



Tenancy agreement

Contents

	Page
1 Serving notices	3
2 Your tenancy agreement	4
3 Our responsibilities	7
4 Your rights as a tenant	10
5 Rent	14
6 Ending your tenancy	16
7 Property	17
8 Access to your property	20
9 Maintenance and repairs	21
10 Antisocial behaviour	25
11 Vehicles	30
12 Animals	32
13 Furniture	33

1 Serving notices

Any notice you give us (including notices in proceedings) should be served as follows.

General notices (housing matters) should be sent to:

The Operations Director
Sandwell Homes
Sandwell Road
West Bromwich
West Midlands
B70 8TB.

Notices in proceedings (including section 82 of the Environmental Protection Act 1990) should be sent to:

The Chief Executive
The Borough Council of Sandwell
Sandwell Council House
PO Box 2374
Oldbury
West Midlands
B69 3DE.

Notices in relation to an application for arbitration should be sent to:

The Chief Executive
Arbitration Officer
The Borough Council of Sandwell
Sandwell Council House
PO Box 2374
Oldbury
West Midlands
B69 3DE.

2 Your tenancy agreement

This is a very important document. Please read it carefully. It is the legal contract between you and us, and lists your and our rights and responsibilities. You should get advice if there is anything in this document that you do not understand. Your local neighbourhood office, citizens advice bureau or a solicitor should be able to help you.

There are two main kinds of tenancy – an introductory tenancy and a secure tenancy. There is also a third type – called a demoted tenancy – which is created following court proceedings brought against a secure tenant who has behaved antisocially. This agreement covers all three types of tenancy.

Whether you are an introductory tenant, a secure tenant or a demoted tenant, it is important that you keep to your tenancy agreement. If you do not, we may take action against you, which could include ending your tenancy. Please be aware that if we repossess your property due to antisocial behaviour, this could lead not only to you losing your tenancy but also to us refusing to house you in the future. If you leave council accommodation and are behind with your rent payments, in most cases we will not be able to find you accommodation again until you have paid us the money you owe.

a Introductory tenancies

All new tenants are given an introductory tenancy that lasts for 12 months. The introductory tenancy is a trial period for you to show us that you can keep to this tenancy agreement. If you have kept to this tenancy agreement, your tenancy will automatically become a secure tenancy. We can extend an introductory tenancy to 18 months if we are not sure whether you are keeping to the tenancy agreement. As an introductory tenant, if you fail to keep to your tenancy agreement and we decide to take action to end your tenancy, we can do so more easily and quickly than with a secure tenancy. This is because the court has only limited powers to prevent a possession order being made against an introductory tenant.

If we decide to take action to end your tenancy, we will serve you with a notice to terminate. If this happens you will have the opportunity to ask us to review our decision to serve you with a notice to terminate. You must make this request in writing within 14 days of receiving the notice.

2 Your tenancy agreement (continued)

a Introductory tenancies (continued)

Your rights as an introductory tenant

Introductory tenants have most of the rights of a secure tenant, but you cannot:

- apply for the right to buy;
- sublet any part of your property;
- vote in a ballot to change to a new landlord;
- take in a lodger without the written permission of the operations director;
- exchange the property (that is, a mutual exchange); or
- make any structural improvements or alterations to the property. You may, however, apply for permission to put up garden fencing or a garden shed. You will also be allowed to decorate your property and, where appropriate, to have disabled adaptations carried out to your property.

b Secure tenancies

If you are a secure tenant, it means that you can keep your property for as long as you want unless there is a legal reason for us to repossess the property. These legal reasons are called 'grounds for possession' and are found in the Housing Act 1985. For us to either gain possession of your property or make you move to another property, a county court must agree with our request. Your local neighbourhood office can give you more information on the grounds for possession, but the most likely grounds would be where:

- you have fallen behind with your rent payments;
- you have broken your tenancy agreement in relation to antisocial behaviour;
- you have given false information in your housing application.

We can take legal action (for example, an injunction or demote your tenancy) to order you to meet any part of the tenancy agreement.

Your rights as a secure tenant

As a secure tenant, you have the right to:

- apply for the right to buy your property;
- apply for permission to sublet any part of your property;
- vote in a ballot to change to a new landlord;
- take in a lodger without the written permission of the operations director;
- exchange the property (that is, a mutual exchange); and
- apply for permission to make any structural improvements or alterations to the property.

2 Your tenancy agreement (continued)

c Demoted tenancies

We now have the power to apply to a county court for a demotion order if a secure tenant has broken their tenancy agreement by behaving antisocially. A demotion order converts a secure tenancy to a demoted tenancy. A demoted tenancy is similar to an introductory tenancy in that it is a trial tenancy for a period of 12 months.

During this period, if you fail to keep to your tenancy agreement and we decide to take action to end your tenancy, we can do so more easily and quickly than with a secure tenancy. This is because the court has only limited powers to prevent a possession order being made against a demoted tenant.

If we decide to take action to end your tenancy, we will serve you with a notice of proceedings for possession. If this happens, you will have the opportunity to ask us to review our decision to serve you with the notice. You must make this request in writing within 14 days of receiving the notice of proceedings for possession.

