



# Cabinet Meeting

## 23 April 2014

<b>Report title</b>	Tenancy Agreement Review	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Housing Services	
<b>Accountable employee(s)</b>	Kenny Aitchison	Service Manager Housing Strategy and Development 01902 554841 kenny.aitchison@wolverhampton.gov.uk
	Tel	
	Email	
<b>Report to be/ has been considered by</b>	N/A	

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### Recommendation(s) for action or decision:

The Cabinet is recommended to:

Adopt the new Tenancy Agreement attached as Appendix 3.

### Recommendations for noting:

The Cabinet is asked to note:

1. The results of the consultation on the new Tenancy Agreement with tenants and stakeholders attached as Appendix 2 and the subsequent amendments.

## **1.0 Purpose**

- 1.1 The purpose of this report is to provide Cabinet an update on the Tenancy Agreement review consultation and for consideration to be given to adopting the revised Tenancy Agreement.

## **2.0 Background**

- 2.1 On 23 October 2013, Cabinet approved a full review of the Tenancy Agreement with Wolverhampton Homes leading on the review on behalf of the Council. It is good practice for the Council to review and update its Tenancy Agreement regularly to ensure that it remains relevant and legal.
- 2.2 On the 30 January 2014 Vibrant, Safe and Sustainable Communities Scrutiny Panel endorsed the progress made as a result of the Tenancy Agreement Review and recommended that the Tenancy Agreement Working Group give full consideration to the Scrutiny Panel comments. These comments are attached to this report as Appendix 1 and have been considered by the Steering Group as outlined in Appendix 2. Scrutiny Panel also requested a revised copy of the tenancy agreement following the consultation process.

## **3.0 Progress to date**

- 3.1 Consideration of and a response to the comments from the Scrutiny Panel has been duly submitted.
- 3.2 Section 103 of the 1985 Housing Act sets out the process for amending a secure tenancy agreement. The first stage of this process - the Preliminary Notice and formal consultation - has now been completed. Approximately 21,120 notices and summary leaflets were issued to secure tenants as part of this process. The feedback process was designed to be as accessible as possible; this included a dedicated telephone hotline, face to face interviews, home visits, a dedicated email address, an e-form, consultation with Wolverhampton Federation of Tenants Associations and Citizen's Advice Bureau. In addition briefing notes were provided for employees and Councillors.
- 3.3 A total of 201 comments were received during the formal consultation period. These are broken down to 23 supporting comments, 48 comments against, 19 new suggestions and 78 queries or requests for clarification on the impact to individuals. In addition there were 33 requests for a copy of the full proposed changed document. A breakdown of the comments by topic is summarised in Appendix 2.
- 3.4 These comments have been reviewed and a total of nine changes have been made to the proposed Tenancy Agreement as a result. These are also shown in Appendix 2. The majority of the changes are minor rewording and do not alter the meaning of the clause. Only one clause, "Insolvency", received any significant negative feedback (11 comments) and this has consequently been deleted. Following a request from a tenant the clause on

“Hoarding” has been strengthened to include infestations of pests and vermin. Finally one significant change proposed by employees from the Housing Service is the introduction of a new clause to encompass future Affordable Rents reflecting the Council’s delivery of new social and affordable housing schemes.

#### **4.0 Next Stages**

- 4.1 Councillors are asked to formally adopt the proposed changes to the Tenancy Agreement. Following which tenants will be served with a Notice of Variation and a copy of the revised agreement. The period between service and the effective date must be at least 28 days. It is anticipated that the service date will be the 19 May and the effective date will be the 26 June 2014. It should be noted that there is no requirement for tenants to sign the new agreement. A copy of the revised Tenancy Agreement is attached as Appendix 3.
- 4.2 This consultation and subsequent new Tenancy Agreement refers to secure tenants only. The Introductory Tenancy Agreement will be amended to reflect the changes to the Secure Tenancy Agreement. This will be issued to all new introductory tenants and does not require a formal consultation process. Current introductory tenants will continue with their existing tenancy agreement until they become secure tenants.
- 4.3 Work is on-going to update the Tenants Handbook which accompanies the Tenancy Agreement.

#### **5.0 Financial implications**

- 5.1 The work being carried out by Wolverhampton Homes is being funded from within the management allowance paid by the Council to Wolverhampton Homes to deliver housing management services on behalf of the Council. The cost to print and post the statutory consultation documents and the new tenancy agreement to tenants will be met by the Council from the Housing Revenue Account (HRA) in 2014/15. Two mail outs to approximately 21,000 secure tenants will cost an estimated £34,000.  
[CF/08042014/O]

#### **6.0 Legal implications**

- 6.1 Secure tenancies can only be varied by agreement or by following Section 103 of the Housing Act 1985 (Notice of Variation of Periodic Tenancy).
- 6.2 Section 103 states that the following must take place to ensure that proper consultation has been done:
  - Preliminary Notice served – this informs tenants of the intention to service a Notice of Variation and sets out the proposed changes and their effects. Tenants are invited to comment, with consideration then given to these comments and taken into account if applicable

- Notice of Variation served – this will clearly state what the variation is and the date on which it takes effect which should be at least four weeks after the notice is served

[RB/10042014/K]

## **7.0 Equalities implications**

- 7.1 The Project Plan identified the need for an Equalities Analysis and this work is currently being undertaken. Wolverhampton Homes intend to report to their Equalities and Diversity Steering Group on 28 April 2014 at the completion of this exercise. A further report will be presented to the Equalities Advisory Group on 10 June 2014.

## **8.0 Environmental implications**

- 7.1 This report deals with the legal agreement between the Council as landlord and the tenants of council housing in Wolverhampton and therefore does not have any environmental implications.

## **8.0 Human resources implications**

- 8.1 There are no human resources implications resulting from this report.

