| Section | Clause | Original | Alteration / Addition / Removal | Reason | Notes |
|---|--------|---|--|--|-------|
| Introduction | | | This is a very important document. Please read it carefully. It is the legal contract between you and the Wolverhampton City Council. It sets out the rights and responsibilities you have as a tenant and the responsibilities we have as your landlord. You should get professional independent advice if there is anything in this document that you do not understand. | | |
| Introduction Right to Complain Rent and Service Charges Repairs, Improvements and Maintenance Animals and Pets Termination of Tenancy | | (For more information see www.wolverhamptonhome s.org.uk). | For more information, please contact your managing agent. | Consistency with operational procedures, tenants should approach their managing agent in the first instance. | |
| Introduction | | Bushbury Hill EMB, The Management Centre, 14 Kempthorne Avenue, Low Hill, Wolverhampton, WV10 9JG, 01902 552992, info@bushburyhill.co.uk www.bushburyhill.co.uk Dovecotes TMO, 86 Ryefield, Pendeford, Wolverhampton, WV8 | Bushbury Hill Estate Management Board, The Management Centre, 14 Kempthorne Avenue, Low Hill, Wolverhampton, WV10 9JG, 01902 552992, info@bushburyhill.co.uk www.bushburyhill.co.uk | Springfield Horseshoe TMC removed as no longer in operation. Contact details updated. | |

| | 1UD, 01902 552780, DovecotesTMO@wolverh ampton.gov.uk New Park Village TMC, Ellerton House, Ellerton Walk, New Park Village, Wolverhampton, WV10 0UG, 01902 552670, ellertonhouse@npv.org.uk Springfield Horseshoe TMC, 27 Burton Road, Springfields, Wolverhampton, WV10 0EG, 01902 552872 springfieldhorseshoe@wo lverhampton.gov.uk Wolverhampton Homes, Hickman Avenue, Chillington Fields, Wolverhampton, WV1 2BY, 01902 556789, homes.direct@wolverham ptonhomes.org.uk | Dovecotes Tenant Management Organisation, 86 Ryefield, Pendeford, Wolverhampton, WV8 1UD, 01902 552780, generalenquiries@doveco tes.com Www.dovecotestmo.com New Park Village Tenant Management Co- operative, Ellerton House, Ellerton Walk, New Park Village, Wolverhampton, WV10 0UG, 01902 552670, Newparkvillage2@wolver hampton.gov.uk http://www.npv.org.uk/ Wolverhampton Homes, Alfred Squire Road, Wednesfield, Wolverhampton, WV11 1XU, 01902 556789, homes.direct@wolverham ptonhomes.org.uk www.wolverhamptonhome s.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 | 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. | photographs held by us or provided by you for the prevention and detection of fraud. The council may also use technology to monitor the condition of the property and any related personal information generated will only be shared in accordance with UK Data Protection laws for the purpose of delivering good homes and maintaining healthy, inclusive communities. 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. | | |
|-------------|---|---|---|--|
| Definitions | | Access: Allow access to the Landlord and its contractors and allow reasonable space as may be required to undertake any inspections or repairs. | Access sections added, definition added for clarity | |
| Definitions | Animal/Pet: Any animal or pet including birds, insects, reptiles, spiders and fish. | Animal/Pet: Any animal or pet including, but not limited to, mammals, birds, insects, reptiles, spiders and fish. A domestic or tamed animal | Clearer, more inclusive definition | |

| | | kept for companionship or pleasure. | | |
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| Definitions | Authorised Contractors: Any company or persons appointed by the Council or its managing agents to carry out repair works, improvements or any other tasks we deem necessary | Authorised Contractors: Any company or persons appointed by the Council or its managing agents to carry out repair works (including in emergency circumstances), improvements or any other tasks we deem necessary. | Inclusion of emergency (non planned) works | |
| Definitions | 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, which is defined by perimeter walls, railings, gates, hedges, trees and fencing. | 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 boundary, which is defined by perimeter walls, railings, gates, hedges, trees and fencing. | More concise wording | |
| Definitions | Flat: A home which forms part of a larger building. | Flat/ bedsit/ maisonette: A home which forms part of a larger building. | Inclusion of bedsits and maisonettes which also match this definition | |
| Definitions | Managing Agent: These are any of the organisations listed above which manage the Council's housing stock who manage your property. | Managing Agent: These are any of the organisations listed above (see page 3) which manage the Council's housing stock who manage the property. | Clearer wording | |
| Definitions | | Interpretation: All references in this Agreement to the singular | Added for clarity | |