During that trial period of 12 months, you must show that you can look after your property and keep to this tenancy agreement. If you break any of the conditions of this agreement while you are a demoted tenant, we can start legal proceedings to repossess the property and you will have to pay the costs, if we are successful in the proceedings.

If your secure tenancy is converted to a demoted tenancy, you will lose the rights of a secure tenant (for example, the right to buy) and your rights as a demoted tenant will be similar to, or fewer than, those of an introductory tenant.

If we do not take legal action to repossess the property during the 12-month period, the tenancy will automatically be promoted to a secure tenancy.

Your rights as a demoted tenant

As a demoted tenant you have similar rights to those of an introductory tenant, but you cannot:

- apply for the right to buy;
- sublet any part of your property;
- vote in a ballot to change to a new landlord;
- take in a lodger without the written permission of the operations director;
- exchange the property (that is, a mutual exchange);
- make any structural alterations to the property. You may, however, apply for permission to put up garden fencing or a garden shed. You will also be allowed to decorate your property and, where appropriate, to have disabled adaptations carried out to your property.

Also, as a demoted tenant, you will have fewer legal rights than both introductory and secure tenants to transfer your tenancy to another person, and there are different rights relating to succession following your death.

3 Our responsibilities

All of our housing is now managed on our behalf by an organisation called 'Sandwell Homes'. The only exception to this are properties located in Harvills Hawthorn and Millfields Estates which are managed on our behalf by an organisation called Riverside Housing Association. **Sandwell Homes (or other agents) carry out many tasks, for example, repairs, collecting rent, tenancies and letting properties.**

Sandwell Homes have produced a tenant handbook giving information about its services. Please note that this handbook does not form part of this tenancy agreement.

We are responsible for the content of this agreement at all times.

a Involving tenants

- 3.1** We must ask your views about any of our housing plans if they will have a major effect on you. For example, we will consult you about refurbishment or improvement work that is planned for your property or your area.

We will involve you or your tenants' group in local housing issues.

- 3.2** We must ask your views about any plans to change the tenancy agreement. We will tell you in writing, if any changes are to go ahead.

- 3.3** We must send you a housing report every year describing our work and performance. The report will tell you how we spend your money across the housing service.

- 3.4** We must deal with your complaints fairly, effectively and equitably. If you need to make a complaint, your local neighbourhood office will tell you what you have to do.

- 3.5** We will tell you, in writing, at least four weeks before any change in either your rent or service charge.

Notes

3 Our responsibilities (continued)

b Repairs

3.6 We will keep in repair and the structure and exterior of your home (including drains, gutters and outside pipes).

3.7 We will keep in repair and proper working order installations inside and outside your home which were either in place at the start of the tenancy or installed later (if we installed them) and that either directly or indirectly serve the property for:

a) Supplying water, gas and electricity, and for sanitation (including basins, sinks, baths and toilets); and

b) heating your home and heating water in your home.

Notes

a The structure and exterior of the building also includes roofs, walls, floors, ceilings, window frames and outside doors.

We are **not** responsible for lubricating and maintaining hinges and fasteners of window frames.

b We are **not** responsible for:

- replacing plugs, chains, wall tiling or sealant to sink, bath and wash-basin areas, or replacing a toilet seat;
- lagging pipes and tanks or insulating the loft;
- sweeping chimneys;
- repairing fitted cupboards and wardrobes, or replacing inside door latches and furniture;
- replacing fuses and electric light switch pullcords;
- decorating the inside of your home; or
- replacing small back-garden gates, or repairing or replacing small front gates.

In certain cases of exceptional hardship, we may do these jobs and tasks for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.

3 Our responsibilities (continued)

b Repairs (continued)

- 3.8** We will repair the structure and outside (including drains, gutters and outside pipes) of the shared areas if they affect your enjoyment of your home the house or shared areas.
- 3.9** If we provide lifts, shared TV aerials, entry phones, fire-fighting equipment, lighting for shared areas, or facilities for collecting rubbish, we will keep them in repair and proper working order
- 3.10** We must carry out the repairs which we are responsible for within a reasonable time, and we must clear up after carrying out any work.

- c** Shared areas include stairs, lifts, landings, entrance halls, parking areas, rubbish chutes and roofs.
- d** When you report a repair to us, we will tell you when we will carry out the work. This will depend how urgent the work is.

c Arbitration

- 3.11** We will use an arbitration panel to sort out certain disagreements between you and us. If either you or we have referred a disagreement to arbitration, both sides must keep to the decision of the arbitration tribunal. The arbitration tribunal's decisions can be enforced in the courts.
- 3.12** Any dispute, except those under section 10 of this tenancy agreement (conditions 10.1 to 10.11) arising out of you or us breaking our responsibilities under the tenancy agreement can be referred to the arbitration panel.

Notes

- e** The procedure relating to arbitration is available at your local neighbourhood office.

4 Your rights as a tenant

a Involving tenants

- 4.1** You have the right to see certain personal information we hold about you in relation to your tenancy. For legal reasons, you will not be able to see everything we hold.

Any request for information must be in writing.

- 4.2** You have the right to join an existing tenants' group and to set one up.

