroleum, calor gas heaters or gas cylinders, other flammable materials, other than usual household goods in small quantities. Up to one gallon of fuel for garden maintenance equipment may be stored in a shed or outhouse, provided a suitable container is used.
- 10.1.4. Store or repair any vehicles, which are powered by petrol, diesel or paraffin in shared areas.
- 10.1.5. Store any appliances, which are powered by petrol, diesel or paraffin in The Property except lawn mowers and garden strimmers etc..
- 10.1.6. Interfere with any equipment, which is there for health and safety purposes, for example; for detecting or putting out fires in The Property, carbon monoxide detectors, door and/or gate entry systems and closed circuit television.
- 10.1.7. Do anything in The Property, which could cause a danger to anyone in The Property or in the local area.
- 10.1.8. Throw anything through the windows of The Property or from balconies.
- 10.1.9. Leave used syringes in areas where people in the Local Area may come into contact with them. Syringes must be disposed of safely.
- 10.1.10. Let anyone you don't know into the shared areas, for example, in blocks of flats where there are external locked doors.

NOTES

- a) The maximum number of people who can live in The Property is shown in your Tenancy Agreement.
- b) This may include storing large quantities of inflammable material such as paper
- c) We advise you to check smoke alarms in The Property regularly and replace batteries when necessary.
- d) Council Officers have enforcement powers to deal with such things as improper disposal of syringes, un-roadworthy and untaxed vehicles. We will work closely with these officers to ensure that the Estate is kept tidy, clean and safe.
- e) Please Contact Birmingham City Council for further advice on the safe disposal of syringes and medical waste.
- f) Always make sure you know who callers are before you let them into your home. (see 10.1.11)



10 HEALTH AND SAFETY - CONTINUED

- 10.1.11. Place anything on a window ledge or balcony, which could be a danger to anyone living in The Property or in the local area.
- 10.1.12. Shake mats or carpets from the windows or balconies.
- 10.1.13. Obstruct corridors, paths or stairs with rubbish, materials or old furniture or equipment.
- 10.1.14. Park vehicles in areas set aside for emergency vehicles or for vehicles of people with disabilities.
- 10.1.15. Delay telling your Housing Manager about any damage to The Property

NOTES

- h) Be aware of the danger of fire in your home and plan your exit route in advance. Do not block fire exits or leave furniture or belongings in communal areas.

If you discover a fire:

- Raise the alarm and warn all other residents if it is safe to do so.
- Leave the building closing doors behind you
- Call the fire brigade
- Stay out of the building until advised it is safe to return

You should also:

- Ensure that you can open all windows in your dwelling as a means of escape in an emergency
- Where window locks are fitted, (especially in pvc double glazed units) make sure the keys are readily accessible

If you did not have keys to the window locks in The Property at the start of your tenancy, contact your Housing Manager who will provide keys for you.



11 ANIMALS

11.1 If you live in a flat you must not keep a pet such as a dog (but you may keep a small domestic pet such as a gerbil or budgerigar), except where: -

- You have direct access from your flat to the roadway; and
- You have prior written permission from The Association to keep a pet.
- You have a guide dog for the blind or a hearing dog for the deaf or other specialist dog to assist you in coping with any disability

11.2 You, your friends and relatives and any other person living in or visiting The Property (including children) **must not**;

11.3.1 Keep or bring into the Local Area any animal, which has been classified as dangerous under the Dangerous Wild Animals Act 1976. You may not keep any dog classed as dangerous by the Dangerous Dog Act 1991 without written consent of the Association. Your visitors must not bring such dogs into the Local Area.

11.3.2 Keep any pet in poor or unsanitary conditions.

11.3.3 Keep livestock at The Property. This includes pigeons and aviary birds

11.3.4 Keep any animal, which The Association feels is unsuitable. The Housing Manager will advise you on whether an animal is unsuitable.

NOTES

- a) If you keep any dog classed as dangerous by the Dangerous Dog Act 1991, you must comply with the Act (you are reminded that all dogs covered by the Act are required, by law, to be tagged with the owner's name and address)
- b) When considering what is reasonable and suitable, the Association 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.
- c) You cannot keep pigeons/birds in a pigeon loft or aviary
- d) We will require you to remove any animals that you do not have permission to keep through this Agreement or any animal, which is unsuitable or causes a nuisance.
- e) 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 the cost for doing this.
- f) If you are evicted, the Association will not re-house you. This may also affect your ability to be re-housed by another landlord.