| | | are to be read to include the plural, where applicable, and any references to gender are to be read to include both genders and the neuter. | | |
|-------------|---|--|-------------------|--|
| Definitions | | Occupancy Right: If a relationship breaks down, neither party can force the other tenant to leave as they still have the right to live in the family home. The only way one of the tenants can be made to leave is by a court order. | Added for clarity | |
| Definitions | | Permitted number: The permitted number of occupants for the dwelling, as stated in your tenancy agreement. | Added for clarity | |
| Definitions | 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. | 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: provision of furniture, communal cleaning, concierge services, maintenance, servicing, improvement and replacement of heating systems, digital TV, fencing improvements and caretaking services. | Clearer wording | |

| Definitions | | 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 87-89. | 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 114-116. | Updated clause numbers | |
|---------------------------------------|--------|---|--|--|---------------------|
| The Landlord's Responsibilities | | | | | |
| 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. | 3) All amounts due by you will be clearly shown on your rent statement and rent increase letter which may include rent, service charges and other monies due. If you are a joint tenant, you are jointly and severally responsible for paying all the rent and all other charges for the property when they are due. | Inclusion of rent increase letter and joint tenancy responsibilities | |
| Rent and Service Charges | | | 4) If you receive Housing Benefit or Universal Credit and your circumstances change, you must contact the Housing Benefit /Universal Credit Service immediately as these changes may affect your entitlement to benefit and, as a result, the amount of rent you have to pay. | | |
| Rent and Service Charges | 4 to 7 | | | N/A | Now Clauses 5 to 8 |
| Repairs, Improvements and Maintenance | 8 to 9 | | | N/A | Now Clauses 9 to 10 |

| Repairs, Improvements and Maintenance | 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 will maintain the structure and exterior of the Dwelling, excluding gardens, structures or installations you have installed. We reserve the right to charge a Service Charge for improving and or replacing fencing that is your responsibility to provide. | | |
|---------------------------------------|----|--|---|---|---------------------------|
| Repairs, Improvements and Maintenance | 11 | We reserve the right to access the dwelling for the purpose of carrying out any improvement. | 14) We reserve the right to access the Dwelling for the purpose of carrying out any repairs, maintenance, servicing, inspection or improvements. | Multiple access clauses, now sectioned together | Moved to 'Access' section |
| Repairs, Improvements and Maintenance | 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. | 13) We are responsible for the maintenance, repair and replacement of smoke and Carbon Monoxide detectors (where fitted). We are not responsible for the supply or metering of mains Gas, Electricity, or Water. You are responsible for reporting any faults or safety concerns directly to your utility provider. | | |
| 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 | 15) We will keep any entrances, halls, stairways, lifts, passages, rubbish chutes, lighting, fire safety equipment and other communal amenities or facilities reasonably clean, safe, secure and in working | | |

| | | the terms of this tenancy agreement. | 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: | 16) We will only maintain a tree within the boundary of your home if one or more of the following conditions apply: | within the boundary added as relates to tenancy | |
| Trees | 15 | Extreme situations of restricted light and financial hardship and/or | Removed | | |
| Consultation | 16 | | | N/A | Now Clause 17 |
| Consultation | 17 | c) Inviting comments from Wolverhampton Federation of Tenants Associations on matters of general policy or practice change; | Removed | Wolverhampton Federation of Tenants Associations are no longer in operation | |
| The Tenant's Rights and Responsibilities | | | | | |
| Security of Tenure | 18 | | | N/A | Now Clause 19 |
| Occupation | 19 | You agree to live in the dwelling as your only or principal home. | 20) You agree to live in the dwelling as your only or principal home. During your tenancy you must not (either solely or jointly) own or rent any other residential property which is physically and legally available for you to live in and which would be reasonable for you to live in as your home. You must tell us immediately if you own a residential | | |