- 4.3** All tenants' groups registered with us can apply to join Sandwell Community Information and Participation Services (SCIPS). Individuals can also become members of SCIPS.

Notes

- a** You can ask your local neighbourhood office about what information you can see and how you can see it.
- If you ask for a copy of the information that you are entitled to see, we will provide it but may charge you for the copying costs.
- b** You can ask your local neighbourhood office for information about these groups in your area or how to start one.
- c** SCIPS is an independent organisation, managed by tenants, which supports tenants' groups and individuals in Sandwell.

b Repairs and maintenance

- 4.4** If we are responsible for repairs, we will carry them out within a reasonable timescale and to a satisfactory standard.

- 4.5** You have the right to make certain improvements or alterations such as installing central heating, a shower or a gas fire. Before you make any improvement or alteration, you must get our permission, in writing.

Notes

- d** In some cases you have a legal 'right to repair'. The repair or repairs should be carried out within a reasonable timescale and to a satisfactory standard, and you may be entitled to compensation if either of these commitments are not met. We have a formal complaints procedure. Ask your local neighbourhood office for more information.
- e** We will not refuse you permission unless there is a good reason. (You may also need planning and building regulation approval – see also 7.12).

4 Your rights as a tenant (continued)

b Repairs and maintenance (continued)

4.6 **Introductory and demoted tenants do not have the right to make improvements or alterations to their property.**

4.7 When your tenancy ends, you may be entitled to compensation for authorised improvements or alterations that you have carried out.

Notes

f Please see section 2 of this tenancy agreement (page 4 for introductory tenancies and page 6 for demoted tenancies).

g We will not pay any compensation for improvements or alterations if you are evicted from your property as a result of a possession order or if you abandon your property.

c Moving to another council property

4.8 You have the right to apply for a transfer to another council property, under our lettings policy. Finding a new property depends on how urgent your housing need is and what accommodation is available.

4.9 As a secure tenant, you have the right to swap your property (called a 'mutual exchange') with another secure tenant or an assured tenant whose landlord is the housing corporation, Housing for Wales, a registered housing association or a charitable housing trust. You must get our permission, in writing, before you mutually exchange.

Notes

h You can ask at your local neighbourhood office or visit one of Sandwell Homes property shops to find out more about our lettings policy.

i You will not usually be allowed to transfer to another council property if:

- you owe any rent;
- your property or garden are in poor condition;
- you have made alterations without our permission in writing; or
- you are causing harassment, nuisance or annoyance to other people.

j If you do exchange without permission in writing from the operations director, we will take legal action to evict you and we may not offer you alternative housing.

4 Your rights as a tenant (continued)

c Moving to another council property (continued)

	Notes
	k We can only refuse secure tenants permission for a mutual exchange in certain circumstances.
	l When we give permission to exchange, there are certain conditions that each tenant must meet before the exchange can go ahead. You must make sure that you have: <ul style="list-style-type: none">• paid us all the rent you owe; and• met all the other conditions of your tenancy.
4.10 Introductory and demoted tenants do not have the right to swap (mutually exchange) their property.	m Please see section 2 of this tenancy agreement (page 4 for introductory tenancies and page 6 for demoted tenancies).

4 Your rights as a tenant (continued)

d Right to buy your council property

	Notes
4.11 If you are a secure tenant and depending on certain exceptions, you have the right to buy your property as long as you have been a tenant of the council or any other public-sector landlord (for example, other councils, housing associations), or living in armed forces accommodation, for the necessary qualifying period.	n If you became a tenant before 18th January 2005, you must have lived in this type of housing for a total of two years or more. If you became a tenant on or after 18th January 2005, you must have lived in this type of housing for a total of five years or more.
4.12 Introductory and demoted tenants do not have the right to buy their property.	o Please see section 2 of this tenancy agreement (page 4 for introductory tenancies and page 6 for demoted tenancies).

4 Your rights as a tenant (continued)

e Succession and assignment

4.13 If you are a joint secure tenant or a joint introductory tenant, the tenancy of your property will automatically pass to the surviving tenant when either of you die.

4.14 If you are a sole secure tenant or a sole introductory tenant, the tenancy will pass on your death to your husband, wife, partner; or another family member in certain circumstances.

4.15 As a secure or an introductory tenant you may also be able to assign your tenancy to another person. You must get our written permission before doing so.

Notes

- | | |
|----------|---|
| p | Your husband, wife or partner, or any other family member, would not be able to succeed to (take over) your tenancy if you had previously succeeded to the tenancy yourself although we may agree to grant a new tenancy in some cases. |
| q | If you are a demoted tenant, the rights of succession are similar to those of secure and introductory tenants. |
| r | If you do assign without our written permission we will take legal action to recover the property. We will not unreasonably withhold permission. |

5 Rent

- 5.1** You must pay your rent on time.
- 5.2** You must pay your rent every two weeks (for the previous week and the current week).
- 5.3** If you are a joint tenant, each tenant is responsible for paying all of the rent and for repaying all of any rent arrears. We can collect all the rent owed from each individual joint tenant.
- 5.4** Where possible, you must tell us about any changes in your personal circumstances which affect your ability to pay your rent.