## **9.0 Corporate landlord implications**

- 9.1 This report has no corporate landlord implications as it only deals with property within the Housing Revenue Account

## **10.0 Schedule of background papers**

- 10.1 Cabinet report - 23 October 2013 Tenancy Agreement Review.  
Report to Vibrant, Safe and Sustainable Communities Scrutiny Panel 30 January 2014

**Comments from Vibrant Safe and Sustainable Communities Scrutiny Panel 30 January 2014 regarding the Proposed Tenancy Agreement**

- Aerials and satellites. 'Consider changing we will not give permission under any circumstances..' with something less prohibitive. Cllr Richard Whitehouse indicated that there is one known occurrence of a resident in a private rented accommodation alleges human rights are being infringed because they cannot get a specialist channel, not any ordinary channel.
- Service charges are different if you buy a flat or if you lease one. In a tenancy agreement is woolly, the service charge should be co-terminus. The lease to tenants will be different and they have to be sufficiently similar so neighbours can challenge.
- The Tenancy Agreement has an extensive section written about Anti-Social Behaviour- never seen an agreement like this before they are normally pretty succinct. There is some concern that it goes further and actually starts prescribing what behaviours you should keep.
- Panel agreed that the long document needs to be re-considered as a short factual agreement that would stand up in court and a longer guide which captures the detail.
- Animals in flats were considered and the difficulty for landlords, tenants and private owners but panel agreed that there were no resources to police.
- The reference to councillors in clause 51 and 81 seems unusual.
- reference to ' You also agree to reimburse us for any costs incurred as a result of action taken to remove or secure such wiring or pipes.
- The Chair suggested that the working group that have met to consider the tenancy agreement could re-convene to consider the comments of the scrutiny panel and to consider other 'well trodden' Local Authority tenancy agreements for best practice. He further suggested that the group consider lease holding especially Wolverhampton Homes private sector leasing agreement

Comments Received and Changes Made to the Proposed Tenancy Agreement Following the Formal Consultation Period

Original Clause Number	New Clause Number	Clause	For	Against	Clarify/ Comment	Change required	Amendment
N/A		General	12	1	28	No	
Intro	Intro	Disclosure of Information and Fraud	0	1	1	yes	added "or photographs held by us"
19	20	Notify of Absence	0	2	0	No	
21	21	Tenancy Audits	0	0	2	No	
22	22	Smoking	0	1	0	No	
23	23	Duty to inform	0	0	1	No	
24+	24+	Rent General	0	0	1	No	
31+	31+	Repairs General	0	0	3	Yes	amend "periodic electrical inspection" to "electrical condition reports"
31	31	Reporting Repairs Immediately	0	2	2	No	
32	32	Keeping the Property Clean /Good Decorative Order	0	1	0	No	
35	35	Permissions (to improve, alter etc)	1	2	2	No	
41	41	Access for Gas Inspections	0	0	1	No	
42	42	Decant	0	3	1	No	
43	43	Satellite Dish/ Aerials	0	1	1	No	
46/47	46/47	Affix pipes and wiring	0	2	0	No	
48 +	48+	ASB	5	4	11	No	
51/52	51/52	Noise	0	1	1	No	
55	55	Domestic Abuse	0	1	1	No	

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58 +	58+	Trees	0	4	5	No	
61	61	Communal Areas	2	0	0	No	
65	65	Hoarding	2	4	0	yes	Clause renamed to Hoarding, Property Neglect, Vermin and Pests. The clause has been amended to add "Nor must you fail to keep the property in a clean condition including but not limited to taking steps to eradicate any pest or vermin infestation within the Property."
67	67	Laminate Flooring	0	0	8	No	
74+	74+	Vehicles and Parking	0	1	2	No	
80+	80+	Pets In flats	1	1	3	Yes	reworded to simplify the clause without changing the meaning. Now reads "You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you agree to reimburse us or our contractors for any remedial work necessary to fencing as a result of the animal's behaviour."
91	91	Legal Costs	0	2	0	Yes	added "caused by you, any member of your household or any visitors to your home."
93	93	Change the wording of a clause	0	2	0	Yes	Clause reworded to "We may amend this tenancy agreement in accordance with the provisions of the Housing Act 1985 or any other legislation which may be introduced in future."
94	NA	Insolvency	0	11	4	Yes	Clause deleted
95+	94+	Terminating the Tenancy	0	1	0	No	Complete rewording to simplify without changing the meaning.
		<b>Total</b>	<b>23</b>	<b>48</b>	<b>78</b>	<b>149</b>	
	Intro	New Suggestions	N/A	N/A	19	yes	New Clause added - Right to Complain If you feel we have not kept to the terms of this agreement you can use our complaints procedure to tell us. You can also take advice from a Citizen's Advice Bureau, law centre or solicitor or you can contact the Independent Housing Ombudsman Service. The complaints procedure does not form part of this agreement. (For more information please see <a href="http://www.wolverhamptonhomes.org.uk">www.wolverhamptonhomes.org.uk</a> )
		Document Requests	N/A	N/A	33		

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		<b>Total Comments Received</b>				201	
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# Secure Tenancy Agreement

Affordable Rent

Social Rent



# Tenancy Agreement

## Introduction

This document is a tenancy agreement between Wolverhampton City Council, represented by their managing agents and the tenant(s) whose signature(s) appear at the end of this agreement. It states the obligations of the tenant(s) and the Council and/or its agent(s) throughout the tenancy.

All tenancies provided by Wolverhampton City Council are secure tenancies unless otherwise specified.

The Council or its agent may apply to the County Court for a demotion order to allow a secure tenancy to be replaced with a demoted tenancy.