| | | | property or have another residential lease or tenancy. | | |
|------------|----|---|--|---|---------------------------|
| Occupation | 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 must advise, in writing, 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. | | |
| Occupation | 21 | You will allow us access to the dwelling for the purpose of conducting a tenancy audit. | 42) You will allow us access to the dwelling for the purpose of conducting a tenancy audit/visit and you acknowledge that failing to do so could impact on your tenancy. | Multiple access clauses, now sectioned together | Moved to 'Access' section |
| Occupation | 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 | 22) You agree not to smoke (including vaping) 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 | | |

| | | extinguish the substance immediately. | 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. | 23) You agree to supply details to us, and any relevant agencies, 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. | |
| Duty to Inform | | | 24) The 'permitted number' of residents for the dwelling to which this tenancy agreement relates is shown on the signed agreement. a) 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. b) 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'. | |
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| 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) Rent is payable weekly, fortnightly or monthly 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. | |
| Rent and Service Charges | 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) If you need any assistance in paying your rent, you must apply for any benefit needed. You also must comply with requests for any document or further information within the timescale requested. Further you must notify all relevant agencies immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance, including but not limited: Change to employment status Financial gain e.g. inheritance | |

| | | | Buying or inheriting another property | |
|--------------------------|----|---|--|--|
| Rent and Service Charges | 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 understand that failure to co-operate with any relevant benefit agency to ensure correct payments could lead to arrears accruing and possible possession action being taken against you. | |
| Rent and Service Charges | 27 | You understand that failure to co-operate with any relevant benefit agency to ensure correct payments could lead to arrears accruing and possible possession action being taken against you. | 28) You must pay your rent in advance including service charges, heating charges and any other charges. Paying your rent is your responsibility. | |
| Rent and Service Charges | | | 29) You must pay any recharges or court costs added to your rent account. | |
| Rent and Service Charges | 28 | You agree to pay any monies outstanding from any previous tenancies which have been applied to the rent account of this agreement in accordance with the terms of this agreement. | 30) You must pay any monies outstanding from any previous tenancies which have been applied to the rent account of this agreement in accordance with the terms of this agreement. | |
| Rent and Service Charges | 29 | You may pay rent and any other charges fortnightly or monthly by agreement with us but these payments must be made in advance. | 31) All payments must be made in advance. | |

| Rent and Service Charges | 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. | 32) Credit balances on rent accounts and any other payment made to you by the Council or it's managing agents 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 | | | N/A | Now Clause 33 |
| Repairs, Improvements and Maintenance | | | 34) If you are the victim of criminal damage to any part of your home, you must report the matter to West Midlands Police and get a crime reference number. We will then check if someone else caused the damage illegally. If we are satisfied that it was someone else, we will carry out the repair at no charge to you. If we are not satisfied, we will charge you the cost of the repairs. | | |
| Repairs, Improvements and Maintenance | 32 | You must keep the property clean and in good decorative order. | 35) You must keep the property in good decorative order. You must keep the property clean and in good condition, avoiding excessive clutter which may cause health and safety risks or impact on the repair of the property (e.g. fire risks, damp, mould and condensation | | |

| | | | risks). You must not tamper with out metering and/or controls. | | |
|---------------------------------------|----|---|---|-----|---------------|
| Repairs, Improvements and Maintenance | 33 | | | N/A | Now Clause 36 |
| Repairs, Improvements and Maintenance | 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. | 37) We reserve the rights to charge you 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. | | |
| Repairs, Improvements and Maintenance | 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. | 38) You must ask for permission to make any additions, alterations or improvements to the Dwelling including its structure, internal and external walls, gardens or fences before you make any changes to the Property. Further you must not erect any fence, structure, shed or outbuilding without written consent. | | |
| Repairs, Improvements and Maintenance | 35 | | Examples of alterations to properties include: Knocking down walls (inside your home or garden). | | |