Notes

- a** You can pay your rent in advance if you prefer. There are four 'free' weeks throughout the year when no rent is due. People who are in arrears (owe rent) must continue to pay in these weeks.
- b** We may increase or decrease the full rent charged for your property from time to time. We will give you at least four weeks' notice in writing before any rent change.
- c** If you are not sure how much rent you must pay, you should contact your local neighbourhood office.
- A joint tenancy is where two or more people have signed a tenancy agreement for a property.
- d** **If you are a joint tenant and you leave your home before the tenancy is ended you are still legally responsible for paying the rent and any arrears, and making sure that the tenancy conditions are not broken.**
- e** If you do not pay your rent, we can go to court to get an order to evict you from your home. You may be responsible for any costs involved in bringing court action against you.
- f** Some tenants pay for extra services as part of their rent. We will record the amount on your tenancy agreement and on your rent card. Your local neighbourhood office can explain these charges to you.
- g** If you have any difficulty paying your rent, you should contact your local neighbourhood office immediately.

5 Rent (continued)

- 5.5** If you are entitled to any Housing Benefit, you must tell our Revenue and Benefit Services as soon as possible about any changes to your circumstances which affect your entitlement to Housing Benefit.

Notes

- h** Examples of changes which may affect your entitlement to Housing Benefit include the following.
- You stop receiving Income Support or Jobseeker's Allowance (income based).
 - Your or your partner's state benefits change.
 - You or your partner start work, change jobs or have a wage increase or reduction.
 - The amount of private pension you or your partner receive increases or decreases.
 - The amount of Working Tax Credit or Child Tax Credit you or your partner receive increases or decreases.
 - There are significant changes to the amount of savings or investments that you, your partner or your dependants have.
 - You or your partner start to receive another type of income or benefit.
 - One of your children leaves school and you or your partner no longer receive Child Benefit for him or her.
 - You or your partner change address.
 - Someone moves into or out of your property.
 - The income of a non-dependant changes.
 - The birth of a baby.
 - Anyone in your household goes into hospital, residential care or legal custody, or goes abroad.
 - Someone in your household dies.

If you are not sure whether the change to your circumstances will affect your entitlement to Housing Benefit, you should contact either our Revenues and Benefits Services or your local neighbourhood office for advice.

6 Ending your tenancy

6.1 You must give us at least four weeks' notice in writing if you want to end your tenancy.

6.2 We will give you at least four weeks' notice in writing if we are going to end your tenancy. We will serve any notice either by delivering it to the property or fixing it to the property.

6.3 You must return all the keys to the property when you leave.

6.4 You must leave the property unoccupied when you leave.

6.5 You must leave the property clean, tidy and in a good condition. This includes fixtures and fittings. We will charge you any costs we have to pay in carrying out any necessary cleaning or repairs to the property.

Notes

a You must tell your local neighbourhood office in writing at least four weeks before you want to end your tenancy. This minimum four weeks' notice period must end on a Monday and you must return your keys to your local neighbourhood office on the day you leave.

b If you fail to give the necessary notice, you will continue to be a tenant and must keep to the conditions of the tenancy, which includes paying rent, until you give proper notice. In certain circumstances, if **both** you and we agree, you may give less than four weeks' notice in writing.

c If you are joint tenants, any one of you can end the whole of the tenancy by giving us four weeks' notice in writing. If you give us notice, the remaining joint tenants should contact their local neighbourhood office for their housing needs and options to be assessed.

d Do not leave any of your belongings in the property when you leave. If we find any personal belongings in the property after you have left, we may store them or get rid of them, and charge you for doing so. If we have had to pay a storage charge, you will have to pay us this before we will return your belongings to you.

7 Property

- 7.1** You must act in a “tenant like manner”; that is you must take proper care of the property and carry out those minor jobs and tasks that are necessary to keep the property in a reasonable condition.
- 7.2** You must not have more people living in your property than the maximum number allowed.
- 7.3** You must not sublet, assign or part with possession of the property, or any part of the property, without getting our permission in writing.
- 7.4** **Introductory and demoted tenants do not have the right to sublet, or part with possession of any part the property, or to make improvements or alterations to their property.**
- 7.5** You must use your council property as your main home and as a private home.
- 7.6** If you live in a flat or maisonette, you, people living with you and any visitors to your property must not keep or use paraffin oil, petrol, bottled-gas appliances or any other dangerous material in the property.

Notes

- a** In certain cases of exceptional hardship, we may do the minor jobs for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.
- See also conditions 3.6 and 3.7.
- c** You can get information about the maximum number of people who can live in your property by contacting your local neighbourhood office.
- d** Sub-letting means that someone pays you rent to have the right to live in part of your property. You cannot sublet all of your property.
- e** Secure tenants can take in lodgers. A lodger is someone who you allow to live in your property but does not have any legal right or legal interest in the property.
- f** Please see section 2 of this tenancy agreement (page 4 for introductory tenancies and page 6 for demoted tenancies).
- g** If you do not use your property as your main home, we can take action to end your tenancy.
- h** This does not apply to storing bottled-gas appliances used for medical purposes, for example, bottled oxygen. For safety reasons, you should tell your local neighbourhood office if you are storing these appliances.

