

CONDITIONS OF TENANCY
SECURE TENANCY

ABOUT YOUR TENANCY AGREEMENT

- 1.1 Your tenancy agreement makes you a secure tenant.
- 1.2 It means you keep your home as long as you want it **unless** there is a legal reason why we want to take it back (called a 'ground for possession' in law). A court has to agree with our request to evict you or to move you to another home.
- 1.3 If we decide to take action to end your tenancy we will serve any legally required notices to the address on your tenancy agreement. The notice will be posted to, or left at, the property or given to you personally. If we need to send you any other legally required notice we will follow the same procedure.
- 1.4 This document sets out your conditions of tenancy. It tells you what we must do and what you, or anyone living with you, must do or must not do. If an obligation of the tenancy has been broken or not performed, we may take legal action to make you abide by it. We may also evict you.
- 1.5 If there is more than one joint tenant, each of the joint tenants is jointly and severally liable for any breach or non performance of any of the tenancy conditions in this agreement.

Your rent and other charges

- 2.1** **You must** pay your rent and 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 or every month if you prefer. There are occasional 'free' weeks when no rent is due (although people with rent arrears must continue to pay in these weeks).
- 2.2** If you do not pay your rent, or pay it persistently late, we can go to court to get legal permission to evict you from your home.
- 2.3** If you are **joint tenants** you are each responsible for all the rent and for any rent arrears. We can recover all rent arrears owed for your home from any individual joint tenant even if one joint tenant leaves.
- 2.4** The rent and other charges may be increased or decreased from time to time—usually once a year. You will be told in writing at least four weeks before any change.

Repairs and Improvements

Our Responsibilities

- 3.1 We must** keep the structure and exterior of your property (including drains, gutters and external pipes) in repair. We must keep in repair and proper working order:
- installations for supplying water, gas, electricity and sanitation. This includes basins, sinks, toilets, baths. It does not include other fixtures and fittings or your own appliances that use the water, gas or electricity supplies
 - installations for supplying heat and hot water
 - the common parts. This includes landings, stairs, lifts and rubbish chutes.
- 3.2 We must** do repairs in a reasonable time. This depends on how urgent they are.
- 3.3 We must** clear up after a repair.
- 3.4** There are special circumstances when the council has the legal right to take possession of your home because work needs to be done on it. They are:
- If your property needs to be empty for a major building repair or for complete redevelopment, or because it has to be demolished. You will be offered a suitable alternative home. You may get compensation or help with moving costs (or both) depending on your circumstances. Your move could be permanent or temporary.
 - If you agree to a temporary move we have the right to recover possession of your temporary home when the work on your original property is finished.

Your Rights

- 3.5 You have the right** to require the Council to carry out repairs for which it is responsible in a reasonable time.

Your Responsibilities

- 3.6 You must** first get our permission, in writing, if you want to put in your own improvements or make alterations to your home.
- 3.7 You must** report any faults or damage to us immediately.
- 3.8 You must** keep your property in a good and clean condition, including internal decoration.
- 3.9 You**, or anyone living with you or visiting your home, **must not** tamper with water, gas, electricity supplies or with the meters.
- 3.10 You must pay** for repair or replacement if you, or anyone living with you or visiting your home, causes damage deliberately (smashed windows or broken doors for example). You must also pay for repair or replacement if damage is caused by your own neglect.
- 3.11 You are responsible for** some day to day repairs, as defined in your Handbook.
- 3.12 You must** allow council workers or people sent by the council into your home to inspect and carry out repairs and improvements, providing they show you our approved identification. In emergencies we will need to get in immediately to prevent risk to you or your neighbours. If you do not let us in we could force entry/take legal action to enter your home—you may have to pay the costs.
- 3.13 You must** allow access to council workers or people sent by the council into your home to carry out an annual gas service or inspection, providing they show you our approved identification. If you do not let us in we could force entry/take legal action to enter your home – you may have to pay the costs.

- 3.14 You are responsible for** repairing and maintaining fixtures and fittings you install at the property. If at the end of your tenancy we do not want the fixtures and fittings or you choose to remove them, the property must be returned to its original condition. There maybe a recharge for any work we have to carry out.
- 3.15 You must not** remove or disconnect any smoke detector that we have installed.
- 3.16 You must** keep in repair any garage, shed, outbuilding or fencing for which you are responsible.
- 3.17 You must not** make any structural alterations to your home without our written permission.

Community responsibilities

Everyone has the right to enjoy life in their own way providing they don't break the law or upset people living near them. We will try and help people solve their problems peacefully but we will take action quickly when this fails and in cases of harassment or victimisation.

Your Responsibilities

- 4.1 You are responsible for** the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- 4.2 You**, or anyone living with you, or visiting your home, **must not do anything which causes, or is likely to cause**, a nuisance, annoyance or disturbance to any person residing, visiting or otherwise engaged in a lawful activity within the locality. Examples of nuisance, annoyance or disturbance include but are not limited to:
- Using, or threatening to use violence
 - Playing Loud music
 - Shouting and swearing
 - Offensive drunkenness
 - Banging and slamming doors
 - Dogs barking
- 4.3 You**, or anyone living with you, or visiting your home, **must not** harass or threaten any person residing, visiting or otherwise engaged in a lawful activity within the locality.
- 4.4 You**, or anyone living with you, or visiting your home, **must not** make false or malicious complaints about the behaviour of any person

residing, visiting or otherwise engaged in a lawful activity within the locality.