11 ANIMALS – CONTINUED

- 11.3.5 Allow your pets or those of your visitors to cause a nuisance, by, for example, fouling communal areas such as stairs and landings, parks, other grassed areas or the public highway or making excessive noise such as barking.
 - 11.3.6 Breed any animals or birds at The Property causing a nuisance to neighbours and risk to health.
 - 11.3.7 Allow any animal you keep at The Property to cause a nuisance to anyone in the local area, including Association Directors, agents and contractors. Animals must be kept under proper control at all times.
- 11.3 If The Property is not a flat (so would usually be a house) you, your friends and relatives and any other person living in The Property (including children) **MUST:**
- 11.4.1. Get The Association’s written permission if you wish to keep more than one dog.
 - 11.4.2. Be responsible for providing and for the future maintenance of any fencing specifically required to control your or your visitors’ animals.
 - 11.4.3. On giving 7 days Notice in Writing or a shorter period that The Association might (acting reasonably) require you to remove, permanently, any animal that you are responsible for from The Property and the Estate.

NOTES

- g) You are advised to obtain insurance to cover any damage, injury or nuisance caused by your or your visitors’ animals.
- h) Permission will be withdrawn where a dog is left alone in any Association property while you are at work or absent for long periods.
- i) Birmingham City Council’s Environmental Wardens have enforcement powers to deal with such things as improper disposal of dog fouling and noise pollution. We will work closely with these officers to ensure the Estate is kept tidy, clean and safe



12 GARDENS

- 12.1 You must keep all garden areas, for which you are responsible, neat and tidy. Bin stores, drives and pathways must be kept free from rubbish and weed growth so that these areas can not be considered an eyesore. You must not cause excessive pollution by the use of bonfires.
- 12.2 You must not build a garage, conservatory, extension or other structure in your garden without The Association's prior written permission.
- 12.3 You must not put a greenhouse shed or other structure in a shared garden, communal area or on your drive; a greenhouse or shed larger than 48 square feet in your garden or more than one greenhouse, shed or other structure in your garden without getting The Association's prior written permission.
- 12.4 You must not remove, alter, replace or plant any boundary hedge or fence at The Property without getting The Association's prior written permission.
- 12.5 You must not plant large, fast growing shrubs or trees in your garden. You must not plant, or allow to be planted, in the garden or in the vicinity of The Property any tree that can reach a mature height of more than 4 metres. You must ensure that any planting does not cause damage to the Premises or adjoining premises.
- 12.6 If your plants or trees cause a nuisance, you must prune or remove them as necessary. If you do not we may do the work and charge you the cost by way of Additional Rent.

NOTES

- a) If you fail to keep your garden tidy and free from rubbish, we may carry out any necessary work and charge you the cost by way of additional rent.
- b) You must obtain, and pay all costs associated with obtaining, any necessary permissions such as Planning Permission and permissions required under Boundaries and Walls Legislation before erecting any garage, shed greenhouse or other structure in your garden or prove to the Association that such permissions are not required before you seek permission from the Association to erect such structures. You must also comply with any Building Regulations that apply and prove to the Association that you have done this. We reserve the right to ask you to remove any garage, conservatory, shed, greenhouse or other structure that causes a nuisance or is not properly constructed.
- c) You will be recharged by way of additional rent for work that the Association must carry out if a boundary fence or hedge is removed and not replaced to a satisfactory standard.
- d) 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 the cost by way of additional rent.
- e) If you do not pay additional rent and/or other charges, we will seek possession of your home.
- f) If you are over 60 years of age or you are registered as disabled and you are unable to carry out work to your garden and have no other members of your household, or relatives or friends to assist you, then The Association will try to help you or arrange help for you to tidy your garden.



12 GARDENS – CONTINUED

- 12.7 You must not store rubbish, dangerous items, indoor furniture, disused household appliances, inflammable materials or gas or vehicles in the garden area. If you do The Association may remove the items and charge you the cost for doing this by way of Additional Rent.
- 12.8 You must not pour hazardous substances, including oil and chemicals, down any drains at The Property; you must not dispose of such items anywhere in your garden or anywhere on the Estate.