7 Property (continued)

- 7.7** If you live in a flat or maisonette, you, the people living with you and any visitors to your property, must not leave anything in shared areas that may cause an obstruction or create a fire hazard.
- 7.8** If you live in a flat or maisonette, you, the people living with you and any visitors to your property, must co-operate with us to keep shared areas clean and tidy.
- 7.9** If you live in a flat or maisonette you, the people living with you and any visitors to your property must not interfere with security and safety equipment in shared blocks. Security doors, fire doors and shared doors must not be jammed open, and you should not let strangers in without seeing their identification.
- You must co-operate with security staff.
- 7.10** If you live in a flat or maisonette you, the people living with you and any visitors to your property, must not interfere with or remove any fire doors that are fitted in your flat.
- 7.11** You must not use or allow anyone else to use your property for any trade or business purpose. A business sign or notice may not be displayed on your property.

Notes

- i** This includes your front door as it may have a fire safety rating. You should contact your neighbourhood office for more advice.

7 Property (continued)

- 7.12** You must get our permission in writing before you make any alterations to your home. This includes, but is not limited to, installing CCTV cameras, security lighting, showers, laminate flooring, outside TV aerials and satellite dishes, and putting up any fences or other structures on the property.

Notes

- I** If you make any improvements or alterations to your property without our permission in writing, we may tell you to return the property to how it was before, or we may carry out the work and charge you for doing it.

If you have got our permission in writing to alter your property, you will still need to get any necessary planning permission and meet any building regulations that may apply.

You are responsible for any charges relating to planning permission and building regulation approval.

Planned alterations that we agree to must be carried out only by skilled people, using materials fit for their intended purpose. The alterations must meet all relevant codes of practice and regulations. You will be responsible for repairing any surfaces that are disturbed as a result of the alterations.

We will not give you permission to remove balustrades on staircases and landings, unless you replace them with ones that meet building regulations.

We will not give you permission for any alteration that may affect your neighbours' enjoyment of their homes, put anyone in danger or cause a nuisance.

If you have got permission for any CCTV cameras or security lighting to be installed on your property, you should make sure that they cover only the boundaries of your own property. They must not cover neighbouring properties or public or shared areas, for example, footpaths and corridors. The use of CCTV cameras with an audio facility may be restricted.

8 Access to your property

8.1 You must allow our officers, agents or workforce to enter your property to inspect the state of repairs, decoration or cleanliness of the property, or to carry out repairs, services or improvements at any reasonable time of the day.

8.2 You must allow our officers, agents or workforce to enter your property to carry out a yearly gas safety check at any reasonable time of the day.

8.3 You must allow our officers, agents or workforce to enter your property in an emergency. We will force entry if you are not available in these circumstances.

Notes

- a** Never let anyone into your home without seeing some official identification. If you are in doubt, contact your local neighbourhood office during office hours.
- b** We will give you notice if we want to enter your property to carry out an inspection. If you do not allow us into your property after we have given you reasonable notice, we may take legal action to enter your property and you may be responsible for paying our costs in doing so.
- c** We must carry out a yearly gas safety check at your property. We will give you reasonable notice of the date of the inspection.

If you fail to let us into your property to carry out a gas safety check after requests to do so, we may have to force entry to prevent any risk to public health and safety. Where we do have to force entry we will charge you for doing so.
- d** An emergency is where we will need to take immediate action to limit the damage to your property or another property, or where we believe there is a risk to public health or safety.

9 Maintenance and repairs

- 9.1** You must keep the property and contents clean, tidy, in good condition and free from vermin, for example mice or rats.
- 9.2** You are responsible for decorating the inside of your property.
- 9.3** You must keep the property in good condition and use the fixtures responsibly.
- 9.4** You must keep any hedges and gardens attached to your property (at the front, back and side) tidy and free from rubbish, and mow any grass before the garden becomes overgrown. If you fail to maintain the hedges and gardens to an acceptable standard, we may carry out any work that is needed and charge you.
- 9.5** You must immediately tell the repairs centre about any damage or fault to the property so we can carry out our duties as your landlord.
- 9.6** You must not disconnect, or tamper with, extractor fans or smoke alarms that are connected to the mains.
- 9.7** You must maintain any battery-operated smoke alarms that we fit.

Notes

- a** If you do not maintain your property to a reasonable standard, we could take legal action against you. You may be responsible for any costs we have to pay as a result of taking this action.
- b** In certain cases of exceptional hardship we may do the minor repairs for you (for example, if you are an elderly or disabled person and you have no support to carry out these tasks).
- c** Maintaining a battery-operated smoke alarm includes making sure that it is fitted with working batteries at all times.

