

Tenancy Agreement

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All Tenants

This tenancy begins as:	<input type="checkbox"/> An introductory tenancy <input type="checkbox"/> A secure tenancy
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This is a tenancy agreement between Bury Council (“the landlord”) and you (“the tenant”).

Tenant(s)

1. Full Name	
Date of birth:	
National Insurance No.	

2. Full Name	
Date of birth:	
National Insurance No.	

3. Full Name	
Date of birth:	
National Insurance No.	

4. Full Name	
Date of birth:	
National Insurance No.	

If this is a joint tenancy, “you” means any and/or all of the joint tenants.

The property let to you is:	
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The property has:bedroomsgarden (shared or sole)access (shared or sole)boundary fences (map attached)
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The maximum number of people allowed to live in this property is

You must inform Bury Council immediately when (i) any occupant joins or leaves the household, or (ii) any tenant changes their name, because of marriage or otherwise.

This weekly periodic tenancy begins on (date):	
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You must keep to the terms of the tenancy from this date. You must also start paying rent from this date for the week ahead.

--	--

The following people will normally live in this property:

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

If the tenancy begins as an introductory tenancy, it will automatically become secure on	
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Unless Bury Council has started court action against you to evict you (remove you from your home) or has given you notice in writing to extend your introductory tenancy. Bury Council will only do this if you have broken the conditions of this agreement.

The introductory tenancy will be reviewed with you before the following date unless it has already been extended. You must be available for this visit (N.B. if the tenancy is a joint tenancy, only one of the joint tenants needs to be present)	<ul style="list-style-type: none"> • insert date 7 months from sign up
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Paying your rent

You must pay your first week's rent when you sign your tenancy agreement (including any service charges and support charges)

Initial weekly rent (payable until the next rent variation).	£
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Paying rent and other charges is one of your most important responsibilities. Your weekly rent and other charges are due on (day) each week and you must pay **on time**. If you do not pay your rent, you could lose your home.

The initial amount (payable until the next rent variation) that you must pay each week includes the following:

Rent:	
Heating charges:	
Service charges:	
Furniture charges:	
Support charges (see below):	
Total:	

Support charges may also be made, for example for services provided in sheltered accommodation or home support services.

Signatures of all tenants:

By signing below, you are confirming:

1. That you have read the terms of this tenancy agreement and agree to be bound by them.
2. That you have received a copy of this tenancy agreement.
3. That the information proved in the housing application form was and still is correct.
4. That you have been provided with keys for the property by Bury Council.
5. That you agree to return all keys to Bury Council when the tenancy ends.
6. That you grant permission to Bury Council's Benefits Department to discuss your current, future or previous claims for welfare benefits or Council Tax benefit with:
 - i. Employees of Bury Council;
 - ii. Employees of Bury Housing Service;
 - iii. Other benefits agencies; and
 - iv. Support agencies working on your behalf.

You may withdraw permission at any time by writing to Bury Council's Benefits Department.

Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Date:	

Witnessed by (Name): Bury Housing Services	Signature:
Contact: 0161 686 8000	housingenquiries@bury.gov.uk

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Service of written notices

You can serve any notice, whether in proceedings or otherwise, upon Bury Council by sending or delivering it to the following address:

**c/o Bury Housing Services
6 Knowsley Place
Angouleme Way
Bury
BL9 0EL**

Bury Council can serve any letter, notice, or other document, including a Notice to Quit, upon you by leaving it at the property or by sending it to your address by post.

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Section 1 General Information

This tenancy agreement sets out your rights and responsibilities as a tenant of Bury Council. If you are an introductory tenant, your tenancy will automatically become a secure tenancy after one year, unless it is extended or if possession proceedings are issued to end your introductory tenancy. Many of the rights set out in this agreement do not apply in full or at all to introductory tenants but the responsibilities are applicable to all tenants.

Joint Tenancies

If you are a joint tenant you can be held individually responsible for all tenants' obligations in relation to the whole tenancy. For example, you are responsible for the full amount of rent that is due. The responsibility applies whether payments are missed or not.

Change of circumstances or details

You must tell us about any change in your circumstances or details as soon as possible after the change.

