**Document Control**

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| V2 | 30/4/24 | Amended damp and mould/condensation sections to be compliant with Awaab’s Law. |  |
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| V5 | 25/10/24 | Amendments following service responses. |  |
| V6 | 16/12/24 | Amendments following service responses. |  |

**Change Control**

If any changes are required to this document, please contact the Document Owner.

1. **INTRODUCTION**
	1. Please read this document carefully – it is very important and forms part of your conditions of tenancy. This is the legal contract between you and the Council, and sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord. If you do not understand any of the contents of this document please contact your local housing team or seek legal advice. You can find more advice on the Council’s website – [www.birmingham.gov.uk](http://www.birmingham.gov.uk).
	2. Whatever type of tenancy you hold with the Council, it is important that you comply with the conditions of tenancy. If you do not, the Council may take action against you which could include ending your tenancy. Please note that if the Council takes possession of your property due to antisocial behaviour, we may also refuse to rehouse you in the future. If you leave a Council property and owe money to the Council (such as rent arrears, court costs, rechargeable repairs etc) we may not rehouse you in the future until these debts have been repaid. If you commit tenancy related fraud this may result in both the loss of your home and prosecution.
2. **YOUR TENANCY AGREEMENT**
	1. By signing your tenancy agreement you are agreeing to become our tenant.
	2. You are entering into a legal contract with the Council. If there is anything in your tenancy agreement or these Conditions of Tenancy that you do not understand, you should contact your local housing team or obtain advice from a solicitor or advice centre.
	3. Some of your responsibilities apply to you, your friends, relatives and any other person living in or visiting your home, including children.
	4. Joint tenants are jointly and severally responsible for meeting the tenant’s conditions under these Conditions of Tenancy. You should therefore give due consideration before entering into a joint tenancy to ensure that both parties understand and agree to the Conditions of Tenancy.
	5. Your tenancy agreement gives you the right to live in the property. We will not interfere with this right unless we have the legal right to do so. The circumstances in which we may interfere with your right to live in the property depend on the type of tenancy that you have.
3. **TYPES OF TENANCY**
	1. There are three kinds of tenancy used by the Council at the present time, although we may also choose to use any other type of tenancy permitted by future legislation:
		1. Introductory Tenancies (see 3.3);
		2. Secure Tenancies (see 3.4);
		3. Demoted Tenancies (see 3.5).
	2. These Conditions of Tenancy apply to all tenancy types; the relevant section details those conditions which apply to each specific tenancy type.
	3. **INTRODUCTORY TENANCIES**
		1. Unless you are transferring from a secure tenancy or an assured tenancy of a private registered provider of social housing (commonly known as a housing association), you will start your tenancy as an introductory tenant.
		2. Your introductory tenancy will last for 12 months, unless we extend it by a further six months as a result of you breaking the tenancy conditions during this time and the Council taking action against you, including action to end your tenancy.
		3. If we decide to extend your introductory tenancy by six months, we will serve a notice of extension on you. You have the right to request a review of this decision. Where we service a notice, your tenancy will be extended by six months if you either do not request a review or if you do request a review and our decision to extend is confirmed.
		4. If, during the introductory tenancy, you break any of the tenancy conditions, we may take action to end your tenancy.
		5. By law, during your introductory tenancy you do not have the same rights as a secure tenant. You cannot:
* Apply for the right to buy your home;
* Vote for a change to a new landlord;
* Sub-let your home;
* Make a structural change to the property;
* Apply to exchange your home.
	+ 1. In certain circumstances we may let you take in a lodger or someone to provide you with support and/or care. You must obtain our written permission first. We may refuse you permission to let people stay with you in the property for a variety of reasons, including if it would make the property overcrowded or if we think they may break the Conditions of Tenancy, or if we have already evicted your guests(s) because of their behaviour. We will give our reasons to you in writing.
	1. **SECURE TENANCIES**
		1. All introductory tenants automatically become secure tenants at the end of the 12-month introductory period, unless any of the conditions set out in section 3.3.2 are met.
		2. The below clauses apply specifically to secure tenants. These are not an exhaustive list of the circumstances where the Council may interfere with your rights of occupation, and these may change depending on future legislation, but they are the most common reasons that the Council may take action against secure tenants.
* If you break any of the conditions in this agreement, we may take legal action to force you to meet these conditions, or we may ask the courts for permission to grant an injunction, demote your tenancy or evict you.
* If the Council built or adapted the property for a disabled person so that it is substantially different from an un-adapted home and you no longer need that type of home, and the Council requires the property for another household with specific needs that could be met in the property.
* If you have succeeded to the tenancy and the property is larger than your needs (except in limited circumstances).
* If we need to carry out redevelopments, improvements or major repairs to the property which we cannot do unless you move out.
* If you stop using the property as your only or principal home.
* If there are any other reasons under housing legislation, for example the Housing Act 1985, Housing Act 1996, Housing and Regeneration Act 2008 or any future law which entitles us to interfere with your rights and we decide to do so.
* If you or anyone acting on your behalf have committed tenancy fraud in order to obtain the tenancy or during the lifetime of the tenancy. Tenancy fraud can result in criminal prosecutions and/or civil proceedings, including civil financial penalties and the loss of your home.
	+ 1. Secure tenants have the right to take in a lodger.
		2. Secure tenants also have the right to sub-let part of their home, however you must have the prior written permission of the Council to do so and cannot sub-let the whole of your home.
		3. Secure tenants have the right to exchange their home with another Birmingham City Council tenant, a housing association tenant or a council tenant from another council. This right only applies where:
* All parties hold a secure tenancy.
* All parties live in England or Wales.
* All parties have the prior written permission of their landlord.
	+ 1. We may refuse an exchange if tenants do not meet certain conditions. If you exchange your property without our prior written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted. If you have made any unauthorised improvements or modifications to your home you must put the property back into its previous state at your own expense before we will give permission to exchange. Consent to a mutual exchange will usually be subject to a condition requiring you to repay any outstanding rent.
		2. In certain circumstances secure tenants have the right to buy their home. More information can be obtained via your Local Housing Team or via the Council’s website.