(For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

### Name and address of landlord:

Wolverhampton City Council  
Civic Centre  
St. Peter's Square  
Wolverhampton  
WVI IRB

### Name and address of managing agents

Bushbury Hill EMB, The Management Centre, 14 Kempthorne Avenue, Low Hill, Wolverhampton, WV10 9JG, 01902 552992, [info@bushburyhill.co.uk](mailto:info@bushburyhill.co.uk)  
[www.bushburyhill.co.uk](http://www.bushburyhill.co.uk)

Dovecotes TMO, 86 Ryefield Pendeford, Wolverhampton, WV8 1UD, 01902 552780, [DovecotesTMO@wolverhampton.gov.uk](mailto:DovecotesTMO@wolverhampton.gov.uk)

New Park Village TMC, Ellerton House, Ellerton Walk, New Park Village, Wolverhampton, WV10 0UG, 01902 552670, [dave.cash@npv.org.uk](mailto:dave.cash@npv.org.uk)

Springfield Horseshoe TMC, 27 Burton Road, Springfields, Wolverhampton, WV10 0EG, 01902 552872  
[springfieldhorseshoe@wolverhampton.gov.uk](mailto:springfieldhorseshoe@wolverhampton.gov.uk)

Wolverhampton Homes, Hickman Avenue, Chillington Fields, Wolverhampton, WV1 2BY, 01902 556789, [homes.direct@wolverhamptonhomes.org.uk](mailto:homes.direct@wolverhamptonhomes.org.uk)

## Disclosure of Information

The Council, its agents and authorised contractors are under a duty to protect public funds, and may use information or photographs held by us or provided by you for the prevention and detection of fraud. This information may also be shared with other bodies for these purposes and also for the administration and collection of taxes and charges and for performing other statutory enforcement duties. By signing this Agreement you consent to the disclosure of such information.

## Right to Complain

If you feel we have not kept to the terms of this agreement you can use our complaints procedure to tell us. You can also take advice from a Citizen's Advice Bureau, law centre or solicitor or you can contact the Independent Housing Ombudsman Service. The complaints procedure does not form part of this agreement.

**(Further information can be found at [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk))**

## Definitions

Animal/Pet	Any animal or pet including birds, insects, reptiles, spiders and fish.
Assignment	The transfer of any right held in the Property to another in the circumstances permitted by the clauses within this tenancy agreement.
Authorised Contractors	Any company or persons appointed by the Council or its managing agents to carry out works of repairs, improvements or any other tasks we deem necessary.
Communal Areas	Includes stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas in the locality and around the property.
Council	Wolverhampton City Council.
Demotion of Tenancy	A secure tenancy which has been demoted following a Court Order as a result of anti-social behaviour with loss of rights including Right to Buy and Right to Exchange.
Dwelling	This is the Property indicated on the last page of this document and includes the accommodation occupied and any garden, garage, shed, outbuilding, or land within the defined boundary, including perimeter walls, railings, gates, hedges, trees and fencing.

Emergency Services	The police, the fire brigade and the ambulance service.
Mutual Exchange	To swap your home with another tenant with permission from the Council.
Fair Wear and Tear	This is damage that naturally and inevitably occurs as a result of normal wear, use or ageing.
Flat	A home which forms part of a larger building.
Jointly and Severally	Any one or all of the joint tenants individually are responsible for the rent and all other charges.
Landlord	Wolverhampton City Council or one of its managing agents.
Locality	The whole of the estate or area the property is in, including privately owned or housing association properties.
Lodger	A person who occupies a rented room in another's property.
Managing Agent	These are any of the organisations listed above which manage the Council's housing stock who manage your property.
Neighbours	Your neighbours include everyone living in the local area, including people who own their homes, our tenants, tenants of other Landlords and their families and visitors.
Service Charge	A service charge is a charge made by us towards the costs of providing and maintaining services and benefits to tenants beyond the occupation of the dwelling. Examples of service charges could include but are not restricted to: furniture, communal cleaning, concierge services, maintenance, servicing, improvement and replacement of heating systems, digital TV, fencing improvements and caretaking services.
Sublet	This is when you part with possession of the Property and give (or allow someone else to have) possession of the whole or part of the property. Usually (but not always) this is in exchange for rent, money or some other benefit.
Succession	The process whereby a spouse, civil partner or other family member becomes the new tenant following the death of the original tenant in the circumstances specified in Clauses 81-83.

Tenant	Applies to both single and joint tenants equally. If the tenancy is a joint tenancy then you are both jointly and severally responsible for complying with all of the obligations of this tenancy agreement.
We/Us/Our	This means the Council, any of its managing agents or its authorised contractors.
You/Your	This means the tenant or tenants who have signed this agreement and are bound by its terms.

## The Landlord's Responsibilities

- 1) The Tenancy will commence at 12 noon on the agreed date and will end at 12 noon on a Monday.
- 2) We will ensure that you have secure occupation (unless otherwise stated) of the dwelling so long as it is your only or principal home and no other tenancy obligation has been broken.

## Rent and Service Charges

- 3) All amounts due by you will be clearly shown on your rent statement which may include rent, service charges and other monies due.
- 4) We will review rent and service charges payable on the dwelling on an annual basis and/or if the dwelling is improved. We will notify you of any changes in rent or service charges or other charges in writing at least four weeks in advance.
- 5) We will apply any monies outstanding from any previous tenancy to the rent account of this agreement.
- 6) We reserve the right to introduce other relevant service charges following a consultation process.
- 7) If your tenancy is an affordable rent tenancy, your rent will be set in accordance with government guidance and requirements for Affordable Rent setting.

**(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).**

## Repairs, Improvements and Maintenance

- 8) We will carry out routine repairs and all repairs covered by repair legislation within prescribed time scales.

**(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).**

- 9) We reserve the right to charge you for the cost of attending a property to complete repairs if there is no access to the dwelling on arrival at the agreed specified time.
- 10) We will maintain the structure and exterior of the dwelling. A service charge will be levied for improving and or replacing fencing.
- 11) We reserve the right to access the dwelling for the purpose of carrying out any improvement.

- 12) We will keep in repair and working order or replace if they are determined to be beyond repair: installations provided for space heating, water heating, rubbish disposal and supply of gas, water and electricity within the dwelling or communal areas. Exceptions to this are where the installation is provided by the tenant. A service charge is levied for servicing, replacing and improving central heating systems.