- 4.5** **You**, or anyone living with you, or visiting your home, **must not** use your home, any communal area or the locality, for any illegal or immoral activity such as drug dealing or committing burglary or robbery.
- 4.6** **You**, or anyone living with you, or visiting your home, **must not** damage, deface or put graffiti on council property. You may be charged for any repair or replacement.
- 4.7** **You**, or anyone living with you, or visiting your home, **must not** interfere with security and safety equipment in communal blocks.
- 4.8** **You must not** inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.
- 4.9** **You**, or anyone living with you, **must not** keep any animal(s) that are unsuitable for your home or garden because of their type or number. Any animal(s) must not do anything which causes, or is likely to cause a nuisance, annoyance or disturbance to any person residing, visiting or otherwise engaged in a lawful activity within the locality. You will be responsible for providing and maintaining any fencing specifically required to control your animal(s).
- 4.10** **You must** co-operate with the council and your neighbours to keep any communal areas clean, tidy, secure and clear of obstruction.
- 4.11** **You**, or anyone living with you, **must not** run a business from your home without our agreement in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property.
- 4.12** **You**, or anyone living with you, or visiting your home, **must not** keep mopeds or motorbikes inside your home or in communal areas (such as entrance halls, stairs, landings or grass verges).

- 4.13** **You**, or anyone living with you, or visiting your home, **must not** park a vehicle anywhere on your property except in a garage or on a 'hardstanding' accessed by a dropped kerb approved by the council. A hardstanding is a driveway or paved area intended for parking.
- 4.14** If your property has a designated residents' parking space, or garage, you must not give permission for anyone else to park there, other than you, other persons living at your property, and your visitors.
- 4.15** **You**, or anyone living with you, or visiting your home, **must not** do major car repairs at, or around your property.
- 4.16** **You**, or anyone living with you, **must not** put up structures such as sheds, garages or pigeon lofts anywhere on your property without our written permission.
- 4.17** **You must** keep all garden areas tidy, not allow them to become overgrown and keep them free from rubbish, non-garden furniture and household appliances. You must not alter any boundaries. We may carry out work to keep your garden tidy. If we do this we may charge you for the cost of the work.
- 4.18** **You**, or anyone living with you, or visiting your home, **must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.

Our Responsibilities

- 4.19** **We must** give you, and anyone living with you, help and advice if you report anti-social behaviour or nuisance. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.

Tenant Involvement

Our Responsibilities

- 5.1 **We must** ask your views about any of our plans if they substantially affect your tenancy—for example we will consult you about modernisation or improvement work planned for your home or your area. We will involve you or your tenants' group in local housing issues.
- 5.2 **We must** ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.
- 5.3 **We must** send you information every year about our work and performance. It will tell you how the service is paid for and how your money is spent.
- 5.4 **We must** deal with your complaints efficiently and effectively.

Your Rights

- 5.5 **You have the right** to see information that we hold about you, in accordance with the law. You can get copies of the information but you may have to pay.
- 5.6 **You have the right** to start or join a local tenants' group.
- 5.7 **You have the right** to come to committee and panel meetings which decide how council services are run and managed.

Using your home

- 6.1** **You have the right** to take in lodgers, providing there is room in your home.
- 6.2** **You must not** sub-let part of your home without first obtaining our written permission.
- 6.3** **You must not** sub-let the whole of your home.
- 6.4** **You must not** assign (transfer) your home without our written permission.

Your Responsibilities

- 6.5** **You must** reside in your council property as your only or main home.
- 6.6** **You must** tell us if you will be away from home for more than a month. (This is so we know you haven't abandoned your home).
- 6.7** If you don't reside in your property as your only or main home, or if you don't tell us when you'll be away from your home for more than a month, we can take action to end your tenancy.

Moving to another council home

Your Rights

- 7.1** **You have the right** to apply to move to another home. You have the right to see our rules for deciding who gets offered a council home.

- 7.2** **You have the right** to swap your home (called an 'exchange'), subject to first getting our written permission and subject also to certain conditions being satisfied.

Leaving your home and ending your tenancy

Your responsibilities

- 8.1 **You must** give us at least four weeks written notice if you want to terminate your tenancy. This Notice must end at noon on a Monday and you must return all of your keys to the housing office by then.
- 8.2 **You must** leave the property, the fixtures and any furnishings we have provided in a good condition when you go. Do not leave any of your belongings behind—we will dispose of them and may charge you.
- 8.3 The property and garden **must** be clean, tidy and free of rubbish. If they are not, we may charge you for any work that we have to do, when you have left.
- 8.4 **You must** pay for repair or replacement if damage has been caused deliberately or by your own neglect.
- 8.5 **You must not** leave anybody else living in your home when you end your tenancy.
- 8.6 If you are **joint tenants** any one of you can end the tenancy by giving us at least four weeks written notice. This Notice must end at noon on a Monday. We will decide if any of the other joint tenants can stay in the home.
- 8.7 If your tenancy becomes a non-secure tenancy, the council may terminate it by giving you at least four weeks written notice ending at noon on a Monday.

Other tenant's rights

- 8.8 If you die, someone else who has been living with you may have the right to take on the tenancy or be offered another.

Written Notice

9.1 You must serve all notices relating to your tenancy on:

Dudley Metropolitan Borough Council

The Council House,

Priory Road,

Dudley,

West Midlands

DY1 1HF

9.2 We will deliver or post all letters and notices relating to your tenancy to the property. Such methods of service shall be good and sufficient service on you. We will assume that you have received all such letters and notices within 72 hours if we had posted them, or within 24 hours if we have delivered them by hand.