	1. **DEMOTED TENANCIES**
		1. Demoted tenancies are created by the courts where a secure tenant has behaved antisocially. Demotion is an alternative to the Council asking a court to evict you. Demotion replaces a secure tenancy with a tenancy which we can end without having to establish grounds for possession. As a demoted tenant you lose your security of tenure. Demoted tenants have similar rights to those of an introductory tenant and cannot:
* Apply for the Right to Buy;
* Sub-let any part of the property;
* Vote for a change to a new landlord;
* Take in a lodger without written permission;
* Apply to exchange their home;
* Make a structural change to the property;
* Transfer to another Council property.
	+ 1. Demoted tenants have fewer rights than both introductory and secure tenants in relation to the assignment of tenancies, and different rules apply relating to the succession of the tenancy following the death of a demoted tenant.
		2. Demoted tenancies will last for 12 months, unless the Council has served you with a notice. If a notice has been issued, the demoted tenancy will last for a further six months after which time, if there have been no further breaches of these conditions, you become a secure tenant again. If there have been further breaches, we may apply to the court to end your tenancy.
	1. **GENERAL PRINCIPLES**
		1. The following provisions apply to all tenants, irrespective of tenure.
		2. You must inform your local housing team in writing if you will be away from the property for more than four consecutive weeks, and provide a contact address whilst you are away. You must make your home safe and secure, and take reasonable measure to protect it against fire and flood for the time that you are away.
		3. You and any other member of your household (including children) must not use the property for any purpose other than as a private home.
		4. Periodically you may be required to produce appropriate identification and evidence of occupation for you, and any other persons living with you on a permanent or temporary basis.
		5. Periodically you will be required to provide access to the property for the purpose of carrying out a tenancy check. The purpose of a tenancy check is to ensure that there are no breaches of tenancy conditions and to provide you with advice on your tenancy rights and responsibilities, and information on services and support that may be of use to you.
		6. If you stop using the property as your only or principal home, the Council may take action to end your tenancy.
		7. You are responsible for carrying out Right to Rent checks in respect of any lodger you take in or if you sub-let part of your home – advice on carrying out these checks can be found at [www.gov.uk](http://www.gov.uk).
		8. You must not sub-let the whole of your home.
		9. During your tenancy you must not own or rent, alone or with someone else, any other home which it would be reasonable for you to live in as your home.
		10. You must tell your local housing team if you buy or start renting any other home which it would be reasonable for you to live in.
		11. If you inherit a property, this tenancy condition can only be broken once you have owned the property for more than 12 months.
		12. In deciding whether this tenancy condition has been broken, the Council will consider:
			+ 1. Whether the property is fit for you to live in;
				2. If you use the property as a holiday home and it is only fit for that purpose;
				3. Whether the property is suitable for your household, taking into account the size of the property, your employment and any disability or medical problems experienced by any member of your household.
1. **OUR RESPONSIBILITIES**
	1. We will consult tenants about significant changes to the management and maintenance services. We do this through a variety of mechanisms which may include constituency tenant groups, housing boards, tenants’ and residents’ associations, tenant management organisations and via [www.birminghambeheard.org.uk](http://www.birminghambeheard.org.uk).
	2. If we want to vary your tenancy agreement (except in relation to the payment of rent or service charges or facilities or rates) we may do so by serving a notice of variation on you.
	3. Before we serve a notice of variation, we will serve on you a preliminary notice, telling you about our intention to serve a notice of variation, setting out the proposed variation and its effect, and inviting you to comment on the proposals within a reasonable time specified in the notice. We will consider any comments you make before making a final decision.
	4. If we serve a notice of variation on you, then if you give us a valid notice to quit before the date on which the variation comes into force the variation will not take effect against you, unless you then without written agreement withdraw the notice to quit before the date on which the variation comes into force.
	5. We will keep in repair the structure and exterior of your home (including drains, gutters and external pipes).
	6. We will keep in repair and proper order the installations in your home for the supply of water, gas and electricity for sanitation (including basins, sinks and sanitary fittings and appliances for making use of the supply of water, gas or electricity).
	7. We will keep in repair and proper working order the installations in your home for space heating and heating water.
	8. We will keep in repair any step or path that is an essential means of access to your property.
	9. We will keep in repair any boundary fence or wall we have provided. Other than repairs to make them safe, we may repair these items as part of a programme of planned repair work. We may remove broken fences or walls we have provided rather than repair them.
	10. We will keep in repair any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.
	11. In flats and maisonettes, we will keep in repair all entrances halls, stairways, lifts, rubbish chutes, lighting and other parts for common use.
	12. We will keep common areas free from obstruction and items made from materials that do not meet fire safety standards.
	13. We will remove associated rubbish and building materials from your property after repair work has finished.
	14. We have no responsibility to install, extend or improve existing:
* Ventilation
* Heating
* Insulation
* Internal plasterwork
* Electrical appliances and fittings within your home, unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions.
	1. We will give you help and advice if you tell us you are a victim of antisocial behaviour or hate crime, and we will investigate complaints of antisocial behaviour or hate crime.
	2. We may, under our duty of care, take action without your consent to protect you or members of your household from antisocial behaviour, hate crime or domestic abuse.
	3. If we serve any written notices on you under your tenancy agreement, they will be considered to be properly and validly served if we deliver them to your property by hand, send them to you by post, send them to you by email or give them to you in person.
1. **YOUR RIGHTS**
	1. This agreement gives you the right to live in the property. Formal partners have the same rights as married couples.
	2. You can live in the property without interference from us as long as you, your friends and relatives and any other person living with you in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to court to end your tenancy.
	3. You have the right to see our policies on housing. These will be available on the Council’s website ([www.birmingham.gov.uk](http://www.birmingham.gov.uk)).
	4. You have the right to have certain repairs (known as qualifying repairs) done within set time limits. If we do not carry out a qualifying repair within the set time limit, you can ask us to arrange for another partner to do the work. If this approved partner fails to do the work, you may be entitled to compensation.