NOTES

- a) Birmingham City Council's Environmental Wardens have enforcement powers to deal with such things as rubbish and improper disposal of hazardous items. We will work closely with these officers to ensure the Estate is kept tidy, clean and safe



13 VEHICLES

13.1 You, your friends and relatives and any other person living in or visiting The Property (including children) MUST NOT:

- 13.1.1 Park or allow anyone else to park any vehicle anywhere on The Property unless The Property has a garage, designated parking space/s or a drive with a dropped kerb. You must not use these spaces for any other purpose or prevent them from being used for parking your vehicle/s
- 13.1.2 Build a garage without The Association's prior written permission.
- 13.1.3 Park, or allow anyone else to park, any motor home, caravan, boat, or trailer, at The Property or anywhere on the Estate; You must not park, or allow anyone else to park, any lorry or commercial or business vehicle which weighs more than one ton at The Property or anywhere on the Estate.
- 13.1.4 Carry out any repair or otherwise work on any vehicle at The Property that is not owned by you or anyone living at The Property or is not registered in your name or that of anyone else living at The Property or which is not normally kept or not allowed to be kept at The Property.
- 13.1.5 Cause nuisance to neighbours or damage to pathways, drives and so on through leakages or spillages, (for example oil spillage when repairing your vehicle). You will be liable to repair any damage caused.
- 13.1.6 Park any vehicle, motor home, trailer, caravan, lorry or boat which is illegal, is not taxed (including vehicles covered by current in force Statutory Off Road Notification SORN), is not roadworthy, or is in disrepair on any land belonging to The Association or anywhere on the Estate. If you do, The Association may remove the vehicle. You will be charged the cost for its removal including a reasonable administration charge, as Additional Rent. You must remove any un-roadworthy vehicle or untaxed vehicle from land owned by the Association, no more than 7 days after the Association has informed you in writing that the vehicle must be removed.

NOTES

- e) Where the Association has provided you with designated parking spaces you must use them to park your vehicle. You must not use them for any other purpose or prevent them from being used for parking your vehicles.
- f) You may not convert any part of The property to a car parking space
- g) We will require reinstatement if your use of the garage causes a nuisance.



13 VEHICLES – CONTINUED

- 13.1.7 Park or drive any vehicle on any grassed area or drive vehicles over kerbs which have not been lowered anywhere on the Estate.
- 13.1.8 Park any vehicle in an area not designated for parking or drive any vehicle in prohibited areas e.g. pedestrian areas.
- 13.1.9 Park any vehicle on a designated area set aside for emergency vehicles, or for vehicles of disabled persons, or in spaces designated for other households or park in any area which would block or make access difficult for emergency vehicles or refuse collection vehicles or other road users and pedestrians.
- 13.1.10 Store or repair motorbikes or parts of any vehicle inside The Property or in shared areas.
- 13.1.11 Sell, rent or give away a parking space, which The Association provides for you.
- 13.1.12 Double park vehicles, or park in a way, which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 13.1.13 Allow anyone, other than your household, family and visitors, to park vehicles at The Property. Visitors vehicles may not be parked for prolonged periods at the Property.



14 USING THE PROPERTY

14.1 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.

NOTES

- a) You must not run a business from your home without our written permission. We will not refuse permission unless the business is listed as one that we will not approve or we feel the business is likely to cause a nuisance to other people, or damage The Property. We will consult your neighbours and seek their approval before considering your application.
- b) You must obtain, and pay all costs associated with obtaining, any additional permissions, including planning permission, before you apply to the Association for permission. 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 and you will be required to prove to the Association that you have so registered before we permit you to run a business from The Property.
- c) Any approval we give will be for a specific proposal. You may not use one permission to justify any other business use.
- d) We will withdraw our permission if:
 - The relevant permissions are not granted or are withdrawn
 - After permission is granted, the business causes a nuisance
- e) **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, controlled substances such as potentially hazardous chemicals
 - shops or wholesale businesses where customers would have to visit The Property
 - sauna, massage or special treatments
 - any business that would cause a nuisance by the parking of additional or any commercial type vehicles i.e. taxi or vehicle hire
 - Any business that would generate noise that could be heard from outside The Property
- f) For further information and advice please contact your Housing Manager.
- g) Birmingham City Council's Environmental Wardens work closely with other public agencies such as the Police. Council Officers and the Police have enforcement powers to deal with such things as running businesses such as those for immoral purposes and car repairs from domestic property. We will work closely with these officers and the Police to ensure the Estate is kept tidy, clean and safe.