(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

- 13) We are responsible for the maintenance, repair and replacement of smoke detectors. We are not responsible for the supply or metering of mains Gas, Electricity, or Water.

## Communal Facilities

- 14) We will keep any entrances, halls, stairways, lifts, passages, rubbish chutes, lighting, fire safety equipment and other communal amenities or facilities clean, safe, secure and in working order and repair subject to the terms of this tenancy agreement.

## Trees

- 15) We will only maintain a tree if one or more of the following conditions apply:

- The tree is dangerous, dead, diseased or causing disrepair to a dwelling;
- The base of the tree, its roots or land immediately surrounding it is visibly moving;
- There is a large split in any part of the tree;
- There are large holes at the base of the tree, possibly with crumbling wood;
- In emergency situations such as storm damage;
- There is a risk to public or community safety;
- TV/Satellite reception or CCTV/communication lines are obscured and confirmed to be seriously affecting quality;
- Extreme situations of restricted light and financial hardship and/or
- The tree is in a communal garden.

Communal areas are maintained by a scheduled tree management programme in accordance with provisions of any tree preservation orders or conservation areas.

## Consultation

- 16) We are committed to working in partnership with tenants. We will consult with those tenants likely to be substantially affected by a change in housing policy or practice.

- 17) Consultation may include:

- a) Inviting comments from tenants and Tenants and Residents Associations likely to be affected;

- b) Inviting comments from Tenant Management Organisations;
- c) Inviting comments from Wolverhampton Federation of Tenants Associations on matters of general policy or practice change;
- d) Seeking views of relevant consultative forums;
- e) Allowing where appropriate tenants to inspect plans, schedules and other relevant information where these are not subject to confidentiality and/or Data Protection Legislation and regulation and/or
- f) Receiving recommendations from managing agents.

## The Tenant's Rights and Responsibilities

### Security of Tenure

- 18) Subject to the terms of this agreement you have the right to secure occupation of the dwelling so long as it is your only or principal home and you are not in breach of the terms of this agreement.

### Occupation

- 19) You agree to live in the dwelling as your only or principal home.
- 20) You must advise us of any absences from the tenancy of more than four weeks and, prior to the absence, make all necessary arrangements for all of your obligations under this agreement to be maintained (including paying rent and service charges). You also agree to provide us with a contact name and address for the period you are absent from the property.
- 21) You will allow us access to the dwelling for the purpose of conducting a tenancy audit.
- 22) You agree not to smoke or permit to be smoked in the property any substance in the presence of our officers, managing agents, contractors, councillors, board members, tenant representatives or any other person lawfully within the property. Upon request you agree to cease smoking and extinguish the substance immediately.

### Duty to Inform

- 23) You agree to supply details to us of all persons resident within the property and immediately upon any change to such details. You also agree to inform us immediately upon the death of any person who has a right to reside within the property.



## Rent and Service Charges

- 24) Rent is payable weekly in advance with the first payment being due on the day of sign up. Rent should preferably be paid by direct debit. Any rent outstanding when the tenancy ends should be paid by the termination date of this agreement.
- 25) You agree to be proactive in applying for any benefit to which you are entitled within the prescribed time to do so. You also agree to make every effort to comply with requests for any document or further information on time. Further you agree to notify the relevant benefit and welfare authority immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance.
- 26) You understand that failure to co-operate with any benefits and welfare authority to ensure correct payments could lead to arrears accruing and possible possession action being taken against you.
- 27) You agree that you will pay us on time for any rent due including service charges, heating charges and any other charges shown on your rent statement. You also agree that paying your rent is your responsibility.
- 28) You agree to pay any monies outstanding from any previous tenancy which have been applied to the rent account of this agreement in accordance with the terms of this agreement.
- 29) You may pay rent and any other charges fortnightly or monthly by agreement with us but these payments must be made in advance.
- 30) Credit balances on rent accounts will be used to clear or offset any housing related debts payable to the Council or its managing agent before being refunded.

## Repairs, Improvements and Maintenance

- 31) You must report any repairs that are our responsibility immediately. Should you fail to report such repairs which have caused damage to the property or led to excessive costs being incurred as a result of your failure to report, you agree to reimburse us for all such costs incurred.
- 32) You must keep the property clean and in good decorative order.
- 33) You are responsible for any repairs or works that in our opinion are not due to fair wear and tear. You must make your own arrangements for the completion of such repairs or works at your own expense. Should you fail to do so you agree to reimburse us for any costs incurred to effect any repair which is your responsibility under this clause.
- 34) You will be charged and agree to pay us for any repairs or work to the dwelling, communal areas or appliances that we have to make good which has been caused by

your neglect, carelessness and/or deliberate or malicious damage or the same of any persons living with you, any visitor or pet.

- 35) You must not make any additions, alterations or improvements to the dwelling including its structure, internal and external walls, gardens or fences without our written consent. Further you must not erect any fence, structure, shed or outbuilding without written consent.
- In either case where we give you consent; you must precisely follow any plans and specifications exactly and if applicable use the exact materials we specify.
  - If you fail to do so, you agree to pay our costs in full if any works are required to rectify works you have undertaken so as to comply with the consent you were given.
  - You agree to pay our costs in full for any remedial works we carry out for any work you have carried out without permission to put the property back to its original condition.
- 36) You are responsible for the repair and maintenance of certain items within a reasonable period of time including but not limited to:
- Reglazing windows and doors where damage has been caused;
  - Broken doors;
  - Lock changes when keys are lost or misplaced;
  - Replacing lost keys and fobs and the cost of getting into your home if you are locked out;
  - Clearing blockages in WC or waste pipes;
  - Replacing electric fire elements, fire effect bulbs and gas fire radians;
  - Cleaning of chimneys;
  - Replacing all standard domestic lamps, bulbs and light fitting starters;
  - Replacing electrical fuses and the resetting of Master Circuit Boards (fuse boards) and Trip Switches (fuses);
  - Replacing plugs and chains to waste pipes in sinks or baths;
  - Replacing shower hose and shower head;
  - Replacing shower curtain and rail;
  - Replacing toilet seats;
  - Replacing clothes lines;
  - Maintaining the gardens including trees (except in circumstances outlined at clause 14) and shrubs and clearing rubbish;
  - Any repair to installations or improvements you have made (the Council or its agent may repair some gas and electrical appliances for safety reasons but will charge you the cost) and/or
  - Internal decoration (textured coatings and polystyrene tiles are not permitted).
- 37) You agree to check your smoke detectors on a regular basis and report any fault regarding the detector to Wolverhampton Homes as soon as possible.
- 38) You are responsible for and strongly advised to take out Home Contents Insurance which may cover many of the items listed in clause 36. Equally we do not reimburse for any