	5. You may be able to carry out certain improvements to your home, however you must follow the relevant process to obtain our written permission before you start making any changes.
	6. You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to do with services or facilities for Council tenants. This right to be consulted does not however apply to rents, charges or service charges levied by the Council.
	7. If you move and with our prior written permission you have substantially improved your home, you may be entitled to some compensation.
	8. If we require possession of your home for clearance then you shall give up possession of that property subject to being made one offer of suitable alternative accommodation, the suitability of which will be determined by us.
	9. You have the right to see information held about you as covered by the Data Protection legislation. We may charge you a reasonable cost for providing this information.
* Personal information that you give us will either be retained within our computer systems and/or held within paper records. Whichever way, your personal information is protected under the provisions of Data Protection legislation.
* Information of a personal nature given by you when, for example, applying for a Council property, Council house transfer or any other service provided by us, is essential to enable us to provide the housing services required by our tenants and leaseholders and in preventing and detecting social housing fraud.
* You should be aware that there are occasions where your personal information may be disclosed to other bodies/organisations in accordance with our role as a landlord where we are obliged to do so.
* It is important to stress that in all matters relating to disclosures of information we will use our discretion when dealing with enquiries of a personal nature, whilst maintaining the maximum amount of confidentiality for our customers as prescribed under the terms of Data Protection legislation.
* Where a request for information is required which is outside of the provisions of the legislation, we will always seek the approval of the individual concerned before any action is taken.
	1. **SUCCESSION RIGHTS**
		1. If your tenancy was granted on or after 1 April 2012 then when you die, your tenancy may pass to your partner, so long as the property is your partner’s only or principal home at the time of your death. This is known as “succession”. If you yourself are a successor (for instance, because you have succeeded on the death of a previous tenant), then your partner will not have the right of succession.
		2. If your tenancy was granted before 1 April 2012 (or if it is a periodic tenancy arising on the expiry of a fixed term secure tenancy before 1 April 2012) then when you die, your tenancy may pass:
* To your spouse or civil partner so long as the property is that person’s only or principal home at the time of your death; or
* To another member of your family so long as the property is their only or principal home at the time of your death and they have resided with you throughout the period of twelve months ending with your death.
	+ 1. If you yourself are a successor (for instance, because you have succeeded on the death of a previous tenant), then your partner and family members will not have the right of succession. If more than one family member is qualified to succeed to your tenancy on your death, then unless they can agree which one of them should succeed to the tenancy, the Council will select one of them to succeed.
		2. In the event of either 5.12.1 or 5.12.2, if your tenancy passes to your partner or a family member when you die, and the property has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask them to move to another suitable property.
		3. In the event of 5.12.2, if your tenancy passes to your partner or a family member when you die and the property is larger than they need, we may ask them to move to another suitable property.
		4. In the event of 5.12.4 or 5.12.5, we will take steps to find alternative accommodation, however if they are unwilling to move and it is reasonable in the circumstances, we may seek a court order to gain possession of the property.
		5. In certain circumstances you may also have the right to assign your tenancy to someone who qualifies as a successor. You are advised to seek legal advice before proposing to assign your tenancy. You must complete any repairs for which you are responsible before assigning your tenancy. This includes reinstatement of any unauthorised alterations you have made to the property. If you assign, we may ask you beforehand to clear any debts owed to us as well as to leave the property clean and in a good state of repair.
1. **RENT AND OTHER CHARGES**
	1. You must pay the rent and all other charges for the property on time throughout the whole period of your tenancy, including any period that you are away from the property. Other charges include, for example, service charges, charges for heating, charges for garages and other services, Housing Benefit overpayment, rechargeable repairs, “bedroom tax” and court costs.
	2. Some tenants pay for extra services with their rent, for example security, sheltered accommodation charges and caretaking; we will tell you if this applies to you. If a new service charge is added we will consult with you and apply the charge at the start of the new rent setting period as part of your rent notice.
	3. You must pay your rent weekly, unless another interval (e.g. fortnightly, monthly, four weekly) has been agreed with us. Rent payments must be paid in advance so that your rent account is clear of arrears at all times, and can be paid through your bank or online.
	4. During any payment holiday period, if you owe rent or other debts to us, you must make a minimum payment of a sum equivalent to your weekly rent plus any other arrangement amount due. If you pay your arrears by Direct Debit, we reserve the right to adjust your Direct Debit to collect this same payment during each of the payment holidays.
	5. If you are a joint tenant, you are jointly and severally responsible for all the rent and other charges when they are due. This means that, if the other joint tenants in your property do not pay their share of the rent and other charges, you must pay all the rent and other charges as you will be held liable.
	6. If you use Housing Benefit or Universal Credit housing payment as a method of payment to pay part or all of your rent, you must tell the Benefit Service (or, for Universal Credit, the DWP) and your local housing team immediately of any changes that may affect your entitlement to benefit.
	7. You must tell the Rent Service immediately if you are in receipt of Universal Credit.
	8. If you put your tenancy at risk due to non-payment of rent we reserve the right to refer you for specialist debt and welfare benefit advice, if available, without your prior consent.
	9. You are also responsible for all rent and other costs, such as court costs and rechargeable repairs. If you were a joint tenant, you will still be responsible, even after the other tenants have left the property, as you will be jointly and severally liable.
	10. If there is a shortfall between the amount of Housing Benefit or Universal Credit housing payment made to the Council and the full rent for your property, you must make up the shortfall my making payments to the Council in advance by another method.
	11. We may change your rent and/or service charges at any time. We will notify you of any change in rent at least 28 days before the change, but we reserve the right to change your rent even if you do not receive this notification.