Changes you must tell us about include:

- if you change your name;
- if you get married or enter into a civil partnership and live together;
- if anyone moves into the property including partners, lodgers or other family members;
- if your husband, wife or civil partner dies;
- if you get divorced or your civil partnership ends and you no longer live together;
- if your children leave home; or
- if your children return home to live with you.

Spending time away from home

You must write to tell us if you are going to be away from the property for more than 28 days or if the property is regularly empty during the week, for example, because you work away from home. If you are away from the property for 28 days or more and have not told us, we will assume you have abandoned the property and we will take legal action to end your tenancy. If you subsequently return before a possession order has been obtained you will be responsible for our legal costs. You are responsible for all rent payments and service charges until your tenancy ends.

Your main home

You must live in the property as your main home. If you do not, you will no longer be a secure tenant and we will take action to end your tenancy.

Section 2 Introductory Tenancies

a. Introductory tenants only

All new tenancies, where possible, will be let on an introductory tenancy.

An introductory tenancy is a weekly tenancy which usually lasts for a probationary period of 12 months. If the introductory tenancy endures for 12 months (or 18 months where the probationary period has been extended), it automatically becomes a secure tenancy if it otherwise fulfils the requirements for attracting that status.

During your introductory tenancy, you do not have the same rights as a secure tenant. You:

- do not have the right to buy your home;
- do not have the right to exchange your home;
- do not have the right to take in a lodger or sublet part of your home;
- do not have the right to make alterations or improvements to the property;
- cannot vote to change your landlord;
- cannot transfer or assign your tenancy to someone else; and
- cannot assign an introductory tenancy unless the court has made a property adjustment order or an order for financial relief under a specific family and marriage law, or you assign it to a potential successor.

b. Extending or ending your introductory tenancy

If you breach the conditions of your introductory tenancy during the probationary period, we may:

- deal with the matter informally;
- serve you with a 'notice of extension' to extend your introductory tenancy by six months; or
- serve you with a 'notice of proceedings' telling you that we are going to ask for a court order to end your tenancy.

c. Extending your introductory tenancy

If you break any conditions of your tenancy, we may extend your introductory tenancy by six months.

You will be given 8 weeks' notice of our intention to do this and you have the right to request a review of this decision within 14 days of receipt of the notice.

d. Ending your introductory tenancy

We will serve you with a 'notice of proceedings' which will list our reasons for ending your tenancy.

You will have the right to request a review of the notice and reasons for it. Any review should be requested within 14 days of receipt of the notice.

If, following a review, where one is requested, the decision is made to proceed with the possession proceedings, we will ask the court to make an order to end your tenancy.

e. Asking for a review

If you receive either a 'notice of extension' or a 'notice of proceedings' you have the right to ask us to review our decision about giving you a notice.

This review allows you to challenge our reasons for issuing a notice and put forward any mitigating circumstances you feel are relevant.

You should get independent legal advice if we send you a notice. You can find details on how you do this on the notice.

If you want us to review our decision about a notice, you must follow the procedure set out in the notice.

You must do this within 14 days of us serving the notice upon you.

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Section 3 Secure Tenancies

At the end of the introductory tenancy period, if we have not taken the above steps to end your tenancy, you will be a secure tenant.

You will also be a secure tenant if you:

- are transferring from another Council property;
- have mutually exchanged;
- have had the tenancy assigned to you; or
- have succeeded to the tenancy.

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Section 4 Rent and Other Charges (for secure, demoted and introductory tenancies)

a. Paying your rent

You must pay your rent and all other charges **for the whole property** on time, every week unless we have agreed that you can pay them at another time, for example, every month. If you pay monthly, this must be on time for the month ahead.

There are some 'rent-free' weeks when you do not have to pay any rent – we will give you details of these. If you owe us rent you must continue to pay us in these 'rent free' weeks, until you have paid what you owe.

If you are a joint tenant, you are responsible for all of the rent and other charges and for any unpaid rent. We can claim back all the rent that is owed for your home from any or all of the joint tenants.

If you cannot pay your rent for any reason, please contact us immediately as we may be able to assist you.

If you do not pay the rent and other charges on time, or do not keep to an agreement to pay, we will take legal action to claim back what you owe us and you may lose your home.