15 ENDING YOUR TENANCY

15.1 When you move out of The Property you **must**:

- 15.1.1 Give The Association four weeks notice in writing ending at 12:00 noon on a Monday, that you want to leave The Property. If you are in arrears of rent and other charges you will still be liable to pay those monies to The Association. You will also be liable for any repairs or other costs that The Association's vacation inspection identifies. **Your Notice must include the date and your new address and must be signed by you.** If you give less than 4 weeks' notice you will still be responsible for 4 weeks rent and other charges. **Provided the correct Notice period has been given, the Notice is effective from the date The Association receives it and not the date it was written or posted.**
- 15.1.2 Give The Association clear vacant possession on or before the termination date and time. You must not allow anyone to remain in The Property.
- 15.1.3 Allow the Association's representatives access to you home at all reasonable times for the purpose of an inspection to establish the condition of The Property. You will be required to put right any damage identified as your responsibility and do anything required including cleaning, redecorating, painting, repairing plaster when pictures, shelves or furniture etc. are removed and removal of rubbish in order to ensure The Property will be in a condition, when you leave, to allow a new tenant to occupy The Property immediately after your tenancy ends. If this is not possible you will be held responsible for any Rent lost and other charges. You will be given, and required to sign, an inventory identifying the condition of The Property at the time of the inspection and you will have to give an undertaking to carry out all necessary works etc. to bring The Property to a good tenable condition. Once The Property is empty the Association will re-visit to identify any additional damage or agreed works you have failed to carry out. You will be charged the cost including a reasonable administration charge for carrying out repairs and other works that are your responsibility.

NOTES

- a) If you wish to end your tenancy you must advise The Association as soon as possible and allow The Association to inspect The Property. Once the inspection has taken place The Association will accept proper notice from you in accordance with section 17.1.1
- b) If a sole tenant dies, four weeks notice is not required, The Association may allow an extra week to enable The Property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. In these circumstances, further advice is available from your Housing Manager. **You should be aware that Benefits cease immediately a person dies and the deceased persons estate will be liable for full rent and other charges until the tenancy ceases.**
- c) If you leave your home without telling us, The Association may, depending on the circumstances, consider The Property as 'abandoned' and take steps to end your tenancy and regain possession of The Property. You will not be re-housed by the Association.
- d) We will charge you the cost of all repairs and other works for which you are responsible and repairs and other works that are needed because you abandoned The Property
- e) We will take steps to evict anyone else who you have left at The Property. We will charge you the cost for doing this including any lost **Net** Rent and other charges.
- f) We will take reasonable steps to contact you regarding items left at The Property



15 ENDING YOUR TENANCY - CONTINUED

- 15.1.4 Give The Association all the keys to The Property (including any additional keys you have had cut or purchased from The Association) on or before 12:00 noon on the tenancy end date. This includes all keys to The Property, keys to communal areas and door entry fob keys. If you do not give The Association all the keys to The Property The Association will charge you for any Rent and other income lost as a result and the cost of gaining entry and replacing the keys and locks of The Property.
- 15.1.4 Pay all Rent and other charges up to the date of the end of your tenancy, including any arrears and other charges from previous tenancies owed to the Association.
- 15.1.5 Remove your furniture, furnishings, clothing and rubbish at, or before 12:00 noon of the day your tenancy ends. Any items left in The Property after you have returned all keys to The Association or where your tenancy has ended may be sold or disposed of seven days after attempting to give you notice. The Association's costs will be payable by you. Any money collected from any sale will be first credited against any money that you owe The Association.
- 15.1.6 Leave The Property and garden in a clean tidy and secure state. If you do not, The Association will charge you the cost including a reasonable administration charge for cleaning up after you.
- 15.1.7 If you remove any improvements, fittings or fixtures that you installed including where The Association has required such removal, you must put The Property back to the way it was before you installed them. If you do not, The Association will charge you the cost including lost Rent and other charges and a reasonable administration charge for having to do this. If you remove your light fittings you must leave all lighting capable of being safely used by installing ceiling roses and bulb fittings and switches. If you remove gas fittings the supply must be properly capped by a Gas Safe registered person and a proper certificate produced to us.