	12. If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and a money judgment order to recover you debts. We will ask the court to award the costs of taking you to court against you. You must pay all these amounts in accordance with the court order. We may refer debts to a debt collection agency. A money judgment order may affect your ability to obtain credit in the future.
	13. You must pay or make and keep to an arrangement to repay all debts owed to the Council including any debt relating to any former tenancy you have held with us. If you do not keep to an arrangement we may take legal action and/or refer debts to a debt collection agency.
	14. You must pay or make and keep to an arrangement to repay other costs such as rechargeable repairs, court costs, recoverable Housing Benefit or other charges.
	15. We may deduct any money you owe the Council from any money that is owed to you by the Council.
	16. If you have rent arrears, you may not qualify for a transfer to alternative accommodation or to receive an offer of alternative accommodation.
	17. We will make a reasonable administrative charge for providing credit references for you. We will not provide a reference for this until this charge has been paid in full.
	18. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us, as you remain liable to pay the debt, and provide us with your new address as well as any future address. You may not be able to have another Council home until you do so. This may also affect your prospects to be rehoused by another landlord. If you do not repay debts we will take legal action to recover debts and/or may refer debts to a debt collection agency.
2. **ANTISOCIAL BEHAVIOUR**
	1. We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not adversely affect the lives of other residents or their families or visitors, or the property. We ask that all tenants, their families, anyone else living with them in their property and visitors are considerate towards their neighbours and help to create happy and caring communities. We will do all we can to promote harmony in local communities and to deal with any problems. We will act quickly against tenants who ignore these conditions of tenancy and will work with other agencies to resolve nuisance caused by people who are not Council tenants.
	2. As our tenant, you are responsible not only for your own behaviour but also for that of all members of your household and pets and your visitors while they are in your home (Including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas). These conditions extend to the whole of the estate that the property is on (if it is an estate property) including privately owned or housing association properties, local shops and/or amenities or services in the local area.
	3. If you, your family, anyone living with you or visitors behave antisocially we will take action to stop you. This may include going to court to ask for you to be evicted, applying for an injunction or other suitable order to prevent you from behaving antisocially and/or exclude you from the property and/or the local area.
	4. You, your friends and relatives and any other member of your household or visitor to the property (including relatives, friends and children) must not:
* Do anything which causes or is likely to cause a nuisance or annoyance to anyone in the local area.
* Do anything which interferes with the peace, comfort or convenience of other people living in the local area.
* Harass anyone or be involved in hate crime against anyone (this would include harming, intimidating or threatening, or acting in a manner that causes distress to anyone) in the local area because of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, age, disability, mental illness, actual or perceived HIV status. This would include encouraging or permitting others to be involved in such behaviour on your behalf or for your benefit.
* Harass, or threaten to harass, or use or threaten violence towards anyone in the local area for any other reasons.
* Harass, or threaten to harass, or use or threaten violence towards our employees, councillors, anyone contracted to work for the Council or elected tenant representatives.
* 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.
* Use or permit anyone to use the property for any illegal drug related activity including use, making, cultivation, manufacturing, supplying, selling, buying, storing or possession of drugs.
* Use or permit anyone else to use your property for any criminal, immoral or illegal purpose, including selling or storing unlicensed firearms or using firearms or weapons, or storing or handling stolen goods.
* Use threatening behaviour, coercive control, domestic violence or abuse (including but not limited to physical, psychological, sexual, financial or emotional abuse) towards anyone living in the property. Controlling behaviour includes but is not limited to behaviour that isolates a person from friends and family and other sources of support, taking control of their resources and depriving them of their independence. Coercive behaviour includes acts of assault, threat, humiliation or intimidation that are used to harm, punish or frighten another person. If you are found the be the perpetrator of domestic abuse, we may take action which could result in you losing your home.
* Intentionally damage the property. If you intentionally damage the Council’s property, we will seek compensation and will recharge you for the damage.
	1. Examples of behaviour that would cause a nuisance or annoyance would include (this is not an exhaustive list):
* Excessive noise (loud music, slamming doors, use of power tools at unsociable hours etc).
* Allowing pets to cause a nuisance (excessive barking, fouling etc).
* Offensive behaviour.
* Being under the influence of substances, drugs or alcohol.
* Graffiti/vandalism.
* Prostitution.
* Fly-tipping or dumping rubbish.
	1. Examples of behaviour that would cause damage to property, harassment, alarm or distress would include (this is not an exhaustive list):
* Causing or threatening to damage other residents’ homes or belongings.
* Using or threatening to use violence.
* Using racist, abusive, threatening or insulting words to others.
* Writing racist, abusive, threatening or insulting graffiti.
	1. If you have had legal action taken against you or were evicted for antisocial behaviour, you may not qualify for rehousing. This may also affect your prospects to be rehoused by another landlord.
	2. You must take reasonable steps to prevent noise transferring from your home to any adjoining properties.
	3. Tenants are entitled to install video doorbells, cameras or similar technology with our permission. Where we grant permission, this will be conditional on the installation being in line with the relevant legislation and not impacting on the rights and privacy of other residents (for example by covering only your property and not those of neighbours). Devices must not be installed by drilling into fire doors or the surrounds as this may impact the effectiveness of these fixtures.
	4. Where video doorbells, cameras or other technology are installed in a way which contravenes the relevant legislation or causes a nuisance, we will ask you to remove this equipment.
	5. If you report antisocial behaviour, you must assist us to investigate and act by providing us with information about the antisocial behaviour and the impact it is having on you to aid us in our investigations. We may not be able to resolve all of your concerns, but we will work with other agencies and provide advice about other services that may be able to assist you.
	6. We offer mediation to our tenants, where appropriate, as a way of resolving conflicts and disputes.
1. **REPAIRS, MAINTENANCE AND FITNESS FOR HUMAN HABITATION**
2. **YOUR RESPONSIBILITIES**
	* 1. The following items will be provided at the start of your tenancy. After that it is your responsibility to repair or replace them:

• door handles and latches (apart from “Q Mark” flat doors)

• sealant around basins, baths, showers and kitchen work surfaces

• cylinder jackets where the hot water tank is not pre-insulated

• toilet chains/handles

• drawer handles

• door numbers and letter plates (apart from “Q Mark” flat doors)

• glazed tiles around the bath, basin, shower and sink

• curtain battens

* A gas or electric cooker point

**You are responsible for carrying out the following activities:**

• bleeding radiators

• cleaning and removing limescale from baths, sinks, basins and showerheads

• lubricating hinges and locks

• adjusting doors when you have new carpets fitted (apart from “Q Mark” flat doors)

* Plumbing in of washing machines/dishwashers/fridges etc
* Maintenance of non-standard items
	+ 1. You are also responsible for repairing, renewing or replacing the following items:

• fuses

• cupboard catches and handles

• keys to door and window locks

• plugs and chains to sinks, basins and baths

• TV aerials

• pelmets, curtain and picture rails

• gate and shed latches, bolts and catches

• lagging and other insulation material

• broken or cracked glass in any internal door or window.

* Light bulbs
	+ 1. You are responsible for internal decoration of your property.
		2. You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks (apart from “Q Mark” flat doors). You are responsible for replacing keys, locks or fobs when they are lost or stolen or when you get locked out.
		3. You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible because you have provided it yourself or inherited it following succession, assignment or mutual exchange.
		4. You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property.
		5. You are responsible for adequately and properly installing any appliances and for any extra replacement pipework that may be required. This includes water supply pipes, vents and any related electrical connections and connecting any gas appliances you own. If you do not do so and damage is caused, we may recover any cost that we incur. We may ask the courts to order an injunction or to grant us possession of your home.
		6. You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin), to toilets through the inappropriate disposal of items such as nappies or external drains and to remove any blockages if they occur. You must also clean any blockages in your washing machine, dishwasher or tumble dryer. If you do not take reasonable steps to prevent blockages to water pipes we may recover any costs that we incur. We may ask the courts to order an injunction or to grant us possession of your home.
		7. Where you are aware of issues with condensation within your property you must make us aware of these in order that we can investigate and provide you with the appropriate advice and assistance.
		8. We know that condensation can be caused by many issues beyond the control of our tenants, but the below steps can be effective in preventing condensation build-up:
* Keeping the property well-ventilated, in particular bathrooms and kitchens when bathing, washing, indoor drying of clothes and cooking.
* Opening windows and doors and using any provided extractor mechanisms can reduce moisture.
* Avoid using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture without proper ventilation during and after use.
* Don’t block or obstruct air vents or other means of ventilation to allow them to work effectively.
* Keeping your property sufficiently heated can help to prevent condensation – if you are struggling to meet the costs of heating your property, please visit the Council’s website for advice on assistance with energy bills.
* If your property is overcrowded, advice and guidance can be found on the Birmingham City Council website.
* Where issues with condensation occur, these can be managed in the short-term by regularly wiping down and drying any surfaces and windows where moisture settles, until we have had a chance to investigate.
* You can help by taking reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors and window frames, or by reporting draughts to us to allow us to investigate. Where mechanical ventilation has been installed, it must remain be used appropriately in order to be effective.
	+ 1. If you have an open fire, you must sweep and keep clean and clear chimneys and fireplaces, and retain relevant certificates for inspection by the Council.
		2. You are responsible for any step, path or paving that is not an essential means of access to your property.
		3. You must not make any changes to the structure of the property, its fixtures, fittings, doors, boundary fence or wall or anything connected with the provision of services to the property without prior written permission from us. If we give permission, we may set certain conditions that must be met.
		4. You must not fit an aerial, satellite dish or other digital technology equipment requiring alterations to the external fabric of the property without our written permission (which will not be unreasonably withheld), and the relevant planning permission. You must arrange the removal of these to enable us to carry out repairs or when they are no longer required or when you move out.
		5. Any work you have done at your property must be carried out by a competent and suitably qualified person and must be done with our permission. You must provide all relevant approvals and certification, and we reserve the right to inspect any works after completion. If we find work has been carried out in a way that has, or could, cause damage to the property or danger to someone, we will insist that you have the problem remedied. If the problem is not remedied, we may remedy the problem and charge you a reasonable cost for doing so. This would include any applicable gas or electrical appliances.
		6. You are responsible for repairing and maintaining all improvements and fixtures and fittings you install or inherit following succession, assignment or mutual exchange at the property.
		7. You must not remove, tamper with or disconnect any mains operated smoke detector or carbon monoxide detector that we have installed. We will maintain mains operated smoke detectors that we have provided.
		8. You must maintain any battery-operated smoke detectors.
		9. You must tell us if a smoke detector we have provided is no longer working.
		10. You are responsible for repairs which would not have been necessary if you had given us notice about another repair. You are responsible for repairs

which either would not have been necessary at all or would not have been so extensive if you had given us notice earlier. If we carry out works in either of these cases, we may charge you the costs of the extra works incurred.

* + 1. In the interests of fire safety, you must not remove or replace any internal or external doors and any door closers fitted to fire doors, or make any alterations to the fabric of fire doors that may adversely affect their effectiveness. You must not make any internal adaptations to the property (for instance removal of internal walls) that might affect the property’s fire resistance and/or the property’s structural integrity without our prior written permission.
		2. You must when installing tele-communication/internet services which require access via communal areas, ensure your provider has secured permission from BCC about their installation proposals beforehand.
		3. You must repair, renew or replace as necessary any parts of the structure, installations, fixtures or fittings inside or outside the building that are damaged by you, a member of your household or someone you have allowed into the property, including children. This also includes damage to any council-owned building or property. Where works are carried out to repair, renew or replace damage, you must provide the appropriate certification to the Council on completion.
		4. If we carry out any urgent repairs that are your responsibility, we will charge you a reasonable cost, including administration costs.
		5. If you fail to carry out any repairs for which you are responsible, we may give you 28 days’ notice to do so. After this, we will carry out any outstanding work and charge you for doing so.
		6. We may recharge you for repairs caused by damage to the property when no crime reference number can be provided. If you do not pay, we may request a money judgement order against you which could affect your ability to obtain credit in the future.
		7. When decorating, you must ensure that you take appropriate care to prevent damage to the structure of the property, for instance by not using steamers to remove wallpaper where this will damage plaster underneath.
1. **TELLING US ABOUT REPAIRS**
	* 1. We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us. This applies to your home and to communal areas.
		2. When contacting us about a repair you think we may be responsible for, you must describe the problem and where it is, how long it has been there and how it has affected you.
		3. If you do not contact us about possible disrepair, we will not accept that you have given us appropriate notice for us to visit and carry out any work that may be needed.
		4. We may use an arbitration tribunal panel to resolve 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.
		5. You must contact us as soon as you are aware of a repair for which we are responsible.
		6. If you are aware of any materials that may be hazardous to health, such as damaged asbestos, or any broken electrical equipment that we own and are responsible for maintaining, please report this vis the contact centre.
		7. When telling us about a problem, you must how and when we can contact you (for example, give us any relevant home or work telephone numbers).
		8. You must contact us as soon as you are aware of a repair for which we are responsible.
2. **CARRYING OUT REPAIRS**
	* 1. When you report a repair for which we are responsible, we will give you a reference number.
		2. You must retain the reference number as confirmation of your repair and for future reference.
		3. If the repair appointment is not kept you should contact the Contact Centre quoting your reference number.
		4. The Right to Repair Regulations provide that in certain circumstances, if we do not carry out repairs within a set time, you can ask us to arrange for another contractor to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact the Contact centre, an advice centre or a solicitor for advice.
3. **ACCESS FOR THE PURPOSE OF INSPECTION AND REPAIR**
	* 1. You must allow us to the property, communal areas or adjoining properties between the hours of 8am and 7pm and at any other time in an emergency for:
	* Inspection
	* Servicing
	* Repairs
	* Planned programmes
	* Gas servicing/safety checks
	* Improvement and maintenance work
	* Sprinklers/Fire Doors
	* Inspection/maintenance of any other electrical/mechanical devices which we are obliged to inspect or maintain as part of our statutory duties or industry best practice.
	* Decoration or cleanliness in your property