If you receive any welfare benefits you must pay us the full amount of rent and any service charges due for your home every week on time. If your benefits do not cover your full rent, you must pay us the shortfall.

b. Increasing your rent and other charges

We will give you at least 4 weeks' notice in writing if we are going to change your rent. However, we have the right to increase other charges with less notice.

c. Other information about charges

If we have to take court action against you, we may ask the court for an order requiring you to pay our legal costs.

d. Refunds or compensation payments

If we owe you any money, such as compensation (for example, for something we have not done) or decoration vouchers, we will first use this money to pay any rent arrears or any other charges you owe Bury Council before passing on the balance to you.

If you pay more money into your rent account than you need to, you can ask us to refund the amount in credit.

Section 5 Ending Your Tenancy (for secure, demoted and introductory tenancies)

a. Ending your tenancy

When you decide to end your tenancy and move out of the property, you must give us at least 4 weeks' notice in writing. When you leave the property or by the end of the notice period, you should make sure that every part of the property (including the loft space and garden) is left empty of people, any pet, any personal item, your furniture and rubbish.

You must leave the property as you found it, subject to any alteration you have made to the property with our written permission. Any damage that you are responsible for must be repaired or paid for before you leave the property.

If you leave anything in the property, you will be charged for all works required to clear the property.

If you have carried out any alteration to the property without our permission, you will be charged for all works required to reinstate the property to its previous condition.

You must return to us all keys to the property by no later than 12 noon on the day your tenancy ends, including any key fob for shared areas, garages and any door-entry fob. We will charge you for any failure to return these.

If you return the keys without telling us you want to end your tenancy, we will assume you want to end your tenancy immediately and we will charge you up to 4 weeks' rent.

If you fail to leave the property in a good condition, or if you leave with outstanding charges, it could lead to you being unable to qualify for social housing in the future.

b. Joint tenancy

If you are a joint tenant, the tenancy will end for all joint tenants if only one joint tenant serves us with a Notice to Quit (or Notice of Termination) to end it. We will decide whether to give any remaining occupier a new tenancy at the property or elsewhere or ask them to move out. If you are a joint tenant, you do not have an automatic right to stay in the property once any of the other joint tenants has ended the tenancy.

c. If you die

Upon your death, unless there is someone who has the right to succeed to the tenancy, your family may arrange a set time with us to clear out the property.

d. Abandoning the property

If you abandon the property and do not return the keys to us or do not give us notice that you are leaving, we will serve a notice to quit (deemed served on you if left at the property) to end your tenancy in 28 days. If you have not contacted us by the time the notice has expired to tell us you want to stay in the property, we will apply to the court to take possession of the property. We will also serve a notice seeking possession of the property because abandoning the property is a breach of your tenancy. We will also charge you for the removal and/or storage of goods, for changing the locks and for any other work that we have to carry out.

e. Possessions left in the property

If you leave any personal possessions and/or personal data in the property, these will be stored in an appropriate location, unless you have given written instructions that Bury Council can dispose of them on your behalf. If this is the case, you will be charged costs of removal, storage and/or disposal.

All possessions found at the property deemed to be a Health and Safety risk (including infestations, sharps found on site, risk of blood-borne infection, etc.) will be disposed of.

If Bury Council decides to store your possessions, you will be served with a 1 month notice period in accordance with Section 41 of the Local Government (Miscellaneous Provisions) Act 1982. The notice will clearly state that all stored possession will become the property of Bury Council after the notice period expires. You will be charged costs of removal, storage and/or disposal.

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Section 6 Your Rights

a. Your rights as a tenant

Right to repair

You have the right to have urgent or minor repairs which affect health or safety completed within a reasonable time. If certain repairs have not been completed within our stated timeframes, you should contact us as you may be entitled to get repairs done yourself and/or claim compensation.

Lodgers and changes to members of the household

You can take in a lodger with our permission if you are a secure tenant.

Any lodger:

- Must meet the criteria for the type of accommodation you are living in (e.g. within the age group intended for sheltered accommodation);
- Must not overcrowd the property;
- Must not be someone whom Bury Council would exclude from consideration for re-housing due to their behaviour or previous housing history; and
- Must not be someone whose behaviour (e.g. domestic abuse) resulted in your being rehoused to this property.

You are responsible for anyone who comes to live with you. If their behaviour is unacceptable, we may take action to end your tenancy.