| | | | Changes to kitchen or bathroom fixtures and fittings. Erecting conservatories, sheds, porches, or decking. To flats, forming any holes in walls or door frames or mechanical fixing items to entrance doors. Installation of an Electric Vehicle Charging Point Changing fixtures/fittings relating to water, gas, solid fuel or electricity (remember to always use qualified and accredited tradespeople for any gas or electrical work). This includes the proposed installation of the customers own gas fires and cookers, solid fuel open fires/log burners and Bioethanol fires. Any certification must be submitted to us. | | |
|---------------------------------------|----|---|--|--|--|
| Repairs, Improvements and Maintenance | 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; | 39) You must act in a tenant like manner. You are responsible for the repair and maintenance of certain items within a reasonable period of time including but not limited to: Reglazing, repairing or | Clarity around some points shown here, other points not changed. 'Broken doors' removed as this is a repitition from the point before. | |

| | | (Removed) Clearing blockages in WC or waste pipes; Maintaining the gardens including trees (except in circumstances outlined at clause 15) and shrubs and clearing rubbish; | replacing windows and doors where damage has been caused by the tenant, residents of the property, or their visitors; Clearing blockages in WC or waste pipes; where items such as wet wipes have been flushed into the drains or cooking fats have been poured into waste pipes; Maintaining the gardens including trees (except in circumstances outlined in clause 16) and shrubs and clearing rubbish; | | |
|---------------------------------------|----|---|--|---|--|
| Repairs, Improvements and Maintenance | 37 | You agree to check your smoke detectors on a regular basis and report any fault regarding the detector to us as soon as possible. | 40) You agree to check your smoke detectors and carbon monoxide detectors (where fitted) on a regular basis and report any fault regarding the detector to us as soon as possible. | Included carbon monoxide detectors (where fitted) | |
| Repairs, Improvements and Maintenance | 38 | You are responsible for, and are 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. | 41) We do not insure your home contents. We will insure the property against fire, flood and other risks covered by buildings insurance and will use all reasonable efforts to arrange for any damage covered by the City of Wolverhampton Council Insurance to be remedied as soon as possible unless the damage is caused by a third party. We do not | | |

| | | | reimburse for any loss that may arise from an adjoining or neighbouring property. You are responsible for arranging insurance of your own belongings, internal fixtures and fittings and internal decoration. If you cause damage to a neighbouring property, you will be charged the costs of repair. | | |
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| Repairs, Improvements and Maintenance | 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. | 43) We will normally give a minimum of 24 hours' notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs and/or statutory inspections. If we force entry when you are not in, we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and | Multiple access clauses, now sectioned together | Moved to 'Access' section |

| | | | repairs required as a result of any damage caused in doing so. | | |
|---------------------------------------|----|--|---|---|---|
| Repairs, Improvements and Maintenance | 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. | 44) 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. | Multiple access clauses, now sectioned together | Moved to 'Access' section |
| 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. | | Clearer information around various health and safety regulations and responsibilities | Replaced by 'Health and Safety Inspections' section |

| Health and Safety Inspections | | 46) We must adhere to a range of legal obligations prescribed within the Health and Safety at Work Act 1974, and associated specific & themed regulations and guidance documents, with the aim of eliminating risks where reasonably practicable and managing any residual risks to all affected persons. To discharge these duties, you must provide us reasonable access to your home to undertake inspections, servicing or maintenance. | Clearer information around various health and safety regulations and responsibilities | |
|----------------------------------|--|---|--|--|
| Health and Safety Inspections | | 47) By law we must check the safety of any gas installations and appliances supplied by us in your home every year. You agree to allow us and our contractors access to your home to carry out these checks. | Clearer information around various health and safety regulations and responsibilities | |
| Health and Safety Inspections | | 48) By law we must check the safety and function of any fire safety equipment installations, flat entrance fire rated doors and any appliances supplied by us in your home every year. You agree to allow us and our contractors access to your home to carry out these checks. | Clearer information around various health and safety regulations and responsibilities | |

| Health and Safety Inspections | | 49) We must check the safety the electrical installations and appliances supplied by us in your home every five years. You agree to allow us and our contractors access to your home to carry out these checks. | Clearer information around various health and safety regulations and responsibilities | |
|----------------------------------|--|---|--|--|
| Health and Safety Inspections | | 50) We must check the condition of any asbestos containing materials (where present) in your home at regular intervals. The frequency of inspections will be determined by risk assessment. You agree to allow us and our contractors access to your home to carry out these checks. | Clearer information around various health and safety regulations and responsibilities | |
| Health and Safety Inspections | | 51) We must check the safety of any lifting equipment, for example hoists, stairlifts, etc supplied by us. The frequency of inspections will be determined by manufacturer of the equipment. You agree to allow us and our contractors access to your home to carry out these checks. | Clearer information around various health and safety regulations and responsibilities | |
| Health and Safety Inspections | | 52) We must check the condition of any water storage and pipework in your home at regular intervals. The frequency | Clearer information around various health and safety regulations and responsibilities | |