NOTES

- g) Where there is a joint tenancy, service of a valid Notice to Quit by only one joint Tenant will be effective to end the tenancy, even if the other Tenant objects. On the expiry of the notice, the joint Tenant will be required to vacate. The Association, at its absolute discretion, may consider whether to grant the remaining Tenant a new Starter Tenancy but it is not obliged to do so.
- h) You **must** tell The Association if you will be away from The Property for more than 28 days
- i) If The Association needs to do additional work because of damage caused by tiles, cladding, wallpaper, artex, light fittings, curtain track and so on being removed, The Association will charge you the cost including lost **Net** Rent and other charges and a reasonable administration charge for doing this.
- j) If you do not pay any **Net** Rent, Additional Rent or any other charges owing to The Association when you end the tenancy, The Association will go to Court and ask for a Money Judgement Order to recover the debt. The Association will not re-house you in the future. This may affect your ability to obtain credit in the future. It may also affect your ability to obtain accommodation with another landlord.



15 ENDING YOUR TENANCY - CONTINUED

- 15.1.8 Allow The Association access to The Property during the Notice Period. This may include viewings with prospective tenants.
- 15.1.9 Make sure all fittings and fixtures you have installed and which The Association has agreed you may leave in The Property are in good working order. You may not leave any electrical or gas appliances in The Property unless you have recently issued certificates from a qualified electrician or a Gas Safe qualified person that the appliances are safe and in working order.
- 15.1.10 If The Association requires you to you must, even where The Association has given you permission to carry out improvements, alterations etc.; return The Property to its original design and state. If you fail to do this The Association will carry out the necessary works and charge you with the cost of so doing including a reasonable administration charge and any lost Rent and other charges .



16 WRITTEN PERMISSION

16.1 You must get The Association’s written permission before you:

- 16.1.1 Carry out any alterations specified in Appendix E to this agreement. Note that you must not carry out any structural alterations in any event.
- 16.1.2 Put a greenhouse, shed or outbuilding (larger than 48 square feet) in your garden
- 16.1.3 Put more than one greenhouse, shed or outbuilding in your garden
- 16.1.4 Put any greenhouse, shed or outbuilding in a shared space
- 16.1.5 Fit any security gates, doors or window shutters
- 16.1.6 Fit an aerial, telephone dish, satellite dish or receiving antennae other than a conventional television serial.
- 16.1.7 Run a business from home
- 16.1.8 Remove, alter, replace or plant any boundary walls, fences or hedges
- 16.1.9 Exchange or transfer The Property
- 16.1.10 Keep more than one dog
- 16.1.11 Keep a breed of dog designated by Law as dangerous

To apply for The Association’s written permission, please write to your Housing Manager

NOTES

- a) Before we can consider giving our written permission, you must have applied for and paid all associated costs and received all additional permissions required including but not restricted to Planning Permission and permissions required under Boundaries and Walls legislation. If the subject of your application includes building work that comes under Building Regulations you will have to follow, and prove you have followed, those regulations.
- b) We will withdraw our permission if the relevant planning and other permissions are refused or withdrawn, and we will usually withdraw our permission if a nuisance is caused.
- c) If we give permission we may attach conditions, which will have to be met in full
- d) Our written permission will not be unreasonably withheld or delayed
- e) We will only give permission for security gates, doors or window shutters which meet approved health and safety standards.

IF WE REFUSE PERMISSION

- f) If there is a dispute about whether The Association has unreasonably withheld its content it will be for The Association to prove it did not.



16 WRITTEN PERMISSION – CONTINUED

NOTES

When considering if The Association was unreasonable to withhold consent the following things will be taken into account:

The extent to which the application would be likely to: -

- make The Property, or any other property, less safe for occupiers;
- cause The Association to incur expenses which it would not be likely to incur if any improvement was not made;
- reduce the price The Property would fetch if sold on the open market or The **Net** Rent The Association would be able to get on letting The Property.
- reduce the number of occupants that can live in the home or
- cause the Home to be over/under occupied
- cause a nuisance to neighbours or anyone else.

Reasons for refusing permission

- The Association will, if it refuses consent, give you a written statement of its reasons for refusal.
- Where The Association neither gives nor refuses consent within one month, it will be treated as having withheld its consent.
- The Association may make its consent subject to reasonable conditions. If there is a dispute as to whether or not any of The Association's conditions are reasonable, it is for The Association to prove they are.

If you do not satisfy all or any of The Association's reasonable conditions you will be in breach of this tenancy

WRITTEN PERMISSION



17 WRITTEN NOTICES

- 17.1 We will serve all notices, for example a Notice of Seeking Possession and Notice to Quit, at your last known address.
- 17.2 We will assume you have received all letters and notices on the second day after posting if The Association posted them first class, or on the next day if The Association delivered them by hand.
- 17.3 You must serve all notices relating to your tenancy at your Local Housing Office, except notices of Court action. Notices of Court action must be sent to the Association's registered address.