You must give us details of any lodger who comes to live with you.

Succession

When a tenant dies, “succession” is when someone takes over the deceased tenant’s tenancy after the tenant’s death and becomes the tenant in their own right. The person who “succeeds” to a tenancy in this way must be the deceased tenant’s spouse or civil partner, or someone who lived with the deceased tenant as if they were the deceased tenant’s spouse or civil partner, and they must have lived at the property at the time of the deceased tenant’s death. This can only happen if the deceased tenant had not themselves previously succeeded someone else in order to take over the tenancy.

For tenancies that began before 1 April 2012, and which have not already been succeeded by someone, the right to succeed to a tenancy can in certain circumstances extend to family members other than the deceased tenant’s spouse or civil partner.

If the property does not meet or exceeds the housing needs of the person taking over the tenancy, Bury Council may offer them an alternative property. The tenancy can only be succeeded to once. If someone applies to take over your tenancy, they must apply in writing within 1 month of your death. If more than one person qualifies to succeed to the tenancy and there is no agreement in place as to who succeeds, Bury Council will select the person who qualifies as to succeed to the tenancy.

Assignment

You cannot assign (transfer) your secure tenancy to someone else except in these circumstances:

- You swap your home with a tenant of Bury Council, another council or a housing association (referred to as a “Mutual Exchange”);
- According to certain types of court order in relation to family proceedings; or
- You assign your tenancy to someone who anyway would be qualified to succeed to your tenancy in the case that you were to die immediately before the tenancy was assigned.

Consulting you

You have the right to be consulted on any changes which Bury Council makes to the conditions of your tenancy.

Improvements

You shall not carry out any alterations or improvements to your property, such as installing a shower and fitting new kitchen units, unless Bury Council has given you written consent to do so, such consent will not be unreasonably refused.

If you make any improvement or alteration to your property without our written consent, we may tell you to return the property to how it was before, and if you do not, we may do the work instead and charge you for it.

Compensation

When your tenancy ends, you may qualify for compensation for any improvement you have carried out to your home and for which Bury Council gave you written permission to do so. Bury Council will only pay this compensation when the tenancy ends and where Bury Council has agreed there have been improvements made. Please contact us as soon as possible when you are considering making improvements to your property.

Right to information

You have the right to see certain information we have about you and your tenancy. You will not be allowed to see any information that:

- is not about you;
- someone else has given us in confidence; or
- in other circumstances set out in data protection law.

Data Protection

We will comply with current data protection laws when collecting, using and sharing your personal information. Your personal information will also be dealt with in accordance with our data protection policies, procedures and privacy notices in place from time to time. This may involve us sharing your personal information with other agencies and organisations where permitted under data protection laws.

Bury Council is 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 or for performing other statutory enforcement duties.

Right to complain

Please contact us if you are not happy with the standard of our services, if you think we have done something wrong or if we have not done something we should have.

Tenants' or Residents' groups

You may join or start a local Tenants' or Residents' group.

b. Your rights as a secure tenant

Right to buy

If you are a secure tenant, you have the right to buy your home under the right-to-buy scheme, if you qualify because of the total length of time you have lived in a council accommodation. There are certain exceptions, including whether you live in a certain type of property that has been specially adapted, or was designed for elderly or disabled people.

If we are taking legal action against you for anti-social behaviour, we may choose to suspend your right-to-buy application until the matter is resolved.

Subletting

You have the right to sublet part of your property, but you must get our written permission first. Subletting means that someone who lives with you who was not part of your household when you first moved in pays you rent and has the exclusive right to live in a part of your home. They will usually do their own cooking and cleaning.

You cannot sublet the whole of your property. If you do sublet the whole of your property, your tenancy will no longer be a secure tenancy, and can never be a secure tenancy again and you may lose your home.

If you sublet part of your property, it might affect any claim you make for welfare benefits.

Stock transfer

You have the right to vote in a ballot about any plans we have, to change your landlord.

Right to mutually exchange

If you are a secure tenant, you have the right to mutually exchange your home with another tenant of Bury Council, a registered social landlord or another local council. You must get our written agreement first.

Section 7 Our Rights (for secure, demoted and introductory tenancies)

a. All tenants

Other than to undertake our responsibilities as your landlord as set out in this agreement, we will not interfere with your right to quiet enjoyment of this property.

