

SMBC Tenancy Conditions

Effective from: 03/04/2023

CONTENTS

		Page
1	Your home	1
2	Your tenancy agreement	2
3	Our responsibilities	5
4	Your rights as a tenant	8
5	Rent	11
6	Ending your tenancy	13
7	Property	15
8	Access to your property	18
9	Maintenance and repairs	20
10	Anti-social behaviour	24
11	Vehicles	28
12	Animals	30
13	Furniture	31
14	Service of Notices	32

1. Your home

This is a very important document. Please read it carefully. It is the legal contract between us and you, and lists your rights and responsibilities and our rights and responsibilities. You should get advice if there is anything in this document that you do not understand. Your local office, citizens advice bureau or a solicitor should be able to help you. Alternatively, you can contact us directly. You will find our contact details on our website at: www.sandwell.gov.uk

Most Council properties are directly managed by Sandwell Council. Properties located in Harvills Hawthorns and the Millfields Estates are managed by an organisation called Riverside which carries out housing management functions on behalf of the Council such as repairs, collecting rent and letting properties. Riverside also have information outlining their services. Please note that the information produced by Riverside does not form part of your tenancy agreement. Properties located on the Boscobel and Cotterills estates are managed by tenant management organisations and carry out housing management functions on behalf of the Council such as repairs, collecting rent and letting properties.

The Council is always responsible for the content of this agreement.

We have also produced a tenant handbook that provides you with useful information about your home as well as information about the services available to you. You can obtain a copy of the Tenant Handbook from our website. Please note, the Tenant Handbook does not form part of your tenancy conditions.

2. Your tenancy agreement

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 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. If you commit tenancy related fraud not only could you lose your property but you could be prosecuted for a criminal offence.

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, for example if you have rent arrears. 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 or extend your introductory tenancy, we will serve you with a statutory notice to terminate or extend. If this happens you will have the opportunity to ask us to review our decision to serve you with a notice. You must make this request 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 written permission;
- exchange your property (that is, a mutual exchange); or
- make any structural improvements or alterations to your 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 your 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 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 written permission;
- exchange your property (that is, a mutual exchange); and
- apply for permission to make any structural improvements or alterations to your property.

2. Your tenancy agreement (continued)

c. Demoted tenancies

We 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 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 your 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 your 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 written permission;
- exchange your property (that is, a mutual exchange); or
- make any structural alterations to your 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.

3. Our responsibilities

Involving tenants

- 3.1** We must ask your views about any of our housing plans if they will have a major effect on you.
- 3.2** We must ask your views about any plans to change your tenancy agreement. We will tell you in writing if any changes are to be made.
- 3.3** We will make available information describing our work, performance and how we spend money across the housing service.
- 3.4** We must deal with your complaints fairly, effectively and equitably.
- 3.5** We will tell you, in writing, at least four weeks before any change in either your rent or service charge.
- 3.6** We will keep in repair the structure and exterior of your property (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

Notes

- a** 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.
- b** We will publish this information on our website or provide a paper copy on request.
- c** If you need to make a complaint, we will tell you what you have to do.
- d** Change includes additions, deletions, increases, decreases and/or variations. Some tenants pay service charges as part of their rent.
- e** 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.
- We are not responsible for any dividing fences between you and your neighbour other than privacy panels which is usually the first panel of the fence. We may ask you to remove any fencing or boundary structure you have erected if in our opinion it is dangerous, it causes a nuisance, or encroaches onto another property. If you do not remove it we may do so and charge you a reasonable cost.
- f** We are **not** responsible for:
- replacing plugs, chains, wall tiling or sealant to sink, bath and wash-basin areas, or replacing a toilet seat;

that either directly or indirectly serve your 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.

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 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.

- 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 pull-cords;
- 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, or where the Council has a duty 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.

g Shared areas include stairs, lifts, landings, entrance halls, parking areas, rubbish chutes and roofs.

h 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.

i Removing carpets, laminates or floor coverings to enable repairs to be undertaken is your responsibility. This also applies to furniture. 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

Arbitration

- 3.11** We will use an arbitration panel to sort out certain disagreements between us and you. 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 arising under the terms of the tenancy agreement, except those under section 10, can be referred to the arbitration panel.