| | | | of inspections will be determined by risk assessment. You agree to allow us and our contractors access to your home to carry out these checks. | | |
|---|----------|--|---|--|----------------------|
| Health and Safety Inspections | | | 53) You will receive reasonable written notice of the date of any inspection, and we can arrange a new appointment if the first is not convenient to you. If you have not allowed us access after we have contacted you, we will take appropriate legal action to get into the property or to begin proceedings to repossess the property. We will also aim to recover from you the cost of taking this legal action. | Clearer information around various health and safety regulations and responsibilities | |
| Essential Works and Moving into Temporary Accommodation | 42 | | | N/A | Now Clause 54 |
| Aerials and Satellite Dishes | 43 to 44 | | | N/A | Now Clauses 55 to 57 |
| 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 | 58) 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, security cameras and lights. When we give permission, you | | |

| | | 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. | must ensure that any criteria or requirements are strictly adhered to. You also agree to install any security device in a discreet location 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. | 59) You must not allow power cables to extend beyond the boundaries of the Dwelling, for example to outbuildings, shelters, sheds, caravans, mobility scooter shelters and Electric Vehicle charging. | Included examples for clarity | |
| Wiring | 47 | | | N/A | Now Clause 60 |
| Wiring | | | 61) We reserve the right to recharge you if remedial works are needed to return the Property to its original state following any unapproved adaptations or adaptations carried out without the proper certifications (e.g. Electrical certificates). | | |

| Anti-Social Behaviour | 48 to 50 | | | N/A | Now Clauses 62 to 64 |
|------------------------|----------|--|--|-----------|----------------------|
| Anti-Social Behaviour | | | 65) You or any visitor or person resident in the property must not have bonfires in any outdoor areas within the boundaries of your garden or outdoor communal areas that cause excessive smoke, smell or could be considered dangerous or cause an unreasonable nuisance or inconvenience. | | |
| 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 neighbourhood. | 66) You agree not to use, or permit to be used by any other person residing in or visiting the Property, any electrical equipment that emits noise or play a musical instrument or to operate any other equipment in the Property, garden or communal area in such a manner which could be reasonably considered to cause, or likely to cause, a nuisance or disturbance to any person in the neighbourhood. | | |
| Noise | 52 | | | N/A | Now Clause 67 |
| Drugs and Drug Dealing | 53 | | | N/A | Now Clause 68 |
| Gang Membership | 54 | | 69) whose purpose in part is to engage in criminal activity and which uses violence or intimidation to | Additions | |

| | | | further its criminal objectives. Gangs are associations of three or more individuals who adopt a group identity in order to create an atmosphere of fear or intimidation. | | |
|----------------|----|--|---|---|--|
| Domestic Abuse | 55 | You must not abuse, assault, threaten or harass any person living with you sexually, emotionally or financially. | 70) You must not abuse any person you are personally connected to. | Clearer wording, in line with legislation | |
| Domestic Abuse | | | 71) The Domestic Abuse Act (2021) states that behaviour is "abusive" if it consists of any of the following: (a) physical or sexual abuse; (b) violent or threatening behaviour; (c) controlling or coercive behaviour; (d) economic abuse; (e) psychological, emotional or other abuse; and it does not matter whether the behaviour consists of a single incident or a course of conduct. | Clearer wording, in line with legislation | |