loss that may arise from an adjoining or neighbouring property. **We do not insure home contents.**

**(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).**

- 39) You agree to allow us or the emergency services access to the dwelling to inspect its condition and carry out repairs, improvements, pest control, inspection of gas appliances, safety checks (such as electrical condition reports etc.) and any other works to the dwelling which we may consider desirable or necessary, including making good any failure to carry out your obligations under this agreement.
- 40) In a potential emergency we reserve the right to enter the dwelling using reasonable force if necessary, if in the opinion of the visiting officer there is a risk of personal injury to the occupant or occupants of neighbouring dwellings, or other persons or damage to the dwelling or neighbouring properties.

### Gas Inspections

- 41) You must allow us access to the property to undertake a check of any gas fitting and the flues serving it in the Property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. You are obliged to provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access. If you fail to provide access for the gas safety inspection we have the right to take relevant legal action to either force you to allow us access to the property or for permission to force entry to the property.

### Essential Works and Moving into Temporary Accommodation

- 42) Should we require the property to be empty for works, repairs or improvements to be carried out, you agree that you will, on reasonable notice, move to suitable temporary alternative accommodation for the duration of the works, repairs or improvements. Furthermore you agree to leave the temporary accommodation and return to the property upon completion of the works or improvements.

### Aerials and Satellite Dishes

- 43) You must obtain our written permission before you fix or allow to be installed any aerial for VHF radio, television or satellite dish to any part of your home or in the garden. You also agree to check whether you require any planning permission to do so. Any aerials or satellite dishes you fit must be the smallest available. You must ensure that any aerials or satellite dishes or any wires do not cause a nuisance to any neighbour and ensure that they are installed discretely.

We will not give permission under any circumstances where there is a landlord's aerial installed to which you have access.

- 44) You agree that you are solely responsible for any costs associated with the installation, fixing, maintenance or removal of any aerial or satellite dish. Further you agree to pay our

costs in rectifying any damage caused by the installation, presence, removal of the aerial or satellite dish or for our costs of carrying out any of your obligations under this clause.

## Security Devices

- 45) You must have our written permission before you install any security device anywhere on the premises. This includes but is not limited to alarms, CCTV and lights. When we give permission you must ensure that any criteria or requirements are strictly adhered to. You also agree to install any security device discreetly and in a way which conforms to the law and does not cause a nuisance to any other person. You also agree to remove any such installation before you vacate the property. You agree to pay for the costs of any removal that we undertake in relation to any security device that has been left in situation.

## Wiring

- 46) You must not allow power cables to extend beyond the boundaries of the dwelling.
- 47) You agree to ensure that any wires or pipes attached to the property in respect of any utility to the property are fixed securely and discreetly so as not to cause a nuisance to any neighbour. You further agree to ensure that such wiring or pipes are maintained and secured discreetly at all times. Any wires and pipes which cause or are likely to cause a nuisance to any neighbour may be removed or secured by us. You also agree to reimburse us for any costs incurred as a result of action taken to remove or secure such wiring and pipes.

## Anti Social Behaviour

- 48) You must not do anything in the property or in the locality which is of a criminal nature. You must not cause criminal damage to the dwelling or allow or incite any other occupier or visitor to do so.
- 49) You must not do, or threaten to do, anything which causes or is likely to cause harassment, alarm or distress to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any of our tenants, managing agents, employees, contractors or emergency services anywhere. Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.
- 50) You must not do anything which is likely to be, might become or is a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any of our tenants, managing agents, employees, contractors or emergency services anywhere. Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.

## Noise

- 51) You agree not to play or permit to be played by any other person residing in or visiting the Property, any electrical equipment that omits noise or musical instrument or to operate any other equipment in the Property, garden or communal area in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the locality.
- 52) Further you agree not to cause or permit any noise to be created within the property in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the locality. This includes but is not limited to shouting, arguing, loud singing, door slamming, other vocalised noise, dog barking and using DIY tools/electrical equipment for unreasonable lengths of times and/or late at night and/or in the early hours of the morning.

### **Drugs and Drug Dealing**

- 53) You must not use the Property or any location within the neighbourhood to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medical purposes) or to cultivate, manufacture or sell any drug. Nor must you allow, fail to prevent or encourage any other person to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medical purposes) or to cultivate, manufacture or sell any drug.

### **Gang Membership**

- 54) You or anyone living with you must not be a member of a gang, join a gang, or allow a member of a gang to visit the property. When we refer to a gang we mean a group of at least 3 people which:-
- has caused alarm, harassment or distress to others;  
OR
  - is a group who breaks the law on a regular basis  
AND, IN EITHER CASE
  - uses a name, emblem, or colour, or any other characteristic enabling its members to be identified by others;  
OR
  - is associated with a particular area

### **Domestic Abuse**

- 55) You must not abuse, assault, threaten or harass any person living with you sexually, emotionally or financially.