9 Maintenance and repairs (continued)

		Notes
9.8	<p>You must pay us any costs we have to pay to repair any damage to the property caused by you, people living with you and any visitors to your property, either:</p> <p>a) deliberately; or b) through neglect.</p>	<p>d You should insure the contents of your property.</p> <p>e An example of an act of neglect would be not telling us about a leaking pipe.</p>
9.9	<p>You must make sure that your property has suitable ventilation, either by using an extractor fan (if fitted) or by opening windows (or both).</p>	<p>f We are not responsible for any damage to the property caused by dampness or mould growth resulting from condensation due to you failing to properly ventilate or heat the property.</p>
9.10	<p>You must make sure that any tumble dryer you use is properly vented to the outside of the building, or is a condensing model and has been properly installed.</p>	<p>g Tumble dryers can produce a lot of moisture in the property, which could lead to condensation. A condensing model is a tumble dryer that does not need a vent to the outside of a building.</p>
9.11	<p>You are responsible for properly connecting any gas appliances you own.</p>	<p>h Gas appliances must only be installed by people who are suitably qualified.</p>
9.12	<p>You must make sure that a suitably skilled person does any work which you plan to have carried out at your property. If work has been carried out in a way that has, or could, cause damage to the property or put someone in danger, we will insist that you have the problem put right. If you do not sort out the problem, we may arrange for the work to be carried out and then charge you our reasonable costs.</p>	
9.13	<p>You are responsible for repairing and maintaining your own household equipment.</p>	<p>i In some circumstances, we may agree to maintain a central heating system that you have had fitted. Ask your local neighbourhood office for details.</p>

9 Maintenance and repairs (continued)

- 9.14** You are responsible for properly fitting any appliance you own. If any appliance is not correctly fitted and causes damage to your property or another property, you will be responsible for the cost of any repairs.

- 9.15** You are responsible for any step, path or paving that is not the main access to your property.

- 9.16** You must take reasonable steps to prevent waste pipes (for example, to a sink, basin or toilet) or outside drains becoming blocked, and to remove any blockages that do build up.

- 9.17** You are responsible for maintaining all improvements or alterations that you make and any fixtures and fittings you install at your property.

Notes

- j** Examples of appliances include washing machines, showers, dishwashers, electric fires and cookers.

If you fit a shower, you must provide a suitable splashback and sealant, and screen or curtains (or both).

You must get our permission, in line with condition 7.12, if you need to make alterations to fit appliances. Alterations include:

- removing or otherwise changing existing fitted cupboards and work surfaces;
- connecting appliances to existing hot and cold water pipes and waste pipes;
- connecting to the existing electrical supply, other than by using an existing socket or fused spur that we provide for the specific purpose of fitting such an appliance;
- cutting holes through walls;
- removing walls and chimney breasts; and
- removing or moving sanitary appliances, for example toilets, baths or wash basins.

The above list is not a complete list.

- k** If a pipe does become blocked and you cannot deal with it, you should contact your local repairs centre.

9. Maintenance and repairs (continued)

9.18 You must take reasonable steps to prevent water pipes freezing in cold weather.

Notes

l Reasonable steps to prevent damage to pipes include:

- lagging;
- providing enough heating; and
- turning off the water and draining down the hot cylinder and heating system if you are going away during the winter.

m **If you have a burst water pipe, put something under the leak to catch the water, turn off the water supply at the stopcock, and contact your repairs contact centre.**

You should test your stopcock every year before the cold weather begins. Your stopcock will usually be close to the point where the cold-water pipe enters the building. If you cannot find your stopcock, have difficulty turning it or it does not turn off properly, please contact your Repairs contact centre.

9.19 In certain circumstances, you may have to leave your property if, for example, we need to do major repair work. If you need to leave your property, we will offer you suitable alternative accommodation while we carry out the work.

You must move back to your original property once we have completed the work, unless you have had to move because we have demolished your original property.

n If your property needs to be empty for major building repair or redevelopment or because it has to be demolished, we, will offer you a suitable alternative property. You may get compensation or help with moving costs depending on your circumstances. Your move could be permanent or temporary.

o If you fail to move back to your original property when we ask you to do so, we may take legal action to make you do so. You may be responsible for any costs that we have to pay in doing this.

9.20 You must take proper care of the property and do minor repairs and tasks.

p In certain cases of exceptional hardship we may do the minor repairs for you (for example, if you are an elderly or disabled person and you have no support to carry out these tasks). See also conditions 3.6 and 3.7 notes 'a' and 'b'.

10 Antisocial behaviour

In line with our antisocial behaviour policy and procedure, we will take legal action against you, as the tenant, if you, anyone living with you or any visitors to your property (including children) engage in antisocial behaviour, either at your property or within the locality of your property.

If you break any of the conditions in this section, we may take legal action against you. This could lead to you losing your property.

If you are evicted from your property due to antisocial behaviour, we are extremely unlikely to offer you accommodation in the future unless there have been major changes to your circumstances. We may also tell other landlords that we have evicted you for antisocial behaviour.

10.1 You, people living with you and any visitors to your property (including children) must not cause nuisance, annoyance or disturbance to other tenants, residents, their families, lodgers, visitors or any other person engaged in a lawful activity in the locality or neighbourhood of your property.

Notes

- a** You are responsible for the behaviour of every person (including children) living with you permanently or temporarily, and of people who visit your property with your permission. You are responsible for their behaviour while they are at your property, in the locality or neighbourhood of your property, and in shared areas (for example, stairs, lifts, landings, entrance halls, gardens, bin stores and parking areas).
- b** Examples of nuisance, annoyance or disturbance include:
- playing loud music;
 - slamming doors;
 - dog barking and fouling;
 - offensive behaviour;
 - drunkenness;
 - prostitution;
 - graffiti;
 - selling drugs or drug abuse;
 - dumping rubbish; and
 - playing ball games close to someone else's home.