Notes

- j** The procedure relating to arbitration is available upon request.

4 Your rights as a tenant

a Involving tenants

- 4.1** You have the right to access your personal information we hold in relation to your tenancy subject to any exemptions set out in legislation, regulations or guidance.
- 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.

b Repairs and maintenance

- 4.4** If we are responsible for repairs, you have the right to have them carried out within a reasonable timescale.
- 4.5** You have the right to make certain improvements or alterations to your home. Before you make any improvement or alteration you must get our permission in writing.
- 4.6** When your tenancy ends, you may be entitled to compensation for authorised improvements or alterations that you have carried out.

Notes

- a** You can ask us about what information you can see and how you can see it.
- b** You can ask us 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.
- 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. You can ask us 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.
- f** Introductory and demoted tenants do not have the right to make improvements or alterations to their property (please see section 2).
- 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**

4.7 You have the right to apply for a transfer to another council property as determined by our housing allocations policy.

4.8 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 a private registered provider or a charitable housing trust. You must get our permission in writing before you mutually exchange.

d **Right to buy your council property**

4.9 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.

h Finding a new property depends on how urgent your housing need is and what accommodation is available. You can ask us about our housing allocations policy.

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, a person living with you or your visitors are causing harassment, nuisance or annoyance to other people.

i If you do exchange without permission in writing, we will take legal action to evict you and we may not offer you alternative housing.

j We can only refuse secure tenants permission for a mutual exchange in certain circumstances.

k When we give permission to exchange, there are certain conditions that each tenant must meet before the exchange can go ahead. For example, you must make sure that you have paid us all the rent you owe and that you have met all the other conditions of your tenancy.

l Introductory and demoted tenants do not have the right to swap (mutually exchange) their property (please see section 2).

m Introductory and demoted tenants do not have the right to buy their property (please see section 2).

e Succession and assignment

4.10 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.

4.11 Subject to any changes in legislation, if you are a sole secure tenant or a sole introductory tenant, the tenancy will pass on your death to your husband, wife, civil partner or person living with you as husband or wife, or person living with you as a civil partner. If your tenancy commenced prior to 01 April 2012, a family member as defined by the Housing Act 1985 would also be entitled to succeed.

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

n Your husband, wife, civil partner or person living with you as husband or wife or civil partner would not be able to succeed to your tenancy (take over) if you had previously succeeded to the tenancy yourself.

If your tenancy commenced after 01 April 2012 a family member will not be entitled to succeed to the tenancy.

o If you are a demoted tenant, the rights of succession are similar to those of secure and introductory tenants.

p Following the death of a tenant only an executor (person given authority in the tenant's will to deal with their affairs) or an administrator (a person who has been given grant of probate for the tenant) can legally end the tenancy on behalf of the tenant. If there is no executor or administrator the council will serve a Notice to Quit on the public trustee in order to end the tenancy.

q If you do assign without our written permission, we will take legal action to recover your 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 in advance.

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 You must tell us about any changes in your personal circumstances which affect your ability to pay your rent.

5.5 If you are entitled to any housing benefit, you must tell our Revenue and Benefits Team as soon as possible about any changes to your circumstances which affect your entitlement to housing benefit.

5.6 If you are entitled to Universal Credit,

Notes

- a You must pay your rent and any other charges on demand. Your rent is due in advance on the Monday of each week but you can pay in advance every two weeks, four weeks or every month if you prefer.

Some tenants pay for extra services as part of their rent. We will record the amount on your tenancy agreement.
- b We would encourage you to pay your rent by setting up a Direct Debit. We can help you do this.
- c If you do not pay your rent, or pay it consistently late, 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.
- d We may increase or decrease the rent charged for your property from time to time. We will give you at least four weeks' notice in writing before any rent change
- e If you are not sure how much rent you must pay, you should contact us.
- f A joint tenancy is where two or more people have signed a tenancy agreement for a property.
- g 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.
- h If you have any difficulty paying your rent you should contact us immediately.
- i If you are not sure whether any change to your circumstances will affect your entitlement to housing benefit, you should contact either our Revenues and Benefits Services or your local office for advice.

you must tell the Department for Work and Pensions as soon as possible about any changes to your circumstances which may affect your entitlement to Universal Credit.