### **Criminal Purposes**

- 56) You must not use the property for criminal, immoral or illegal purposes. Nor must you allow or fail to prevent anyone living with you (including children) or your visitors to do any of these things.
- 57) You will not use communal areas of the Property for the consumption of alcohol which

then causes behaviour that is a nuisance, annoyance or inconvenience to any person. Nor must you allow another person to do so.

## Gardens and Trees

- 58) You will, at all times, keep any gardens clean, tidy and free from rubbish and weeds. Lawns should be mowed at frequent intervals. All hedges must be properly maintained so as not to cause a nuisance or endanger the safety of people in the surrounding area. In the event that action is required to address untidy or overgrown gardens, nuisance or endangerment problems, you will be charged for the cost of any necessary work undertaken by us.
- 59) You must not plant, or allow to be planted, any tree, shrub, bush or ivy within 10 metres of a dwelling where the height of the species will exceed 3 metres in height.
- 60) You are responsible for the maintenance of any tree within the boundaries of your property unless any of the clauses in this agreement apply.

## Use of the Dwelling

- 61) You agree that when using any communal area such as gardens, refuse areas, staircases, lifts, landings and passages, you will keep them clean and tidy and free from obstruction. If you reside in a block of flats with a rubbish chute you must ensure that this is used. Should we have to remove refuse from any landing or communal area you will be charged and agree to pay us our costs of doing so.
- 62) You must not lay floor coverings, mats or place decorative items or materials on landings or communal areas. Nor must you store pushchairs, bicycles, motor bikes and/or motorised scooters on landings or internal communal areas. Smoking is not permitted in any communal area.
- 63) You will not use or allow to be used any part of the dwelling for business or trade or display any sign or use any advertising in that connection without our written consent. Subject to any necessary planning consent, permission may be given provided the business or trade is legal and would not cause inconvenience, nuisance or annoyance to neighbours.
- 64) You agree that loft and attic spaces are used entirely at your own risk because they do not form part of the habitable part of the dwelling and as such have not been adapted by us for use of any kind. You agree that we are not responsible for any damage or personal injury to any person or their property arising from the use of loft and attic spaces. Furthermore you agree to return the loft or attic space to a clean and empty state when your tenancy ends. Should we have to clear any such loft or attic space you agree to pay our costs of doing so.

## Hoarding, Property Neglect, Vermin and Pests

- 65) You must not use the property in a manner which in our opinion is likely to cause a health and safety hazard, fire hazard or encourage vermin and/or pests by hoarding items inappropriately. Nor must you fail to keep the property in a clean condition including but not limited to taking steps to eradicate any pest or vermin infestation within the Property.

### Ventilation

- 66) You must ensure that the property is kept well ventilated. Items should not be dried on radiators without suitable aeration. You agree to use any equipment provided or installed in the property correctly to ensure proper ventilation.

### Laminate Flooring

- 67) You must obtain our written permission prior to installing floor tiles, laminate or wooden flooring or flooring of a similar nature. If you install any such flooring without our prior written permission, we will require you to remove it at your own expense and replace it with acceptable flooring. If we have to remedy this you agree to reimburse all of our costs of doing so whether during or after your tenancy agreement has ended.

### Fire Safety

- 68) If you live in a flat or maisonette, you must not use or store a liquid gas and/or paraffin heater and must not light barbeques on balconies.
- 69) You must not store any inflammable, explosive or noxious substances, such as paraffin or petrol, in the dwelling.
- 70) You must take all reasonable precautions to protect the premises from fire which includes but is not limited to:
- (a) ensuring that all means of escape from the premises are kept free from obstruction;
  - (b) ensuring that any fire or smoke detection equipment installed in the premises is working correctly. This means that you must test the fire or smoke alarms regularly. If a fire or smoke alarm fitted by us is not working correctly, you must notify us as soon as you become aware it is not working; and
  - (c) ensuring you do not do anything that in our opinion reduces fire safety at the dwelling, or in any communal areas. This includes (but is not limited to) removing or damaging any fire detection devices or removing, altering or damaging any structures that provide fire separation (such as doors and walls.)

### Assignment

- 71) You can only assign the tenancy:
- a) by way of mutual exchange; or
  - b) to someone who would be eligible to succeed to the tenancy if the tenant died

immediately before the assignment; or

- c) following an order of a court.

*In (a and b), our written permission is required before you can do this.*

## Sub Letting

- 72) You must not sublet any part or all of the dwelling without our written permission subject to the provisions of any clause in this tenancy agreement.
  - a) If you sublet or part with possession of all or part of the dwelling, the tenancy will cease to be secure and cannot become secure again.

## Lodgers

- 73) You may take in lodgers, without our permission, so long as this does not cause overcrowding. You agree to inform us immediately should a lodger join or leave the property. A dwelling is overcrowded if the number of people resident is more than the 'permitted number'.
  - a) The 'permitted number' for the dwelling to which this tenancy agreement relates is shown on the signed agreement.
  - b) In counting the number of persons, each child under 10 years of age counts as half a person and a child less than 1 year old is not counted at all. Rooms used in this calculation are the living space and bedrooms.
  - c) A tenant who causes or permits the dwelling to be overcrowded is liable to prosecution for an offence under the Housing Act 1985 and if convicted can be fined. A further fine of up to one tenth of the original fine may be imposed in respect of every day on which the offence continues after conviction. Any part of a house that is occupied by a separate household is a 'dwelling'.

## Vehicles and Parking

- 74) You may only park one private or light goods taxation class motor vehicle in a designated parking area or on the dwelling where a hard-standing and dropped kerb are provided. You may only park further vehicles if there is space for all vehicles to fit entirely on the hard-standing safely.
- 75) You must obtain our written permission before you park or allow to be parked by any other person any motorised camper van, trailer caravan, trailer, HGV, boat, any additional vehicle or any vehicle not permitted in any clause in this tenancy agreement. This applies to hard-standings, parking spaces and car parks provided by us for the use of tenants. We will only grant permission if there is no adverse effect upon neighbours or other occupiers.