| Domestic Abuse | | | 72) If someone responsible for perpetrating domestic abuse continues to live in the Property and the victim has been forced to leave the Property as a result of the abuse, we will utilise a range of tools and powers to appropriately support domestic abuse victims and manage perpetrators. | | |
|---------------------|----------|---|--|-----|----------------------|
| 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. | 73) You must not use the Property for criminal, immoral or illegal purposes, including, but not limited to, exploitation and modern slavery. Nor must you allow or fail to prevent anyone living with you (including children) or your visitors to do any of these things. | | |
| Criminal Purposes | 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 or fail to prevent another person to do so. | 74) You must not use, or allow to be used, communal areas for any behaviour that causes nuisance, annoyance or inconvenience to any person. | | |
| Gardens and Trees | 58 to 60 | | | N/A | Now Clauses 75 to 77 |
| Use of the Dwelling | 61 | You agree that when using any communal area such as gardens, refuse | 78) 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 | 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 appropriately. Removal of any refuse from any landings or communal | |
|---------------------|---|---|--|
| | you will be charged and agree to pay us our costs of doing so | area will result in you being charged. | |
| Use of the Dwelling | | 79) You must dispose of your household waste responsibly, using your allocated bin(s) and abide by Wolverhampton City Council Guidelines. You must use the appropriate recycling bins, where provided, correctly and must not place or allow to be placed any noncompliant items into the bins. You must not litter or allow any waste to be present in communal areas not contained in the appropriate bins. You must not place anything inside bin chutes which is likely to cause an obstruction to the bin chute. | |
| Use of the Dwelling | | 80) You must not obstruct any communal areas, doors or fire escapes with any bins, household items or bulky waste. | |

| Use of the Dwelling | 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. | 81) You must not lay floor coverings or place decorative items or materials on landings or communal areas. Nor must you store, or charge (including the use of power sockets in communal areas), pushchairs, wheelchairs, bicycles, e-bicycles, motor bikes, e-scooters and/or motorised scooters on landings or internal communal areas. | |
|---------------------|----|--|--|--|
| Use of the Dwelling | | | 82) Smoking, vaping, drinking alcohol or using drugs is not permitted in any communal area. | |
| Use of the Dwelling | 63 | You will not use or allow to be used, any part of the dwelling for business or trade, nor will you display any sign or use any advertising in connection, with that business or trade, 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. | 83) You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property. | |
| Use of the Dwelling | 64 | You agree that loft and attic spaces are used entirely at your own risk because they do not form | 84) Loft and attic spaces, where provided, 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. | part of the habitable part of the dwelling and as such have not been adapted by us for use of any kind. 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 must 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 must 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. | 85) You must not use the Property in a manner that 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. | Separated to make clearer | Section now named 'Hoarding and Property Neglect' |
| | | | 86) It is your responsibility to keep the property clean to prevent attracting pests. You must take steps to eradicate and treat any pest or vermin infestation within the | Separated to make clearer | New Section 'Vermin and Pests' |

| | | | Property, including contacting the relevant service, and your managing agent, to report any pest related issues and seek necessary treatment. | | |
|-------------|----|---|--|--|--|
| 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. | 87) You must ensure that the Property is kept well ventilated. Poor ventilation could lead to issues with damp, mould and condensation. You have a responsibility to reduce or mitigate this this. This includes, but is not limited to: Following damp and mould guidance to support us in reducing condensation and mould within homes. https://www.wolverhampto nhomes.org.uk/my-home/repairs-and-home-safety/damp-and-mould/ https://www.bushburyhill.co.uk/repairs/condensation-damp-and-mould/ Regularly wiping-down surfaces where there is an excess build-up of moisture, or water e.g. window-sills and glazing. Using all sources of ventilation that are available, as required to reduce condensation | Included examples of tenant responsibility and signposting to advice | |

| Ventilation | | | build-up. Regular cleaning inside your home including seals, grout, sealant, windows, air vents, and fans, to prevent mould from forming. 88) You must report any | | |
|-------------------|----|--|--|---|----------------------------------|
| | | | repair relating to or caused by damp and mould as soon as it is identified. | | |
| 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 pay our costs for doing so, whether during your tenancy or after your tenancy agreement has ended. | 89) You must obtain our written permission prior to installing floor tiles, laminate or wooden flooring or flooring of a similar nature in all property types. This is reviewed on a case-by-case basis. If you install any such flooring without our prior written permission, we reserve the right to remove or request you to remove it at your own expense and replace it with acceptable flooring. If we have to remedy this; you agree to pay our costs for doing so, whether during your tenancy or after your tenancy agreement has ended. | | |
| Fire Safety | 68 | If you live in a flat or maisonette, you must not use or store liquid gas or paraffin heaters and must | 90) If you live in a flat or maisonette, you must not use or store liquid gas, BioFuel, ethanol or | Inclusion of BioFuel and ethanol. Change of section name for accuracy | Section now 'Building Safety' |