5.7 You, or people living with you or persons associated with your property must not claim or attempt to claim any state benefits either recklessly, negligently or dishonestly.

j This applies to all welfare benefits including housing benefit. If you, or a person living with you, or any other person associated with your property engages in such activities we may seek possession of your property.

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.
- 6.3** If we send you a written notice it will be validly and effectively served, whether or not it comes to your attention, if either by posting it or delivering it by hand to your property or to your last known address, or handing it to you in person, or fixing it to your property, or leaving it at your property, or by electronic communication.
- 6.4** If we issue legal proceedings against you in relation to your responsibilities under this tenancy agreement, the claim form will be validly and effectively served whether or not it comes to your attention, if either by posting it to your property; leaving it at your property; handing it to you in person; fixing it to

Notes

- a** You must tell us in writing at least four weeks before you want to end your tenancy. The minimum four weeks' notice period must end on a Monday and you must return your keys to us 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 us for their housing needs and options to be assessed.

A joint tenancy is where two or more people have signed a tenancy agreement for a property.

- d** The notices to which this tenancy condition apply, include but are not restricted to, notices to quit, notice of seeking possession, notice of variation of rent or conditions of tenancy, introductory tenancy notices and demoted tenancy notices.

Electronic communication includes but is not limited to: email, social media, text, internet messaging, facsimile and websites

- e** Electronic communication includes but is not limited to: email, social media, text, internet messaging, facsimile and websites

your property; or by electronic communication, or by any other method allowed by the relevant court rules or legislation.

- 6.5** You must return all the keys to your property when you leave.
- 6.6** You must leave your property unoccupied when you leave.
- 6.7** You must leave your 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.
- 6.8** You must not leave any of your belongings in your property when you leave. If we find any personal belongings in the property after you have left, we may store them or dispose 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.
- 6.9** You must pay all costs, charges and expenses, including legal costs, which the Council has incurred in, or in contemplation of, any proceedings relating to your tenancy or property.
- 6.10** You must compensate or repay the Council against all actions, proceedings, costs, losses, arrears, expenses, liabilities, claims and demands arising out of any failure by you, persons residing at your property, or any visitors in observing or performing any obligations of the tenancy.

f For example, if the Council has taken you to Court the Council will seek to recover legal costs against you.

g If a third party suffers any loss either as a result of your conduct, or persons living at your property, or by your visitors and seeks to recover those losses from the Council the Council will recover these costs from you.

We may move any credit balance from any account you have with us to pay off any sum that you owe to the Council. A credit balance includes any compensation that the Council has agreed to pay you.

7 Property

7.1 You must act in a “tenant like manner”.

7.2 You must keep the Council informed of any changes to your household.

7.3 You must not have more people living in your property than the permitted number allowed.

7.4 You must not sublet, assign or part with possession of your property, or any part of your property, without getting our permission in writing.

7.5 You, people living with you and any other person must not give false information or withhold information relevant to a housing application or any other application related to the tenancy or your property.

7.6 You must use your council property as

Notes

a A ‘tenant like manner’ means you must take proper care of your property and carry out those minor jobs and tasks that are necessary to keep your property in a reasonable condition. 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.

b This includes notifying the Council of any changes in persons staying in your property - either moving in or moving out. Failure to declare any changes may result in legal action being taken against you.

c You can contact us to get information about the maximum number of people who can live in your property.

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. If you are found to have sublet all of your property the Council will seek possession of your property. The Prevention of Fraud Act 2013 makes subletting a criminal offence. If evidence of subletting is found you may be prosecuted as well.

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 your property.

f Introductory and demoted tenants do not have the right to sublet, or part with possession of any part your property, or to make improvements or alterations to their property.

g The Council will seek to evict any tenant who gives false information or withholds information relevant to their housing application or any other application related to housing which includes but is not limited to the right to buy, transfers, mutual exchanges or housing benefit claims.

h If you stop living in your home we may take

your main home and as a private home.

7.7 You must let us know if you are going to be away from your property for an extended period.

7.8 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 explosive, flammable or dangerous material in your property. This restriction also applies to any storage facility situated in or attached to the block, which has been provided for your use.

7.9 If you live in a flat or maisonette, you, 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.

7.10 If you live in a flat or maisonette, you, people living with you and any visitors to your property must co-operate with us to keep shared areas clean and tidy.