Right of Access

You must allow us, or anyone working on our behalf, into your property to inspect it or carry out repairs and improvements. This will include taking photographs to update information needed by us about you or our property that you live in.

We will need access to your property to:

- Inspect the condition of the property and make sure the details we hold about your home and the people who live there are correct;
- Inspect adaptations or carry out work required before you terminate or leave your property;
- Carry out any repairs to the property;
- Carry out any repairs to a neighbouring property or to repair drains, paths, corridors, fences or any other structure or service that you share with other people;
- Carry out any work to put right anything in your home which may cause a risk to your health or to the health of others;
- Improve your home such as replacing any equipment we have provided for supplying your heating or hot water, or improving insulation or roofing;
- Service your gas and electrical appliances at least once a year; and
- Meet any other responsibility as your landlord that reasonably requires us to access your property.

This is not an exhaustive list.

You must allow us into your property, so long as it is during reasonable hours. We will try to give you at least 24 hours' notice if we need to access your property. If you do not let us into your property after we have given you reasonable notice, we may seek a court order directing you to allow us into your home and we will charge you the cost of this court action. If you still do not allow us access in these circumstances, we will take further action which may result in you losing your home and/or being sent to prison.

In emergencies, we may enter your home immediately, whether you are there or not, in order to protect you and your neighbours from harm.

We will carry out occasional visits to your property to make sure that your property is being lived in by the right people; that the information we hold about you and your family is correct; and that the property is being kept in good condition. We will take a photograph of you when you sign for the property and attach this photograph to your tenancy agreement, stored on our computer system, which we will inspect as part of the tenancy visit. If we do not have an up-to-date photograph of you, we will ask for photographic identification such as a driving licence or passport during the tenancy visit. We will not share your photograph with anyone else unless we have to by law.

b. Grounds for possession (Secure tenants only)

A court may only grant an order that we can repossess (take back) your property if the court finds that one or more “Grounds for Possession” is satisfied. These grounds are set out in the Housing Act 1985, and some of them are summarised here for your information:

- If you do not pay your rent or you break some other condition of your tenancy. (If you do not pay your rent, we will try to help you by giving you advice);
- If you cause a nuisance to or annoy your neighbours, or are convicted of using the property for illegal or immoral purposes;
- If you unlawfully threaten violence against someone, or commit a serious criminal act, in the property or in the neighbourhood of the property;
- If you allow the condition of the property or any of our furniture to become badly damaged;
- If you obtained your tenancy by giving us false information or allowed someone to do so on your behalf;
- If you give or receive any money to exchange your tenancy with that of another tenant; or
- If you refuse to leave a property which we have offered you temporarily while we carry out work to your usual home.

If we consider it necessary, we may rely on these and any future Grounds for Possession that may be introduced by Parliament to end your tenancy.

Section 8 Repairs and other works to your property (for secure, demoted and introductory tenancies)

a. Repairs

You must report faults or defects in the property which are our responsibility as soon as you notice them.

You must tell us about any problems with other tenants' homes that may be causing your property damage.

You must tell us immediately about anything in or around your property that you are aware might be causing damage to another property, such as water leaking from your property into another property. If you delay in telling us, we may charge you for the cost of any additional damage caused as a result of the delay.

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

We will keep in repair and proper working order:

- Installations for the supply of water, gas, electricity and for sanitation (including basins, sinks, baths and toilets, but not other fixtures, fittings or appliances for making use of the supply of water, gas, or electricity, and does not include any of your own appliances such as any cooker, washing machine or any appliance (such as a shower) that you have installed yourself);
- Installations for supplying heating and hot water;
- Any of the above in the common parts associated with your property, if there are any common parts.

If we attend at your property for an appointment to do a repair or inspection at a time we have agreed with you in advance (whether in writing or otherwise), or an appointment that we have told you about in advance and given you the chance to re-arrange if inconvenient (which you have not done), and when our operatives arrive at your property there is no one to let us in, or you or another member of your household refuses to let us in, we will charge you for the visit.

If we are refused access more than once, we may apply to court for an order forcing you to give us access to your property, and we will seek to recover from you the legal costs of doing so.