- 76) You must not create any obstruction or park any vehicle, caravan, trailer or boat that would block access for emergency vehicles nor allow any other person to do so. You must not park in either disabled parking spaces (unless you are a blue badge holder) or in parking spaces which are allocated to other occupiers. You also agree not to store or allow to be stored any vehicle on any land that belongs to or is managed by us.
- 77) You must not park on or drive over any footpaths, grassed area including gardens (specific or communal) or verges. Nor will you allow anyone who lives with you or visitors to do so. Any damage caused will result in a charge for reinstatement.
- 78) You must not park or store a damaged, scrap or un-roadworthy vehicle on land owned or managed by us. Nor will you allow anyone who lives with you or visitors to do so. You will be liable for any costs associated with removal.
- 79) You must not use any part of the property, land around your home, the road, communal path, parking area or garage site or land owned or managed by us to store, load or unload scrap metal or vehicles to be later stripped down. You must also not strip down vehicles for scrap metal in any of the aforementioned places in this clause. Nor will you allow anyone who lives with you or visitors to do so.

## Animals and Pets

- 80) You must not keep any animal that is unsuitable for the dwelling such as livestock, horses or goats, nor must you allow any other person living with you to do so.

(For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

- a) You must not keep a cat or dog in any high or medium rise flat (three storeys or above) under any circumstances
- b) You must not keep a dog in any dwelling that does not have direct access to an exclusive garden.
- c) If you or another occupier of the property requires an assistance dog we give permission for you to keep such an animal in your property. You agree to notify us if you are keeping an assistance dog in your property.
- d) You must not keep a dog as specified in the Dangerous Dogs Act 1991 (as amended in 1997), or any illegal breed of animal.
- e) Animals must not be kept in the dwelling or any part thereof for breeding or any commercial or illegal purposes
- f) The keeping of dogs and cats is limited to a total of two animals
- g) You are responsible for keeping the property, gardens and communal areas clear of faeces and left over food at all times so as to prevent causing a nuisance to neighbours

- h) You must not neglect any animal kept in the dwelling or any part thereof
- i) You must not allow animals, in particular dogs to be kept alone in dwellings for excessive periods without exercise or companionship.

- j) The keeping of dangerous reptiles, poisonous snakes, arachnids or insects is prohibited.
- 81) You agree to keep all dogs in a secure room when any of our tenants, managing agents, employees, contractors or emergency services visit the property. If your animal or pet causes a nuisance to any council officer, agent, contractor or anyone else, we will ask you to remove it from the property.
- 82) You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you agree to reimburse us or our contractors for any remedial work necessary to fencing as a result of the animal's behaviour.

## Tenancy Fraud

- 83) We may prosecute you if you part with possession of the property or sublet the whole of it as provided for by the Prevention of Social Housing Fraud Act 2013.
- 84) You agree that the information you have provided to us in agreeing to the terms of this tenancy is true to the best of your knowledge. Further you will have broken the terms of this tenancy agreement if you have obtained this property by deception, live elsewhere, have another tenancy elsewhere or any other undisclosed interest in any property, claimed succession rights to which you are not entitled, sold keys to the property or unlawfully swapped properties without our consent.

Deception includes providing false information of any kind, not providing a full account of your or any other person's circumstances or encouraging others to do the same.

- 85) You agree to allow us to undertake a full inspection of the property on reasonable notice and to co-operate fully with the process.

## Right to Buy

- 86) You may be able to purchase your home under the Right to Buy Scheme.

(For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

## Succession

- 87) The right of succession is governed by the Housing Act 1985 as amended by the Localism Act 2011. The right of succession applies only once following the death of the tenant.

- (a) If the secure tenancy was granted prior to the 1<sup>st</sup> August 2013 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal home at the time of the tenant's death:
- I. the tenant's spouse, including civil partner; or
  - II. another member of the tenant's family who has lived with the tenant throughout the 12 months prior to the death of the tenant.
- (b) If the secure tenancy was granted on or after 1<sup>st</sup> August 2013 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal home at the time of the tenant's death:
- I. the tenant's spouse or civil partner; or
  - II. a person who was living with the tenant as if they were the tenant's spouse or civil partner.

Where in either of (a) or (b) above, there is more than one person that fulfils the criteria set out, such one of those persons as may be agreed between them or, where there is no such agreement, as selected by us is to be treated as the tenant's spouse, civil partner or family member (Clause 87 (a) only)

- 88) We may seek possession of the dwelling where, following succession, the dwelling becomes substantially under occupied (normally 2 or more bedrooms) or the dwelling is occupied by persons who do not require use of any special adaptation or features present in the property (for example feature for disabled people). In such cases we will provide suitable alternative accommodation in accordance with our allocation policy.
- 89) Where there is no legal successor but someone is left in the property, consideration will be given to allowing that person to be given a tenancy if:
- a) Either
    - i) that person has lived with the previous tenant for more than 10 years and/or
    - ii) will be taking on responsibility for the previous tenant's dependents and
  - b) the household is eligible for the property type.

## General Legal

- 90) We have the right to apply for an injunction to enforce your obligations under this agreement and in serious cases we can ask the Court to attach a power of arrest or exclusion order to the injunction. Further we also have the right to take action against you in any way permitted by law in the future. We may seek Anti-Social Behaviour orders (ASBOs) in the Magistrates and County Courts to control tenants who act in an anti-social manner. We can also take action against you in relation to Housing Fraud in the

Magistrates and County Court which could involve but is not limited to seeking an Unlawful Profit Order and/or prosecution for unlawfully subletting your property.

- 91) You agree that you will reimburse us for our reasonably incurred costs (including legal costs) in seeking to enforce any of the terms of this agreement, seeking possession of the property or in relation to any legal action taken as a result of anti-social behaviour caused by you, any member of your household or any visitors to your home.