7.11 If you live in a flat or maisonette, you, people living with you and any visitors to your property must not damage or interfere with security and safety equipment in shared blocks.

7.12 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.

7.13 You must not use or allow anyone else to use your property for any trade or business purpose unless you first get our written permission. A business sign or notice may not be displayed on your property.

7.14 You must always operate your trade or business within the terms of the permission granted. If you do not, we will withdraw the permission and/or take appropriate legal action against you.

action to end your tenancy.

i You must make us aware of any period of absence likely to be longer than 4 weeks. This may include a stay in hospital, a long holiday, or even a term of imprisonment.

j This does not apply to storing bottled-gas appliances used for medical purposes, for example, bottled oxygen. For safety reasons, you should tell us if you are storing these appliances.

k Security doors, fire doors and shared doors must not be jammed open and you should not let strangers in without seeing their identification.

l This includes your front door as it may have a fire safety rating. You should contact us for more advice.

m Permission must be requested on form BU1 which is available from us. Permission will not be unreasonably refused. When considering your written request, we will have to be satisfied that the business will not cause inconvenience, nuisance or annoyance to neighbours and meets planning and insurance requirements.

7.15 You must get our permission in writing before you make any alterations to your property.

7.16 You must comply with any conditions imposed by us if you are granted permission to make alterations to your property.

7.17 You must comply with any legislation, regulations or guidance when making alterations to your property with our written permission.

7.18 You, people living with you and any visitors to your property must not make any alterations to shared or communal areas.

7.19 You, people living with you and visitors must not misuse fob keys and door entry systems.

7.20 You must not keep any illegal or unlicensed firearms at your property.

- n** Alterations include, but are not limited to, any structural changes, installing CCTV cameras, security lighting, showers, laminate flooring, solid fuel appliances, outside TV aerials and satellite dishes, and putting up any fences, sheds or other structures on your property.
- o** If you fail to comply with any conditions imposed as part of being granted permission we will take action against you which could mean seeking possession of your property.
- p** If you make any improvements or alterations to your property that are in breach of any legislation, regulations or guidance we may:
 - tell you to return your property to how it was before; or
 - carry out the work and charge you for doing it; or
 - take legal action against you which could mean seeking possession of your property.
- q** This includes but is not limited to erecting sheds and fences on shared or communal areas.
- r** Misuse of fob keys includes passing them to people not entitled to use them. Misuse of door entry systems includes repeatedly buzzing door entry systems.
- s** This includes all taser weapons, stun guns, CS Gas and all weapons classified under Section 5 of the Firearms Act 1968.

8 Access to your property

- 8.1** You must allow our officers, agents or workforce to enter your property to inspect the condition, state of repairs, decoration or cleanliness of your property, or to carry out repairs, maintenance, 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 to carry out an electrical safety check at any reasonable time of the day.
- 8.4** You must take all reasonable steps to ensure that access is given to your property when an appointment has been made.

Notes

- a** Never let anyone into your home without seeing some official identification. If you are in doubt, contact your local office during office hours.
- b** When carrying out their duties our employees and tradespersons have a right to work in a smoke free environment. Upon request from a council officer or tradesperson working for the council, you, people living with you and any visitors to your property must not smoke whilst the officer or tradesperson are in attendance at your property. If you fail to respect this request the officer or tradesperson reserves the right to leave your property without completing the purpose of the visit, including completing works to your property.
- 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** If you fail to let us into your property to carry out an electrical 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.
- e** 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.
- f** If you arrange for another person to allow our officers to access your property for a pre-arranged appointment because you cannot be there yourself, you must ensure that the person concerned is aged 18 or above.

8.5 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.

8.6 You must allow our officers, agents or workforce reasonable access to your property to carry out necessary works to a neighbouring property.

g 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 health and wellbeing. This includes but is not limited to instances of serious water leaks, gas leaks, fears for the health and safety of the tenant or any other person and cruelty to, or neglect of animals.

h We will give you reasonable notice of the date(s) when we require access. If you fail to let us into your property after requests to do so, we may have to force entry to prevent any risk to public health and safety or damage to your or a neighbouring property. Where we do have to force entry, we will charge you for doing so.