**Except in an emergency, we will normally make an appointment with you and will give you 24 hours written notice in any event. If you delay allowing us access to the property we may recharge you for any associated costs including costs of wasted visits to your property, gaining access and increased costs of repair caused by any delay.**

* + 1. 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.
		2. If you do not give access for inspections and works, then we may apply to the court for an injunction to compel you to do so or for a possession order. We will usually also ask the court to order you to pay the costs of taking these steps.
		3. You must allow our officers, agents or workforce reasonable access to your property to carry out necessary works to a neighbouring property
		4. You must keep appointments that we have agreed with you to complete repairs. If you break two or more consecutive appointments, we may charge you to recover our costs, and we may consider taking appropriate legal action.
		5. You must take steps to store or protect your possessions while repair work is being done.
		6. We will try to warn you if we think any proposed repairs will inconvenience you. Certain repairs may unavoidably deprive you of certain facilities in your property while the work is being done. For example, you may not be able to use your kitchen or bathroom. Where this is the case, we will take reasonable steps to provide you with temporary substitute facilities.
		7. We will take reasonable care when carrying out repair work. If something is damaged as a result of our repairs, you must notify us in writing within a period of 28 days from the time it was damaged or from the time you first became aware it was damaged. We may not be responsible if any of your property is damaged because you failed to take reasonable steps to store or protect it and we may not consider any alleged losses if you do not notify us as specified. A compensation claim form is available via the Council’s website.
		8. We will remove all associated rubbish, building materials and equipment from your property after repair work has been completed.
		9. We may require you to move furniture or other personal possessions where these are considered hazardous, to enable us to carry out repairs. Where possible we will give you notice of this. If you do not make these arrangements, we may charge you a reasonable cost for having to do this on your behalf.

8.5 **Repairs Advice for Tenants**

8.5.1 You must have repairs that are your responsibility carried out by a competent and suitably qualified person. We reserve the right to inspect repairs after completion.

8.5.2 We will maintain communal TV aerials in properties where these services are provided.

8.5.3 We will replace fixtures and fittings set out at sections 8.1.1. and 8.1.2 if this is necessary as part of a major repair, or where we are required to do so as part of our statutory obligations.

8.5.4 If you have any circumstances which make it difficult for you to carry out any repairs for which you are responsible, please contact your local housing team for advice. We may be able to complete the repair and charge you a reasonable cost or advise you of a voluntary agency that may be able to help you.

8.5.5 If you have a burst or leaking pipe, place something under the leak to collect water (if possible), turn off the water supply at the stop-tap and telephone the Contact Centre. We will advise you of the location of the stop-tap at the start of your tenancy.

8.5.6 Gas appliances must be installed by a registered gas fitter. Information can be found at [Gas Safe Register - The Official List of Gas Safe Registered Businesses - Gas Safe Register](https://www.gassaferegister.co.uk/).

8.5.7 We advise you to insure the contents of your home. Information can be found at the Council’s website.

8.5.8 If the Council undertakes repairs as a result of your failure to properly sweep and/or clear chimneys and fireplaces, we will charge you a reasonable cost for doing so.

8.5.9 In the interests of fire safety, you must not remove or replace any internal or external doors and/or any fire closers fitted to fire doors.

8.5.10 If you make changes to your property without the Council’s permission, we may restore the property to how it was and charge you a reasonable cost for doing so.

8.5.11 If we give our written permission for structural changes to your property, it remains your responsibility to check whether planning permission is required and to obtain this if necessary. You will also be required to comply with any relevant building regulations.

8.5.13 We will require access every 12 months to service gas appliances. If you do not allow us access, we may take immediate action to gain entry to do the work.

8.6 **Provision of temporary accommodation during repairs**

8.6.1 Sometimes the nature of repairs of the repairs that need to take place means that we need to have vacant access to your home, or that it might be unsafe for you to remain in your home whilst works are being carried out. If this is the case, we will inform you of this in advance and confirm the duration of the time for which you will be required to vacate your home.

8.6.2 If you have to vacate your property, in some circumstances we will assist with a range of alternatives, including temporary alternative accommodation. We will try to find temporary accommodation that is nearby and similar to your property, but we cannot guarantee this. We will not be able to carry out certain types of repairs at your property until you have vacated and our responsibilities for these repairs may be suspended during this period. Whilst residing in any temporary alternative accommodation, these Conditions of Tenancy will apply to the accommodation provided. If you choose to remain in your property during such repairs, you accept that you do so without the Council having any responsibility to provide you with temporary substitute facilities.

8.6.3 If you do not accept a temporary property we offer you, you must at the same time tell us in writing whether or not you want us to continue looking for an alternative. If you do not make this clear, we will assume that you want us to continue looking for an alternative property and therefore some of your repairs will continue to be postponed until a property is found.

8.6.4 If we do not require vacant access to your property for the reasons set out at 8.6.1, you must decide whether you want to stay there during any works or find yourself alternative temporary accommodation.

1. **HYGIENE**

**You, and any other member of your household and visitors (including friends and relatives (including children)) must:**

* 1. Take reasonable steps to keep the property, garden, internal and external communal areas free from rats, mice and other pests. You must inform Environmental Health (pest control). There may be a charge for this service.
	2. Not misuse the communal areas or facilities or do anything that causes a hygiene or health and safety hazard.
	3. You must contact us immediately if the drains of the property become blocked. We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, for example, by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies down the toilet, we may charge you a reasonable cost for the work.
	4. Keep the property, garden, internal and external communal areas free from bad smells. Bad smells do not include cooking smells.
	5. Dispose of household rubbish promptly in the appropriate way, for example using the refuse chute in multi-storey flats, placing rubbish in communal refuse bins, leaving your wheelie bins outside your home on the correct day for the refuse collectors. Details of refuse bin collection days, how to dispose of your household waste, how to dispose of large items of waste and recycling can be found on the BCC website [www.birmingham.gov.uk](http://www.birmingham.gov.uk)
	6. Not allow pets or animals to foul inside properties or in internal or external communal areas and ensuring that dogs are kept on leads and under control in internal and communal areas.
	7. Ensure you do not obstruct access to refuse collection points or bin store areas with vehicles or other items.
	8. Not leave open, or cause to be left open, any communal entrance doors or fire safety doors.
	9. Interfere with, misuse or damage any door entry system provided by the Council.
1. **HEALTH AND SAFETY**

**You and any other member of your household and visitors (including children) must not:**

* 1. Do anything that interferes or impacts negatively with the safety or condition of Housing land and communal areas managed by the Housing Department. Cause a health and safety hazard in the property, internal or external communal areas or neighbourhood.
	2. Allow an accumulation of personal property or rubbish or other items in your property, balconies, and gardens.

 a) causes or is likely to cause damage or deterioration to your property;

 b) poses an environmental health risk, a health and safety risk or a fire risk;

 c) prevents safe access or exit from your property.