| | | not light barbeques on balconies. | paraffin heaters and must not light barbeques on balconies. | | |
|-------------|----|---|---|-----------------------------|---------------|
| Fire Safety | 69 | You must not store any inflammable, explosive or noxious substances, such as paraffin or petrol, in the dwelling. | 91) You must not store any inflammable, explosive or noxious substances, such as paraffin or petrol, in the dwelling or communal areas. | Inclusion of communal areas | |
| Fire Safety | | | 92) You must notify us and the Fire Service if you need to store home oxygen. | | |
| Fire Safety | 70 | | | N/A | Now Clause 93 |
| Assignment | 71 | | | N/A | Now Clause 94 |
| Sub Letting | 72 | | | N/A | Now Clause 95 |
| Lodgers | 73 | 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 | 96) You agree to inform us immediately should a lodger move into or leave the property. You must not cause overcrowding in your home that exceeds the permitted number. You must notify any benefit agency you are receiving support from of any changes to your household. | | |

| | | 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'. | | | |
|----------------------|----------|--|--|-----|-----------------------|
| Parking and Vehicles | 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 hardstanding and dropped kerb are provided. You may only park further vehicles if there is space for all vehicles to fit entirely on the hardstanding safely | 97) You may only park private or light goods taxation class motor vehicles in a designated parking area or on the dwelling where a hardstanding and dropped kerb are provided. You may only park further vehicles if there is space for all vehicles to fit entirely on the hardstanding safely. | | |
| Parking and Vehicles | 75 to 79 | | | N/A | Now Clauses 98 to 102 |
| | 80 | You must not keep any animal that is unsuitable | 103) You must not keep any animal that is | | |

| | | | - | |
|---|-----------------------------|---|---|--|
| | for the dwelling such as | unsuitable for the dwelling | | |
| | livestock, horses or goats, | such as livestock, horses, | | |
| | nor must you allow any | cockerels or goats, nor | | |
| | other person living with | must you allow any other | | |
| | you to do so. | person living with you to | | |
| | (For more information see | do so. | | |
| | www.wolverhamptonhome | d0 s0. | | |
| | s.org.uk). | a) You must not keep a | | |
| | a) You must not keep a | dog as specified in the | | |
| | cat or dog in any high or | Dangerous Dogs Act 1991 | | |
| | 0,0 | | | |
| | medium rise flat (three | (as amended) or any Regulations made | | |
| | storeys or above) under | | | |
| | any circumstances. | pursuant to that Act, or | | |
| | b) You must not keep a | any illegal breed of | | |
| | dog in any dwelling that | animal, unless a | | |
| | does not have direct | certificate of exemption | | |
| | access to an exclusive | can be provided. Tenants | | |
| | garden. | must also comply with all | | |
| | c) If you or another | statutory requirements for | | |
| | occupier of the property | keeping pets, e.g. keeping | | |
| | requires an assistance | animals on a lead in | | |
| | dog we give permission | public. | | |
| | for you to keep such an | 1 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | | |
| | animal in your property. | b) Animals must not be | | |
| | You agree to notify us if | kept in the dwelling, or | | |
| | you are keeping an | any part thereof, for | | |
| | assistance dog in your | breeding or any | | |
| | property. | commercial or illegal | | |
| | d) You must not keep a | purposes. | | |
| | dog as specified in the | A The december of out to | | |
| | Dangerous Dogs Act 1991 | c) The keeping of pets is | | |
| | (as amended in 1997), or | limited to a number that is | | |
| | any illegal breed of | reasonable for the type of | | |
| | animal. | animal and the property, | | |
| | e) Animals must not be | and will not cause a | | |
| | kept in the dwelling, or | nuisance to neighbouring | | |
| | any part thereof, for | properties. | | |
| | breeding or any | | | |
| | commercial or illegal | d) You are responsible for | | |
| | purposes. | keeping the property, | | |
| | f) The keeping of dogs | gardens and communal | | |
| | and cats is limited to a | areas clear of faeces and | | |
| | total of two animals. | left over food at all times | | |
| | g) You are responsible for | so as to prevent causing a | | |
| L | | | | |