In any emergency, where there is a risk of injury to any person or damage to property, we may enter your property without giving you notice, although we will always attempt to contact you if reasonably possible. In such a situation, we reserve the right to force entry into your property where necessary.

We reserve the right to access your property for the purpose of carrying out any improvement work, where we have given you sufficient notice of the appointment.

In some circumstances, we may need to move you from your property into temporary accommodation so that we may make alterations, carry out repairs or major improvement or regeneration works.

We do not have to rebuild your home if it is destroyed by a fire, storm or any other similar disaster. However, we will provide you with suitable alternative accommodation where required.

b. Repairs – your responsibilities

You are responsible for keeping the inside of your home in good condition during the time you are the tenant of the property. You are responsible for repairing or replacing any items that you, your friends and relatives, children, any pet or any other person living at or visiting the property have damaged.

You must ensure that your home is clean and safe for us to work in.

You are responsible for minor repairs, for example:

- Changing fuses;
- Filling small cracks in the plaster;
- Maintaining any garden fences or gates;
- Maintaining any pipework you have installed (such as connections to washing machines, showers, etc);
- Maintaining any connections with any gas fires or any other appliances that you have installed but only by using a registered Gas Safe Engineer;
- Maintaining any fixtures, fittings or appliances you have installed;
- Maintaining any fixtures, fittings or appliances you have damaged;
- Replacing any plugs for any sinks or baths;
- Replacing any door chains or letter box;
- Maintaining any television aerial (unless we have provided a shared aerial);
- Maintaining inside decoration (although for health and safety reasons you must not paint boiler casings, electric storage heaters, gas fires or heaters); and
- Maintaining or replacing any lock or window pane but only under certain conditions.

The above list is non-exhaustive.

c. General repairs that you must pay for

We have the right to repair and charge you for any damage you cause, which includes but is not limited to:

- any alteration you have made without our permission or that is not to a suitable standard;
- if you or someone else living with you or visiting your property has deliberately or negligently damaged or neglected your property;
- repairing your drains if you or anyone living with you or visiting your property caused the blockage by neglect or carelessness; and
- cleaning up after every pet you have (including controlling any pests such as fleas that are connected with any pet you have) and repairing any damage they have caused.

d. Repairs to doors and windows that you must pay for

We will charge you if we have to get into the property or replace the locks because you have:

- lost your keys; or
- locked yourself out by leaving your keys in the property.

We may also charge you for the following:

- Boarding up and replacing doors and windows, caused as a result of a crime (whether or not the crime was committed by you);
- Any broken windows which you have not had repaired and re-glazed within 4 weeks of having been broken. We will carry out these repairs and may charge you the cost of boarding-up and re-glazing the window;
- The cost of dealing with repairs that we later find are your responsibility; or
- Calling us out of hours for a repair that we do not consider to be an emergency.

e. Improvements and alterations

You may be able to carry out improvements and alterations to your property **but you must get our written permission first**. You may need to get other types of permission too, for example planning permission or building regulations approval.

You need our permission in writing for any improvements that will affect the structure or exterior of, or services provided in, the building.

When you apply to carry out an improvement or alteration, we may need to visit your property so that we can decide whether you can carry out the works.

We may need to inspect the works once they are completed or ask others to do it on our behalf.

f. More information about your property

- You must not use ceiling fans in rooms where there is also a gas fire fitted.
- If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to remove it if we need to carry out works to your property. For example, you may have to take up laminate flooring that you have laid if we need to get access under the floorboards. In that situation, you will be responsible for relaying the floor after we have carried out any work.

- Once we have finished works at your property, we will clear up afterwards, and leave any decorations as close as possible to how they were before.
- Any lights or other decorations you put up outside your property for any religious or other festival must be safe, must not damage the property, must not cause undue nuisance to others, and must only be on display for a reasonable period of time.

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Section 9 Your Responsibilities (for secure, demoted and introductory tenancies)

a. Gas and electrical inspections

You must let us into the property to inspect and service your gas installations and appliances and to carry out routine electrical inspections.

If you do not let us in, we will take legal action against you to allow us access into the property and we may charge you the cost of this action.