## Demotion Order

- 92) In cases involving anti-social behaviour, we may apply to the Court for a Demotion Order. A Demotion Order demotes a secure tenancy to a demoted tenancy for an initial period of one year. We will usually give you four weeks notice of our intention to apply for a Demotion Order but can apply to Court for permission to dispense with any notice in serious cases. The notice will tell you why we are applying for a Demotion Order and the statutory basis for doing so.
- 93) We may amend this tenancy agreement in accordance with the provisions of the Housing Act 1985 or any other legislation which may be introduced in future.

## Terminating the Tenancy

The tenancy can only be terminated in one of the following ways:

- 94) **Notice by you.** This must be in writing and signed (or a recognised mark) giving a minimum of 4 weeks notice to expire on a Monday. Keys must be returned and receipt obtained before 12 noon on the Monday the notice expires.
- a) You must give vacant possession and must not leave any belongings, furniture, carpets or rubbish inside or outside the dwelling. You agree that we may dispose of any items left in or about the dwelling when the tenancy ends. We will charge you for this and you agree to pay. If any such items are sold, we may deduct, from the proceeds of sale, any rent or charges unpaid in respect of the tenancy and any costs incurred by us in clearing the dwelling and gardens and disposing of items left in or about the dwelling.
  - b) You agree to reimburse us in full for any costs incurred in removal and disposal of any goods or belongings left in the property including but not limited to sales fees.
  - c) You will be charged and agree to pay for repair costs of any deliberate or reckless damage that was your responsibility as the tenant (e.g. damage to doors). This includes deliberate damage or reckless damage caused by anyone living with or visiting you or pets. If you are transferring to another Council tenancy the state of the current dwelling could delay or even prevent the move.
  - d) During the 4 week notice period, where requested to do so and provided reasonable notice is given, you will allow us access to inspect the condition of the dwelling ready for re-letting.

- e) Where there is more than one tenant then you are jointly and severally responsible for complying with all of the tenancy obligations, including the payment of rent. Where one of the joint tenants serves a notice to quit, giving at least 4 weeks notice, then the whole tenancy will end. We will make a decision as to whether the remaining person can be granted a new tenancy of that dwelling or whether we will take action to gain possession of the dwelling. Until this decision is made or possession granted by the County Court a charge for use and occupation will be made. (For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).
- 95) **On the order of the Court** after we have served a Notice of Seeking Possession upon you setting out one or more grounds for possession which apply to your secure tenancy. These grounds include but are not limited to the grounds contained within schedule 2 of the Housing Act 1985 or any ground for possession which in future applies to secure tenancies. We then apply to the Court which may make a possession order if it considers it reasonable to do so.
- 96) **On expiry of a notice to quit** given by us to you (including the personal representatives of a deceased tenant) at any time when the tenancy is not a secure tenancy.

## Service of Notices

- 97) The method of service by us of notices of seeking possession, notices to quit and notices of possession proceedings will be by hand or first class post at the last known address. If it cannot be served personally then it will be posted through the letterbox or attached to the door.
- 98) This tenancy agreement shall incorporate the provisions as to Notices contained in s.196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and shall apply also to the service of any Notice to Quit.
- 99) Any notices should be served by you on us as Landlord at the managing agents address.

## TENANCY AGREEMENT SIGNATURES TENANT COPY

This document is a tenancy agreement between: NAME OF TENANT(S):

.....  
.....

AND WOLVERHAMPTON CITY COUNCIL MANAGING AGENT.....

ADDRESS OF DWELLING: (THE PROPERTY)

.....

Postcode.....DWELLING TYPE:.....

Initial Weekly Affordable/Social Rent: .....Service Charges: .....

Other .....Total: .....

The '**permitted number**' of occupants for the dwelling to which this Tenancy Agreement relates is \_\_\_\_ person(s).

START DATE OF TENANCY:.....

By signing this tenancy agreement you agree to be bound by all of the clauses contained in this agreement and understand your obligations and those of the Council. You also agree that you have read and fully understood all of the clauses and their application in particular the clauses concerning:

- Payment of Rent and Service Charges
- Anti-Social Behaviour
- Tenancy Fraud

If you are unsure as to the effect of any of the clauses you should ask the Council or its agents for an explanation.

You also confirm that the information you have provided to induce the offer of this tenancy is true and accurate to the best of your knowledge and belief and that should you later become aware of anything which is not true you undertake to immediately disclose it to us.

Signed .....

Print Name ..... (Tenant/s)

Signed .....

Print Name ..... (Tenant/s)

Signed, on behalf of Wolverhampton City Council and their agent.....

Print Name ..... Day ..... Month ..... Year 20.....

This report is PUBLIC  
NOT PROTECTIVELY MARKED



## TENANCY AGREEMENT SIGNATURES COUNCIL/AGENTS COPY

This document is a tenancy agreement between: NAME OF TENANT(S):

.....  
.....

AND WOLVERHAMPTON CITY COUNCIL MANAGING AGENT.....

ADDRESS OF DWELLING: (THE PROPERTY)

.....

Postcode.....DWELLING TYPE:.....

Initial Weekly Affordable/Social Rent: .....Service Charges: .....

Other .....Total: .....

The '**permitted number**' of occupants for the dwelling to which this Tenancy Agreement relates is \_\_\_\_ person(s).

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- Payment of Rent and Service Charges
- Anti-Social Behaviour
- Tenancy Fraud

If you are unsure as to the effect of any of the clauses you should ask the Council or its agents for an explanation.

You also confirm that the information you have provided to induce the offer of this tenancy is true and accurate to the best of your knowledge and belief and that should you later become aware of anything which is not true you undertake to immediately disclose it to us.

Signed .....

Print Name ..... (Tenant/s)

Signed .....

Print Name ..... (Tenant/s)

Signed, on behalf of Wolverhampton City Council and their agent.....

Print Name ..... Day ..... Month ..... Year 20.....