NOTES

- a) We will consider your last known address to be The Property that this agreement relates to unless you tell The Association you have moved.
- b) **Registered Address:**
c/o Anthony Collins Solicitors,
134 Edmund Street
Birmingham,
B3 2PL

Tel: 0121 200 3242



APPENDIX A – RIGHTS OF SUCCESSION

1 When Your Partner Can Take Over Your Tenancy If You Die:

- 1.1 On your death and as long as you did not become a tenant by succession, the Tenancy will automatically pass to your husband, wife or partner if s/he lives in The Property as his or her only or principal home.
- 1.2 If you became a tenant by succession your husband, wife or partner are excluded from acquiring this tenancy by succession if:
 - You became the tenant when your husband, wife or partner died because you lived in The Property as your only or principal home when he/she died; or
 - You became the tenant under the Will of, or inheritance laws which applied to a previous tenant; or
 - You were a joint tenant and became a sole tenant when the other tenant(s) died; or
 - You became the tenant by succeeding to a tenancy governed by the law in the Rent Act 1977 or the Rent (Agriculture) Act 1976; or
 - Before you were granted a tenancy of The Property you became a tenant of the same, or substantially the same Property by succession in one of the ways listed above and since then you have been a tenant of The Property or substantially the same Property; or
 - You became a tenant when the Tenancy was transferred to you by assignment unless you were ordered to make the transfer by a Court Order and your husband, wife or partner had become a tenant by succession; or
 - Within the six months before you died you had a different tenancy of another property belonging to The Association and you became the tenant of that property by succession.

2 Same Sex Couples

- 2.1 The Association agrees to accept and treat anyone who was living with you as a partner of the same sex as your husband or wife.



APPENDIX B - GROUNDS FOR POSSESSION

This summarises the circumstances in which The Association can ask the Court to make you leave The Property. (A copy of the grounds for possession is available for you to look at from The Association at its registered address).

- **Rent and Other Charges:** If you have not paid The Rent and other charges (including Additional Rent), which are due (Ground 10).
- **8 Week's Rent Arrears:** If at the date of the notice and at the date of the Court hearing at least 8 weeks' Rent is unpaid (Ground 8)
- **Breaching the terms of your Tenancy**
If any of the conditions in this Tenancy has been broken, or not kept (Ground 12).
- **Damage to The Property** If you, anyone living with you, your visitors and pets or pets accompanying your visitors have caused damage to, or failed to look after The Property or any stairs, gardens or other common parts which you can use under this Tenancy; and if the damage or failure is caused by someone who lives with you or your visitors: or if you have not taken reasonable steps to get them to leave; (Ground 13).
- **Nuisance** If you, or anyone living in or visiting The Property, has been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality; or you have been convicted of using The Property for immoral or illegal purposes or of an arrestable criminal offence carried out at or in the locality of The Property; (Ground 14).
- **Domestic Violence** If The Property was occupied by you and your partner and one of you has left because of violence made by the other partner or members of their family. The Association will review the validity of the remaining partner as a tenant. (Ground 14A).
- **False Statements** If The Association was persuaded to grant you the Tenancy as a result of a false statement made knowingly or recklessly by you or someone you encouraged to do so (Ground 17).
- **Getting the Tenancy under a Will or Intestacy** Where someone who is not your spouse or partner or otherwise entitled to become the tenant of The Property under this Tenancy becomes a tenant under your will or intestacy; (Ground 7) but The Association will only begin possession proceedings on this ground within 12 months of your death or, if a Court so directs, within 12 months of a later date on which The Association, in the Court's opinion, became aware of your death.
 - **Alternative accommodation (including Clauses 3.12.1 to 3.12.5)** If suitable alternative accommodation is available for you via The Association, the Local Authority or a Registered Social Landlord or will be available for you when the order for possession takes effect; (Ground 9)
- **Cessation of Assured Tenancy** If the Tenancy stops being an Assured Tenancy, (because, for example, you stop living in The Property as your only home) The Association can end the Tenancy by giving you four weeks' notice to quit in writing.
- **Injunctions** As well as, or as an alternative to, possession proceedings under the grounds set out above, The Association can ask the Court to order you to keep, or to order you to stop breaching, your obligations under this tenancy.



APPENDIX C – WHAT IS ANTISOCIAL BEHAVIOUR?