9 Maintenance and repairs

- 9.1** You must keep your property and contents clean, tidy, in good condition and free from vermin (for example mice or rats).
- 9.2** You must use the fixtures in your property responsibly and carry out minor repairs and tasks.
- 9.3** You are responsible for decorating the inside of your property.
- 9.4** You and any member of your household must not allow an accumulation of personal property or rubbish or other items in your property that:
- a) causes or is likely to cause damage or deterioration to your property; or
 - b) poses an environmental health risk, a health and safety risk or a fire risk; or,
 - c) prevents safe access or exit from your property.
- 9.5** You must keep your property in such a condition that it does not cause damage to other property or causes a nuisance or annoyance.
- 9.6** 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.
- 9.7** You, people living with you and any visitors to your property must not dispose of rubbish inappropriately and must not leave any rubbish, waste or unwanted household items in communal or shared areas.

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** Following a repair to your property, it is your responsibility to carry out any decorating, for example if a ceiling is re-plastered it is not our responsibility to paint it.
- d** If you fail to maintain your property you will be recharged for any damage caused. If any action is taken against the Council due to your failure the Council will seek to recover the losses from you.
- e** We will re-charge you for the removal of any items left by you in communal areas. This does not apply to rubbish, waste or household items stored in designated areas.

- 9.8** You must immediately tell the repairs centre about any damage or fault to your property.
- 9.9** You, people living with you and any visitors to your property must not tamper or interfere with the gas, electricity or water supplies or with any meters supplying your property.
- 9.10** You must not disconnect, or tamper with, extractor fans or smoke alarms that are connected to the mains.
- 9.11** You must maintain any battery-operated smoke alarms that we fit.
- 9.12** You must make sure that your property has suitable ventilation, either by using an extractor fan (if fitted) or by opening windows (or both).
- 9.13** 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.
- 9.14** You are responsible for properly connecting any gas appliances you own.
- 9.15** You are responsible for repairing and maintaining your own household equipment.
- 9.16** You are responsible for maintaining all improvements or alterations that you make and any fixtures and fittings you install at your property.
- 9.17** You are responsible for properly fitting any appliance you own.
- f** The supply includes any installation or fittings whether inside or outside of the property.
- g** Maintaining a battery-operated smoke alarm includes making sure that it is fitted with working batteries at all times.
- h** Condensation caused by you in failing to ventilate your property is not our responsibility.
- i** Gas appliances must only be installed by people who are suitably qualified.
- j** In some circumstances, we may agree to maintain a central-heating system that you have had fitted. Contact us for details.

You should insure the contents of your property.

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

You must get our permission, in line with condition 7.15, if you need to make alterations to fit appliances. Alterations

9.18 You must make sure that a suitably skilled person does any work which you plan to have carried out at your property.

9.19 You must repay us any costs we have to pay to repair any damage to your property caused by you, people living with you and any visitors to your property, either deliberately or through neglect.

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

9.21 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.

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

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.

l If work has been carried out in a way that has, or could, cause damage to your 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.

m An example of an act of neglect would be not telling us about a leaking pipe.

n If a pipe does become blocked and you cannot deal with it, you should contact us.

- o** Reasonable steps to prevent damage to pipes include:
- lagging;
 - testing your stopcock every year before the cold weather begins
 - turning off the water and draining down the hot cylinder and heating system if you are going away during the winter.

9.23 You must move to alternative accommodation when requested to do so if we need to carry out works to your property.

9.24 You must move back to your original property once we have completed any works to your property, unless you have had to move because we have demolished your original property, in which case we will move you to another property that we have identified as suitable for your needs.

p 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. The accommodation could be permanent or temporary.

q 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.

10. Anti-social behaviour

10.1 You, people living with you and any visitors to your property (including children) must not engage in conduct causing or likely to cause harassment, alarm or distress or a nuisance or annoyance, 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.

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 incite hatred, 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.

10.4 You, people living with you and any visitors to your property (including

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 or annoyance includes:

- playing loud music;
- slamming doors;
- dog barking and fouling;
- offensive behaviour;
- drunkenness;
- prostitution;
- graffiti;
- cultivating or selling drugs or drug abuse;
- dumping rubbish; or
- 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.

c Examples of harassment, alarm or distress include:

- 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; or
- doing anything that interferes with the peace, comfort or convenience of other people.

d Criminal, immoral and illegal activities include:

children) must not use your property or any shared area, for any criminal, immoral or illegal purpose.