This list provides some examples of behaviour that causes a nuisance. It is not a complete list.

10 Antisocial behaviour (continued)

	Notes
10.2 You must not allow or encourage anyone living with you or any visitors to your property (including children), to do anything that breaks your tenancy agreement.	
10.3 You, people living with you and any visitors to your property (including children) must not discriminate against, intimidate or harass any other person or group because of their colour, race, ethnic or national origin, gender, sexual orientation, age, physical or mental disability, or religious belief.	c Examples of harassment include: <ul style="list-style-type: none"> • using racist behaviour or language; • using or threatening to use violence, using abusive or insulting words or behaviour; • damaging or threatening to damage another person's home or belongings; • writing threatening, abusive or insulting graffiti; and • doing anything that interferes with the peace, comfort or convenience of other people.
10.4 You, people living with you and any visitors to the property (including children) must not use the property or any shared area, for any criminal, immoral or illegal purpose.	d Criminal, immoral and illegal activities include: <ul style="list-style-type: none"> • selling, storing or using any illegal drugs; • storing or handling stolen goods; or • doing anything relating to prostitution.
10.5 You, people living with you and any visitors to your property (including children) must not be violent or threaten violence against any other person.	e If someone responsible for domestic violence continues to live in one of our properties (and the victim has been forced to leave the property as a result of the violence), where appropriate we will use our legal powers to repossess the property.
10.6 You, people living with you and any visitors to your property (including children) must not cause a nuisance or annoyance by playing or using any equipment that produces sound that can be heard outside the property or by people living in other properties. This includes music being played in gardens and in cars parked outside the property.	f This sort of equipment includes: <ul style="list-style-type: none"> • musical instruments; • audio equipment such as hi-fis and stereos; • games machines; • computers; and • audio-visual equipment such as televisions, video and DVD players.

10 Antisocial behaviour (continued)

10.7 You, people living with you and any visitors to your property (including children) must not cause a nuisance or annoyance when using household electrical and DIY appliances, to neighbours or people living near to you.

10.8 You, people living with you and any visitors to your property (including children) must not damage or put graffiti on our property. You will have to pay for any repair or replacement.

10.9 You, people living with you and any visitors to the property (including children) must act reasonably and must not commit, cause or allow acts of physical or verbal abuse to our employees, agents, contractors, and councillors.

Notes

g

You should consider the noise level from the appliance, how long you are going to use it for, and the time of day (or night) you are going to use it.

h

Physical abuse includes any actual or threatened assault, attack, violent act or aggression.

10 Antisocial behaviour (continued)

10.10 The list below shows examples of behaviour which we will always class as antisocial behaviour. It is not a complete list.

- Using or threatening violence
- Racist behaviour, including literature, letters and verbal abuse
- Harassment, for example, because of a person's colour, race, ethnic or national origin, sex, sexuality, age, physical or mental disability, or religious belief
- Prostitution and doing anything relating to prostitution
- Causing a nuisance in lifts and shared areas, for example, using a lift as a toilet, or blocking chutes
- 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 bikes
- Arson or attempted arson
- Dumping rubbish and furniture
- Putting offensive materials through letter boxes
- Malicious communications, for example, telephone calls, text messages or e-mails
- Writing or spraying graffiti
- Storing 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 shared areas
- Playing ball games in areas where this is not allowed.
- Parking a vehicle in a way that blocks access for pedestrians or vehicles, or causes damage to grassed and other areas

10 Antisocial behaviour (continued)

10.11 The list below shows examples of behaviour which we will class as antisocial behaviour if it causes a nuisance to other people living in, working in or visiting the locality or neighbourhood of your property.

- Not controlling children
- Playing loud music
- Banging and slamming doors
- Playing ball games near to people's homes or buildings
- Skateboarding, roller-skating and cycling on footpaths, on balconies or in shared areas
- Being drunk in public
- Excessive dog barking, or dogs fouling shared or public areas
- Not keeping pets under control
- Making unjustified complaints
- Installing furnishings and fittings, such as laminate flooring, in a way which disturbs other people (because of the noise)
- Working on motor vehicles, other than just servicing your own car or motorcycle
- Riding a motorcycle, or allowing one to be ridden, off-road on public or shared areas.
- Dealing in pornography

11 Vehicles

- 11.1** You, people living with you and any visitors to your property must not park a vehicle anywhere on your property, except in an approved garage or on a 'hardstanding' (for example, a driveway or paved area meant for parking).
- 11.2** You, people living with you and any visitors to your property must not drive across a pavement to get to a parking space or garage, unless there is a footway crossing, such as a dropped kerb.
- 11.3** You must get our permission if you want to create a parking space at your property or remove walls or fencing so you can park a vehicle at your property.
- 11.4** You, people living with you and any visitors to your property, must not park on any grassed areas or access roads in the locality or neighbourhood of your property.
- 11.5** You, people living with you and any visitors to your property, must not block any access for emergency services or other people.
- 11.6** You, people living with you and any visitors to your property must get permission in writing before parking caravans or motor homes on the garden, driveway or paved areas of your property, or on shared parking areas in the locality or neighbourhood of your property.
- 11.7** You, people living with you and any visitors to your property must not park unroadworthy vehicles at your property, on the street or on shared or grassed areas in the locality or neighbourhood of your property.