You (or anyone living with you or visiting your property) must not:

- tamper with the gas or electricity supplies;
- tamper with the meters;
- by-pass the meters in order to steal electricity; or
- use halogen lighting and reflective tents so as to create a potential fire hazard.

b. Healthy and safe environment

You must keep the property, the garden and the area around it clean and tidy and free from bad smells, rats, mice and other pests as far as possible. You must make sure that any rubbish is removed from your home as soon as possible and put in any areas, containers or recycling bin provided.

If we have to take action to remove rubbish from your property or clean it, we may charge you for doing so.

You must not put any rubbish in any shared hallway, corridor, garden or other communal area or on any other resident's property.

c. Aerials, CCTV or flag poles

You must not put up (either inside or outside your property) a CB, radio aerial, satellite dish, closed-circuit television camera, microphones or recording equipment or similar item such as a flag pole unless you have our written permission. You are responsible for repairing and maintaining your own TV aerial unless we have provided you with a communal aerial system. You will be held responsible for the cost of any damage to the property caused by the installation or removal of such items.

d. Garden

You must keep your garden tidy by regularly cutting the lawns and trimming the hedges and bushes. If the garden is overgrown and there is not a good reason why you have not maintained it, we may take court action against you and charge you the cost of this action.

You must not keep rubbish, furniture, vehicles, household appliances or any other food or waste in any garden or communal area. If we have to take court action against you to make you clear it or we have to clear it ourselves, we will charge you our costs.

e. Fences, hedges and trees

You must not remove, replace or plant any hedge or tree, or put up a fence, without our prior written permission. No hedges should be more than two metres high, overhang into any other property or obstruct any pathway.

No fences should not be more than one metre high in the front of the property and two metres high at the back of the property.

f. Garages, sheds, greenhouses and other structures

You must not build or put up any garage, shed, greenhouse or similar structure without our prior written permission. If you do we may ask you to remove it, or we will remove it and charge you.

g. Syringes

You must not leave used syringes in areas where anyone may come in contact with them or where that may cause harm. You must dispose of used syringes safely.

h. Communal areas

You must co-operate with us and your neighbours to keep any communal areas clean, tidy and clear of obstruction or any flammable items.

The communal areas form part of fire safety measures and must therefore be kept free from obstruction at all times. Persistent obstructing of these areas with items or rubbish will result in action being taken which will put your tenancy at risk.

No smoking

You (or anyone living with you or visiting your property) must not smoke (including cigarettes, e-cigarettes, pipes, cigars and herbal cigarettes) in any communal area of flats or sheltered housing such as any stairway, community room or lift.

i. Vehicles

You, or anyone living with you or visiting you, must not do any of the following:

- Park any vehicle anywhere on the property unless the property has an approved hard standing (a driveway or paved area for parking) with a dropped kerb. You may build a hardstanding yourself but only with our prior written permission. Park any motor home, caravan, boat or trailer within the locality of the property.
- Take any vehicle over 1.5 tonnes in weight into any area within the locality of the property, except for loading or unloading.
- Park any vehicle on grassed areas, including grass verges.
- Receive payment for repairing any vehicle at the property.
- Carry out major repairs to any vehicle at the property or on the road around the property.
- Park any vehicle which is illegal or is not roadworthy (including a vehicle which has been stolen, does not have a current MOT certificate or has not been taxed) on any land owned by Bury Council. If you do, we will ask you to remove it within seven days. If you do not remove it, we may ask someone to remove it on our behalf and we will charge you the cost

of doing this. Or, we may take court action against you and charge you the cost of this action.

- Keep motorbikes or other vehicles inside the property or in the shared areas.

j. Materials which could catch fire

You (or anyone living with you or visiting your property) must not keep any dangerous materials, bottled gas, paraffin or petrol in your property or in any shared area.

You can keep a small amount of petrol to use in a lawn mower or similar garden tool but you must store it in a proper container and keep it in a locked shed or similar structure away from your property.

You must not use portable gas heaters at the property without our written permission.

k. Business

You must not use the property for running a trade or business without having our written permission and applying for, and receiving, planning permission.

We will not withhold our permission unreasonably, but we will not give you permission to run a business from the property if we feel this may cause a nuisance or annoyance to others or may cause damage to the property.