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.

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 your property or by people living in other properties. This includes music being played in gardens and in cars parked outside your property.

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 your property (including children) must not commit, cause or allow acts of physical abuse, verbal abuse or harassment towards our employees, agents, contractors, or councillors.

10.10 Council employees, our contractors or agents have the right to go about their business free from abuse, threatening behaviour or harassment. You must not use social media or any other form of communication to abuse, threaten or harass Council employees, contractors or agents.

- selling, storing, cultivating, possessing or using any illegal drugs;
- storing or handling stolen goods; or
- doing anything relating to prostitution.
- abstracting electricity,
- housing or benefit fraud

e This sort of equipment includes:

- musical instruments;
- audio equipment such as hi-fis and stereos;
- games machines;
- computers; and
- audio-visual equipment such as televisions, video and DVD players.

f 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.

g This also includes damage to shared and communal areas.

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

i Communication includes telephone calls, text messages, e-mails or posting comments on social media. This condition applies wherever the communication takes place.

10.11 You, people living with you and any visitors to your property must not inflict domestic abuse against your partner or another member of your family or household.

j Domestic abuse is any incident of controlling, coercive, threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults aged 16 or over who are or have been intimate partners or family members, regardless of gender or sexuality.

If someone responsible for domestic abuse continues to live in one of our properties (and the victim has been forced to leave your property as a result of the abuse), we will use our legal powers where appropriate. We will utilise a range of tools and powers at our disposal to appropriately support domestic abuse victims and manage perpetrators.

The list below shows examples of behaviour which we will always class as anti-social 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 or drug cultivation
- Verbal abuse and offensive gestures
- Domestic abuse
- 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 and through social media
- 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

The list below shows examples of behaviour which we will class as anti-social 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

Notes

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 in writing 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.

11.8 You, people living with you and any visitors to your property must not cause a nuisance or annoyance to neighbours or other people while carrying out motor-vehicle repairs,

a The locality or neighbourhood of your property includes your garden, driveway, paved areas around your property, on the street, shared areas and shared parking areas.

b This applies only to vehicles that are clearly neglected (for example, vehicles that have no tyres or windscreen) and have been left for a long time.

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

either at your property or in the locality or neighbourhood of your property.

may be a nuisance. Persistent or loud repair work may also cause a nuisance to other people.

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 your property.

d 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.

e 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

11.11 You, people living with you and any visitors to your property must not leave any vehicle that does not have a valid M.O.T. or road tax on a shared or communal car park without written permission. Any such vehicle will be removed and the owner re-charged for the cost of removing the vehicle.

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 your 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.

12.6 You, people living with you or any visitors to your property must not mistreat, neglect, abuse or harm any animal at your property or within the locality of your property.

Notes

a This restriction does not apply to Assistance Dogs, for example Guide Dogs. An Assistance Dog is one which has been specifically trained to assist a disabled person and which has been qualified by one of the charitable organisations registered as members of Assistance Dogs (UK).

b 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.

c 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.

We will ask you to remove any animal that we consider to be unsuitable or which is causing a nuisance.

d We will also report any such instances to the RSPCA and the Police.

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 dispose of any of the furniture that has been 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 has been provided.

13.3 You should contact us as soon as possible if any of the furniture that has been provided needs to be repaired.

13.4 You must allow our officers, agents or staff to enter your property to inspect the furniture that has been provided.

13.5 You must leave the furniture at your property when you move out, and it must be clean and in good condition.

Notes

- a** When you sign your tenancy agreement, you will be given a list of the furniture that has been provided.
- b** It is a criminal offence to sell, rent or give away the furniture that has been provided. 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** You may be charged for the cost of repairing any damage to the furniture provided, 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 the furniture and also to check that all of the furniture is still at your property. We will give you reasonable notice if we want to inspect the furniture that has been provided.
- e** We will charge you for any missing furniture and for any damaged or broken items.

14. Serving notices

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

General notices (housing matters) should be sent to:

Director of Housing,
The Borough Council of Sandwell
Sandwell Council House
PO Box 2374
Oldbury
West Midlands
B69 3DE

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