This also includes leaving personal belongings or rubbish in shared stairways, communal areas, halls and landings. If we move items, we will not be responsible for any loss you may suffer, and we may charge you for any costs incurred. and communal spaces that:

* 1. Interfere with any fixtures/equipment which is there for health and safety purposes, for example, for detecting or putting out fires in the property or communal areas, door entry systems, window restrictors, Careline equipment, signage and CCTV.
	2. Block, obstruct, create or leave any hazard on any landing, corridor, stairwell, lift (overload lift), chute room, fire escape, pathway or any other communal area or wedge open any fire or security doors.
	3. Remove, adapt, modify or damage any “Q-Mark” or other fire-retardant doors or fire equipment under any circumstances. Where such doors or equipment is damaged, you must report this to the Council as soon as possible.
	4. Throw anything through the windows of the property or from balconies.
	5. Dispose of your household waste and other waste items appropriately. Where chutes are provided you must use this appropriately to ensure the chute does not become blocked.
	6. Enter, or try to enter, any unauthorised areas such as bin rooms, shared loft spaces or storage areas.
	7. Install any fixtures and fittings to windows and doors such as metal gates which may hinder your escape or other occupants from the property in an emergency. These will be removed when identified.
	8. Store any items in communal areas. This includes mobility scooters/vehicles, bikes (manual or electric), push chairs and prams. If you have a mobility scooter speak to your local housing team to discuss safe storage. These will be removed without notice if deemed a risk to building safety.
	9. Smoke in the internal common areas of any building or smoke in your home when we visit you. We will not smoke in your home when we visit you.
	10. Park vehicles in areas set aside for emergency vehicles or situate vehicles in a way that obstructs access for services including refuse collection and emergency services.
	11. Encourage or allow unauthorised access to communal areas of high or low-rise blocks.
	12. You must not restrict access to communal areas by changing locks to entrance doors, or tampering with security entrances. If locks have been changed a lock change will be completed with a 24 hour notice provide. It is imperative for building safety we have access to the communal areas within your building to ensure the safety and integrity of your building.

**You and any other member of your household and visitors (including children) must:**

* 1. Tell us if you or a member of your household needs to use and keep medical gases/equipment in the home for evacuation in an emergency.
	2. Support any measures we take to improve the safety of you and/or other residents.

**We will:**

* 1. Keep communal areas free from obstruction and any items made from materials that do not meet fire safety standards or relevant building safety regulations. We may charge you for the removal of these items.
1. **ANIMALS**
	1. 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.
	2. Tenants are responsible for the health and welfare of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day-to-day management and care of the pet. If tenants have any questions about the care of their pet they should contact their vet.
	3. You must not keep any animal that is prohibited by law, including any animal classified as dangerous under the Dangerous Wild Animals Act 1976 or any dog identified under the Dangerous Dogs Act 1991 (as amended).
	4. Dogs must always be kept under control and on a lead when in public areas. They must never be allowed outside your property on their own - this includes communal balconies and stairwells. Dog faeces must always be removed immediately.
	5. You must not install any large fish tank(s) or any large pet enclosures without getting written permission first. The purpose of this condition is to avoid structural damage being caused to your home as a result of weights being too heavy for your home to bear.
	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
	7. 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.
	8. You must ask for our permission to keep more than two dogs within our properties
	9. You must no do anything that encourages pests, vermin or insects into your home.
	10. You, and people living with you must not keep any animal which we feel is unsuitable
	11. You, and people living with you, must only keep a reasonable number of pets at your property.

11.12 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.

11.13 When we visit you, we may request that animals are moved to another room for the duration of the visit.

1. **GARDENS**
	1. You must keep all garden areas for which you are responsible neat, tidy and free rubbish. You are responsible for the upkeep of garden area for example, trimming hedges
	2. You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the garden area.
	3. You mut not put a greenhouse or shed in a shared garden or communal area. You must not put a greenhouse or shed over six-feet square in a private garden, or more than one greenhouse or shed in a private garden without obtaining our written permission first.
	4. You may still need to obtain planning permission and meet building regulations. We reserve the right to ask you to remove any garage, shed, greenhouse or outhouse that causes a nuisance.
	5. You must not allow plants or trees to cause a nuisance, including overhanging neighbouring property; you must prune or remove them as necessary.
	6. You are responsible for routinely checking any established trees on the property for any obvious signs of weakness, deadwood or disease and reporting this to the local housing team.
	7. If you fail to maintain your garden as stated above we may serve a community protection notice upon you or carry out any necessary work, charge you reasonable costs for doing this and/or may apply to the courts to order an injunction or remedial order or possession of your home. If you do not pay we may take legal action to recover the debt such as request a money judgment order. This could affect your ability to obtain credit in the future.
2. **VEHICLES**

**You, and any other member of your household and visitors (including children) must not:**

* 1. Park any vehicle anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb. Written permission must be obtained from the Housing Officer for a dropped kerb. More details on dropped kerbs can be found on the Council’s website.
	2. Build a parking space, garage or drive without our written permission. If we give our permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.
	3. Park any private vehicle or business vehicle which weighs more than one ton at the property. We will not be responsible for damage to your vehicle if we have to remove it.
	4. Cause a nuisance to neighbours or damage to pathways, drives and parking spaces through leakages or spillages, for example oil spillage when repairing your vehicle.
	5. You must not park any vehicle declared statutorily off-road (SORN) on housing/communal land. Park any, motor home, trailer, caravan or boat which is untaxed, illegal, is not roadworthy, or is in a poor state of repair or not appropriately insured against third party liabilities on any land belonging to us. If you do, we may remove the vehicle. You will be charged a reasonable cost for its removal.
	6. Run a motor-related business from your home.
	7. Park any vehicle on a grassed area or an area not designated for parking, for example on the paved or tarmac area outside a high- rise block.
	8. Store or repair vehicles, inside your property or in the shared areas.
	9. Sell, rent or give away a parking space which we provide for you or allow anyone, other than household members and visitors to your property to park at the property.