The list below will always be classed as antisocial behaviour:

- Using or threatening violence
- Racist behaviour, including literature, letters, and verbal abuse
- Harassment, for example, because of a person's colour, race, sexual orientation, gender, age, disability, mental illness
- Prostitution
- Dealing in pornography
- Criminal activity in properties
- Drug and alcohol abuse, substance misuse or drug dealing
- Verbal abuse and offensive gestures
- Domestic violence
- Damaging property including cars and bicycles
- Arson or attempted arson
- Dumping rubbish and furniture
- Putting offensive materials through letterboxes
- Malicious phone calls
- Writing and/or spraying graffiti
- Storing or repairing any vehicles which are powered by petrol, diesel or paraffin in shared areas
- Throwing things off balconies or out of windows
- Breaking shared security, for example, allowing strangers to get into the building
- Blocking communal areas; playing ball games in areas where this is prohibited.
- Corrupting public morals
- Having firearms in The Property
- Having air guns or any device capable of discharging any substance/projectile in The Property
- Storing fireworks in the Property

The following is antisocial behaviour when it causes a nuisance:

- Not exercising adequate parental control
- Playing music so that it can be heard outside The Property
- Banging and slamming of doors
- Playing ball games close to people's homes out buildings or vehicles
- Skateboarding, roller-skating and cycling on footpaths, and in communal areas
- Being drunk in public
- Excessive barking of dogs or dogs fouling in communal and public areas
- Not keeping pets under control
- Causing a nuisance in communal areas, for example, fouling.
- Making unfounded complaints.
- Excessive use of garden bonfires
- Use of fireworks



APPENDIX D – MINOR REPAIRS AND MAINTENANCE

You are responsible for carrying out minor repairs to The Property so as you keep it in a tenable condition, including: -

- All internal decorations to The Property – The Property must be kept in a clean, tidy, hygienic and tenable condition at all times.
- Maintenance or replacement of any item installed by yourself.
- Replacing light bulbs (excluding security light bulbs), fluorescent tubes, starters and fuses.
- Resetting of electrical circuit breakers
- Replacing floor coverings – other than specialist floor coverings in kitchens and bathrooms.
- Replacing plugs and chains to baths, basins and sinks.
- Repairing or re-fixing pelmets, skirting boards, architraves, dados, curtain rails, battens, picture rails and hat and coat hooks
- Filling minor internal cracks in wall plaster.
- Routine igniting of boiler pilot lights and resetting timer controls and pressure settings
- Altering kitchen units to fit in new appliances – you will need written permission from the Association before undertaking such alterations.
- Repairing or replacing washing lines or posts unless in a communal area.
- Providing extra security locks, bolts and chains etc. to doors, gates, sheds, outbuildings etc.
- Bleeding of radiators.
- Plumbing and/or fitting of appliances e.g. washing machines, dishwashers and cookers.
- Providing additional power sources, light fittings and sockets.
- Cutting extra keys for door and window locks
- Replacing keys and locks where keys have been lost or stolen as well as any repairs caused by forcing or gaining access to The Property if you lock yourself out. Lock replacements will be carried out in cases of evident criminal damage and for which a crime number is obtained within two days of the incident or two days of the discovery of the incident

The kinds of repairs you are responsible for

- Replacing or re-fixing bathroom fittings such as toilet roll holders.
- Environmental treatment of rats, wasps and ants nests, other vermin, flea or beetle infestation.
- Adjusting or replacing door chains, door numbers and letter plates and covers
- Repairing or re-fixing cupboard catches, handles and hinges
- Repairing or re-fixing and replacing locks, catches bolts etc. to doors
- Repairing or re-fixing and replacing locks, catches bolts etc. to garage doors, gates and sheds.
- Replacement of back-up batteries to smoke detectors.
- Replacement/provision of fencing to a higher standard than original.
- Glazing - except in cases of evident criminal damage and for which a crime number is obtained within two days of the incident or two days of the discovery of the incident.
- Repairs and replacements as a consequence of damage deemed to be caused deliberately or negligently by you, members of your family, visitors to The Property and pets.
- Repairing, re-fixing or replacing TV aerials and satellite dishes etc. not fitted by The Association
- Unblocking sinks, basins baths and showers if the blockage is within The Property.
- Lagging and other insulation material.
- Repairing, re-fixing or replacing doorknockers, door bells etc.
- All non statutory repairs if your rent account is in arrear
- Other minor items of low value.

We will replace these items, if it is necessary, as part of a major repair or The Association is required to do so as a result of The Association's statutory obligations.