You must not display any notice or sign about your business. If you share any areas of your property with other people, you must not use these areas in a way which puts their safety at risk.

l. Pets

You must have our prior written permission to keep any pet within a building with a shared entrance, whether it belongs to you or anyone else, and whether or not it lives with you all the time.

We will not give permission for you to keep:

- any pet that we consider is likely to be a nuisance or danger to others;
- any pet that we consider unsuitable for your property, particularly if you live in a property with a shared entrance;
- any livestock including any horse, sheep or cattle;
- any animal connected with commercial breeding; or
- what we consider to be an excessive number of animals.

You must properly look after any animal you keep at your property and clean up after it.

We may withdraw our permission at any time if we feel it is reasonable to do so.

You must tell us about any animal you keep at your property that is a guide dog, a hearing dog or any other animal trained to help you.

Section 10

Anti-social behaviour & neighbour nuisance (for secure, demoted and introductory tenancies)

a. What we will do

We will try to make sure that you do not have to put up with nuisance from your neighbours or their visitors.

If you report anti-social behaviour, we will give you help and advice. We will investigate your complaint, keep you up-to-date with progress and, where necessary, take appropriate action to deal with your problem.

We will try to help you to solve your problems reasonably but we will take action quickly when this is not possible and in more serious cases.

b. Your responsibility

You are responsible for the behaviour of all people living in or visiting your property, and for any pet at your property.

c. Legal action

We may take legal action against you if you or anyone living with you or visiting you:

- harasses, threatens or physically assaults any other person for any reason;
- victimises any other person;
- causes a nuisance or annoyance to any other person living in or visiting the property or the locality of the property, or to any other person engaged in a lawful activity in the locality of the property; or
- commits a criminal offence in or in the locality of the property.

Harassment includes, but is not limited to, the following:

- using insulting behaviour or language;
- using or threatening to use violence;
- using abusive words or behaviour;
- damaging or threatening to damage another person's property or possessions;
- writing threatening, abusive or insulting graffiti;
- doing anything that may or does interfere with the peace, comfort or convenience of other people or causes them offence; or
- discriminating against, insulting or assaulting anyone in the property or the locality of the property, including for reasons of race, disability, religion, sexuality or sexual orientation, gender or gender reassignment, or age.

Nuisance and annoyance includes, but is not limited to, the following:

- making noise that is or is likely to be a nuisance or annoyance. This can include noise from televisions, sound equipment, radios, musical instruments, domestic appliances and power tools. It can also include screaming, shouting and banging doors.
- failing to control an animal or allowing it to mess and cause damage to the property or to another property;
- allowing any plants, trees, shrubs or hedges to become overgrown, blocking light or access or causing obstruction;
- interfering with the peace, comfort and convenience of other people by running a business from the property without having obtained our permission or by breaking any condition which was imposed when permission was granted;
- allowing people who live with you or visitors to your property to be noisy and disruptive;
- using the property or allowing it to be used for immoral or illegal purpose;
- playing ball games so as to cause or be likely to cause nuisance or annoyance;
- vandalising or damaging any part of the communal areas or anything in the locality of the property;
- leaving rubbish or storing things in places where they are not authorised to be stored;
- failing to use reasonable control over anyone living with or visiting you;
- possessing, using, growing, manufacturing or selling controlled drugs; or
- using or carrying firearms, knives, machetes or other offensive weapons.

We will use legal action where necessary, which may involve seeking to evict you.

We will take legal action against you if you use the property for immoral or illegal purposes or are convicted of an offence you committed at the property or in the locality of the property.

If we take legal action against you, we will charge you the cost of this action.

If your home is damaged as a result of a legal forced entry that is your fault, we will charge you for the cost of repairing the damage.

If we evict you because of nuisance or anti-social behaviour, domestic abuse or hate crime, we may not be responsible for finding you a new home.

d. Demoted tenancies

If you act anti-socially, we may apply to the court for a demotion order to change your secure tenancy to a demoted tenancy.

e. Domestic abuse

You must not use violence or abuse to any other person who lives in your home. This includes, but is not limited to, using or threatening to use physical or sexual violence, mental abuse, financial abuse, emotional abuse or sexual abuse.

f. State of Emergency or Pandemic

You (or anyone living with you or visiting your property) must comply with any government restrictions or law imposed in order to protect the public during a state of emergency and/or a pandemic.

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