Notes

- a** The locality or neighbourhood of the property includes your garden, driveway, paved areas around your property, on the street, shared areas and shared parking areas.
- b** This applies only to cars that are clearly neglected (for example, vehicles that have no tyres or windscreen) and have been left for a long time.

11 Vehicles (continued)

11.8 You, people living with you and any visitors to your property, must not cause a nuisance to neighbours or other people while carrying out motor-vehicle repairs, either at your property or in the locality or neighbourhood of your property.

11.9 You, people living with you and any visitors to your property, must not keep mopeds or motorbikes inside your property or in shared areas inside the property. For example, in entrance halls, stairways, corridors or landings.

11.10 You must pay us any costs we have to pay to repair any damage to our property caused by you, people living with you or any visitors to your property, either by parking vehicles (other than on an approved hardstanding) or by driving vehicles over a footway, grass verge or shared pathways and gardens.

Notes

c When carrying out motor-vehicle repairs you should be considerate to other people living in the locality or neighbourhood of your property. Carrying out repairs to vehicles either early in the morning or late at night may be a nuisance. Persistent or loud repair work may also cause a nuisance to other people.

d Driving a vehicle on or across the footway where there is no approved crossing is an offence for which the police or our traffic wardens can take action (see also condition 10.10).

12 Animals

- 12.1** You, and people living with you, must not keep a dog if you live in a flat or maisonette with a shared entrance, without first getting permission in writing from us.
- 12.2** You, people living with you or any visitors to the property, must keep any animal at your property under proper control at all times. It should not cause any nuisance to neighbours or other people or cause damage to our or any other property.
- 12.3** You, and people living with you, must not keep any animals classified under the Dangerous Wild Animals Act 1976.
- 12.4** You, and people living with you, must not keep any animal which we feel is unsuitable.
- 12.5** You, and people living with you, must only keep a reasonable number of pets at your property.

Notes

- a** If you keep a dog that is classed as being dangerous under the Dangerous Dogs Act 1991, you must meet the relevant conditions of that act.
- Nuisance caused by animals includes making a lot of noise, and fouling on shared areas such as paths, grassed areas, lifts, stairs, corridors and landings.
- b** When considering whether an animal is suitable or whether the number of animals you have is reasonable, we will take account of:
- the type and size of the animal;
 - the type and size of your property;
 - the number of people living in your property;
 - hygiene; and
 - the welfare of the animal.
- c** We will ask you to remove any animal that we consider to be unsuitable or which is causing a nuisance.

13 Furniture

This section applies to those tenants living in accommodation furnished by the Council.

- 13.1** You, people living with you and any visitors to your property must not sell, rent, remove or otherwise get rid of any of the furniture that we have provided.
- 13.2** You, people living with you and any visitors to your property must not deliberately or negligently damage or vandalise the furniture which we have provided.
- 13.3** You should contact your local neighbourhood office as soon as possible if any of the furniture we have provided and which we are responsible for needs to be repaired.
- 13.4** You must allow our officers, agents or staff, to enter your property to inspect the furniture that we have provided.
- 13.5** You must leave our furniture at the property when you move out, and it must be clean and in good condition.

Notes

- a** When you sign your tenancy agreement, we will give you a list of the furniture we have provided.
- b** It is a criminal offence to sell, rent or give away our furniture. If you do this, we may:
- tell the police;
 - charge you the cost of replacing the furniture; or
 - take legal action to end your tenancy.
- c** We will charge you the cost of repairing any damage to our furniture, however it has been caused (except for ordinary wear and tear), whether by you, anyone living with you, by a visitor to your property, or any animal either living at your property or brought to your property by a visitor.
- d** We may want to inspect the condition of our furniture and also to check that all of our furniture is still at the property. We will give you reasonable notice if we want to inspect the furniture that we have provided.
- e** We will charge you for any missing furniture and for any damaged or broken items.

SANDWELL METROPOLITAN BOROUGH COUNCIL

TENANCY AGREEMENT

Is it an introductory tenancy

yes

☐

no

☐

New address

Previous address

Property reference number

Rehousing resason

Tenant(s) full name

Tenancy start date

D	D	M	M	Full Year			

If you are an Introductory Tenant, subject to your satisfactory compliance with this

Tenancy Agreement you will become a secure tenant on:

D	D	M	M	Full Year			

Total weekly rent

Net rent

Decoration vouchers

Heating

Voucher no.

Warden

Value/date

Other * specify below

Total/date

£

I/We have read and agree to abide by this Tenancy Agreement with the conditions attached as set out in this document.

signature(s) of tenant(s)

.....

.....

D	D	M	M	Full Year			

witnessed by housing officer:

D	D	M	M	Full Year			

at

TENANCY AGREEMENT

Is it an introductory tenancy

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no

New address

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signature(s) of tenant(s)

.....
.....

D	D	M	M	Full Year			

witnessed by housing officer:

.....

D	D	M	M	Full Year			

at

.....