If you report any of the above to The Association's Repairs Contractor and the works are carried out, The Association will recharge you for the cost of the work (including a reasonable administration charge) by way of additional rent.



APPENDIX D – MINOR REPAIRS AND MAINTENANCE - CONTINUED

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

- Door handles (including gates sheds outbuildings etc.)
- Sealant around sinks, baths shower trays and kitchen work surfaces
- Cylinder jackets
- Toilet chains/handles
- Clothes line posts
- Door numbers, door bells and letter plates

You are responsible for carrying out the following:

- Setting and resetting timer equipment
- Replacing fuses and batteries
- Removing scale from taps, sinks, baths and toilet pans with de-scaler
- Lubricating hinges and locks.
- Preventing damage to The Property from freezing conditions
- Keeping The Property secure
- Clearing blockages to sinks, basins and showers etc.
- Preventing blockages in toilets, drains and sewers.
- Preventing build up of condensation in The Property – see opposite
- Preventing deterioration to The Property by reporting repairs that are The Association’s responsibility promptly
- Carrying out repairs that you are responsible for promptly.
- Testing that smoke detectors are working properly.

In relation to moisture building up, reasonable steps include the following:

- Keeping The Property reasonably 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 The Property.
- Not using un-vented tumble dryers, or cookers, 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 The Association has provided in The Property,
- Not overcrowding The 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.
- Taking reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors and the window frames.



APPENDIX E – IMPROVEMENTS AND ALTERATIONS

You should assume that you need written permission to carry out any alteration or change to The Property even if not covered in the following list. If you are a Starter Tenant you are likely to be refused permission to carry out any alteration or improvement.

An improvement, alteration, addition or change includes (but is not limited to): -

- Installing or altering central heating. **The Association no longer allows the installation of gas fires in its dwellings;**
- Installing or modifying kitchen or bathroom cupboards and fittings such as sinks and baths.
- Changing or altering windows or doors or removing doors
- Knocking out, or major modification to walls, or partitioning a room
- Erecting any structure in the garden of The Property other than a wooden shed 8' x 6' or smaller, a greenhouse 8' x 6' or smaller and fencing not higher than 1.8 metres and of close board construction utilising new materials
- Cutting down any tree, or removing any hedge or making a vehicular access from the highway into The Property;
- Putting up any aerial or satellite dish etc. No satellite dishes will be allowed on the front elevation of The Property or if visible from the highway.
- Altering or removing railings, boundary walls and gates
- Changing or fitting staircases, banisters or hand rails
- Making any adaptations to meet disability needs such as installing hand rails, hoists, stair lifts, lifts and ramps
- Altering electrical circuits
- Altering gas, water drainage or sewer pipes
- Removing, changing or replacing skirting boards
- Altering the roof, such as installing skylights
- Adding a conservatory
- Adding a porch
- Adding a canopy
- Adding a Garage
- Installing or removing a shower
- Installing fitted furniture such as wardrobes
- Adding patio doors
- Changing the exterior appearance of The Property – such as painting brickwork or applying cladding
- Applying leading to windows
- Extending or constructing patios or paved areas and paths
- Anything that involves altering or removing The Association's components, fittings or equipment

You must consult with The Association before making any alterations to establish if permission is required. The Association is unlikely to approve any structural alterations.

The Association will insist that all works are carried out by suitably qualified tradesmen; and that appropriate materials are used. Depending on the nature of the works, The Association will inspect all works during and/or after construction.



YOUR ACCEPTANCE OF THE TENANCY CONDITIONS

YOUR ACCEPTANCE OF THE TENANCY CONDITIONS	<p>I/we have read, the Association's "Tenancy Conditions" and I/we acknowledge receipt of the Section 48 Notice (Landlord and Tenant Act 1987) referred to in this Agreement, and The Tenants' information pack. I/we understand that if I/we have or anyone else on my/our behalf has provided false information in order to secure the granting of this tenancy I/we will be in breach of this agreement and the Association will be entitled to commence possession proceedings to recover possession of The Property.</p> <p>Signed (Starter Tenant).....</p> <p>Date.....</p> <p>Signed (Starter Tenant).....</p> <p>Date.....</p> <p><i>(Signed on behalf of the Association)</i>.....</p> <p>Date.....</p>
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Contact details in the event of an emergency etc,

Name:

Address:

Relationship:

Telephone Number

Mobile Phone Number

E mail address