1. **ENDING YOUR TENANCY**

14.1 When you move out of the property, you **must**:

14.1.1 Give us four weeks written notice that you want to leave the property. Your tenancy will end at midnight on the first Sunday after four weeks’ notice was given. You are responsible for the property until you give us the keys. If a sole tenant dies, four weeks’ notice is not required. We may allow an extra week to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant’s estate.

14.1.2 Give us all the keys to the property, including keys for window locks and security fobs to the door entry system where appropriate by midday on the first working day after the tenancy end date. If you do not return your keys by this time we reserve the right to charge you rent and other charges for any additional period until the property keys have been returned to us. We may also charge you to recover any costs we incur to change the locks and/or obtain replacement keys.

14.1.3 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired. We may take steps to evict anyone else who you have left at the property. We may charge you a reasonable cost for doing this.

14.1.4 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies. If you do not pay any rent or other charges owed to us when you end the tenancy, we will go to court and ask for a money judgment order to recover the debt. This may affect your ability to obtain accommodation with us or another landlord in the future.

14.1.5 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you do not, we may assume you have abandoned these items and may dispose of them without further reference to you. We will also charge you a reasonable cost for removal, storage or disposal, as appropriate. We will take reasonable steps to contact you regarding items left at the property.

14.1.6 Leave the property and garden in a clean and tidy state. If you do not, we may charge you a reasonable cost for cleaning up after you. This may affect your ability to transfer or obtain accommodation with us or another landlord in the future.

14.1.7 Provide us with a forwarding address and any future address.

14.1.8 If you remove any improvements, fixtures or fittings you installed, you must put the property back to the way it was before you installed them. If you do not, we may charge you a reasonable cost for having to do this. If you are leaving any fixtures or fittings that you have installed in the property, these should be in good working order.

14.1.9 Allow us access to inspect your property at reasonable times during the notice period. This may include viewings with prospective tenants.

14.2 If you leave your home without telling us, we may, depending on the circumstances, consider the property as abandoned and take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us.

14.3 We may charge you the reasonable cost of all repairs for which you are responsible and repairs that are needed because you abandoned the property.

14.4 If we need to do additional work because of damage caused by tiles, cladding, wallpaper or Artex being removed, we may charge you a reasonable cost for doing so.

14.5 If you move and have substantially improved your home, you may be entitled to some compensation. Please speak to your local housing team for more information.

14.6 If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. We will then decide whether to create a new tenancy for the tenant who is left or offer them another property. You may not have an automatic right to continue living in the property if a joint tenant has brought the tenancy to an end.

1. **WRITTEN PERMISSION**
	1. You must obtain our written permission before you:
	2. Carry out alterations to the interior or the exterior of the property. Where our written permission is given, you must still obtain planning permission if required and meet relevant building regulations. We will withdraw our permission if the relevant planning and other permissions are refused, and we may withdraw our permission if a nuisance is caused.
	3. Build a garage in the garden.
	4. Put a greenhouse, shed or outbuilding (over six-feet squre) in the garden.
	5. Put more than one greenhouse, shed or outbuilding in the garden.
	6. Put a greenhouse, shed or outbuilding in a shared garden.
	7. Put in a water meter.
	8. Fit any security gates, doors, window shutters, security bars or grilles, or other security fittings to windows. We will only give permission for security gates, doors or window shutters, security bars or grilles which meet approved health and safety standards and where it is safe for them to be fitted. If you do not have permission, we may seek a mandatory injunction for you to remove them and restore the property to its previous condition at your expense.
	9. Fit an aerial, satellite dish or receiving antennae other than a conventional television aerial.
	10. Lay underground cables.
	11. Fit a video doorbell, camera or any other type of surveillance equipment.
	12. Fit wooden or laminate flooring where this will cause a noise nuisance.
	13. If you are living in a sheltered housing scheme, you must obtain written permission before anyone comes to live with you for more than four weeks.
	14. Run a business from home. We will not refuse permission unreasonably unless we feel that the business is likely to cause a nuisance to other people or damage the property. We will not give permission for you to run the following businesses from your home:
* Car repair and maintenance
* Printing
* Any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
* Shops or wholesale businesses where customers would have to visit the property
* Any business that would cause a nuisance by the parking of additional vehicles.
	+ 1. You may need to obtain additional permission to run a business from your home, including planning permission. It is your responsibility to ensure that you obtain the relevant permissions and pay business rates.
		2. We will withdraw our permission if the relevant permissions are not granted or if after permissions are granted, the business causes a nuisance
	1. Use a portable oil, paraffin or gas cylinder heater.
	2. Build a parking space or drive.
	3. Remove, alter or replace any boundary walls, hedges or fences.
	4. Sub-let any part of the property. You have the right to sub-let part of your home, but you must obtain our written permission first. You must not sub-let the whole of your home.
	5. Exchange or transfer your home.
	6. Install an electric vehicle charging point.
	7. Purchase a mobility scooter. You will be required to demonstrate that the mobility scooter can be safely stored and charged and that you have appropriate insurance in place, which includes liability insurance.
	8. Build a pigeon loft or aviary.
	9. Keep more than two dogs.
	10. Install a gas supply to a property that did not have a gas supply at the start of the tenancy or install any gas appliance other than a cooker, refrigerator, tumble-dryer or washing machine. Any gas-related works must be carried out by a registered gas fitter and a copy of the supply/installation certificate must be provided to us. Failure to do wo will mean that we will arrange for the appropriate gas checks to be carried out and we will charge you for this as well as any associated works.
	11. If you do not obtain our written permission where you are required to do so we may take legal action to ensure that you return the property to its original state. This may include asking you to reinstate unauthorised installations and asking the court to grant legal remedies such as an injunction or repossession of your home.
	12. To apply for our written permission, please contact your local housing team. Our written permission will not be unreasonably withheld or delayed.
1. **WRITTEN NOTICES**
	1. We will serve all notices, for example a Notice of Seeking Possession and Notice to Quit, at your last known address. We will consider your last known address to be the property your tenancy agreement is for unless you tell us you have moved.
	2. We will assume you have received all letters and notices on the second day after posting if we posted them first class, or on the next day if we delivered them by hand.
	3. You must serve all notices relating to your tenancy to your local housing team, except notices of court action. Notices of court action must be sent to the Strategic Director for Housing. Your local housing team can advise you of the address of the Strategic Director for Housing.