| | | 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. | nuisance to neighbours. e) You must not neglect any animal kept in the dwelling or any part thereof. f) You must not keep dangerous reptiles or amphibians, poisonous snakes, arachnids or insects. For more information, contact your managing agent. | | |
|------------------|----|---|---|--------------------------|--|
| Animals and Pets | 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. | 104) You must keep your animals under control when any of our tenants, managing agents, employees, contractors or emergency services visit the property. If requested, you must keep the animals in a secure room during the visit. If your animal causes a nuisance to any council officer, agent, contractor or anyone else, we will ask you to remove it from the property | Inclusion of all animals | |
| Animals and Pets | 82 | You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You | 105) You must 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 pay us or our contractors the cost of any remedial work necessary to fencing as a result of the animal's behaviour. | must 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 will pay us the cost of any work necessary to our property or fencing as a result of you failing to control your animal. | |
|------------------|---|---|--|
| Animals and Pets | | 106) We reserve the power to withdraw the right to keep a pet at the property and carry out suitable enforcement action if necessary if the type/number of pets is deemed unreasonable or unsafe at the property, if the pet(s) is dangerous, or if the pet(s) are causing a nuisance. | |
| Animals and Pets | | 107) You must not carry out or commit any fraud related to your tenancy. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling us the truth about your circumstances which induced us to grant you the tenancy, housing benefit and council tax fraud. | |

| Tenancy Fraud | | | 108) Housing fraud can result in criminal prosecution, civil financial penalties and court action to bring your tenancy to an end. | | |
|---------------|----------|--|---|---|------------------------|
| 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. | 109) We may prosecute you if you commit any type of tenancy fraud as provided for by the Prevention of Social Housing Fraud Act 2013 and the Fraud Act 2006. | We prosecute for all types of fraud including subletting, rtb fraud, application fraud etc. As it stands it only mentions prosecution for parting with possession | |
| Tenancy Fraud | 84 to 85 | | | N/A | Now Clauses 110 to 112 |
| Tenancy Fraud | 86 | | | N/A | Now Clause 113 |
| Right to Buy | 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 1st 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 | 114) 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. If a joint tenant dies, the tenancy will continue in the surviving joint tenants name (known as survivorship) who would then solely take on the responsibilities under this tenancy agreement. If the secure tenancy was granted prior to the 1st April 2012 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal | | |

throughout the 12 months home at the time of the prior to the death of the tenant's death: tenant. the tenant's spouse, b) If the secure tenancy including civil partner was granted on or after (who is not already a joint 1st August 2013 then the tenant); or following persons are qualified to succeed if another member of the they occupy the dwelling tenant's family who has as their only or principal lived with the tenant throughout the 12 months home at the time of the prior to the death of the tenant's death: tenant. i. the tenant's spouse or b) If the secure tenancy civil partner; or was granted on or after ii. a person who was living 1st April 2012 then the with the tenant as if they were the tenant's following persons are spouse or civil partner. qualified to succeed if they occupy the dwelling Where in either of (a) or as their only or principal (b) above, there is more home at the time of the than one person that fulfils tenant's death: the criteria set out, such the tenant's spouse or one of those persons as may be agreed between civil partner (who is not them or, where there is no already a joint tenant); or such agreement, as selected by us is to be a person who was living treated as the tenant's with the tenant as if they were the tenant's spouse spouse, civil partner or family member (Clause 87 or civil partner. (a) only) 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 109 (a) only). | |
|------------|----|---|--|--|
| Succession | 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. | 115) We may seek possession of the dwelling where, following succession, the dwelling becomes under-occupied 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. | |
| Succession | 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. | 116) Where there is no legal successor but someone is left in the property, consideration may be given to potentially allow that person to be given a tenancy (which may or may not be at a different property) under the Council's Allocation Policy and at the Council's discretion, 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. This does not give the occupier left in possession an entitlement to a tenancy. | | |
|---------------|----|--|--|--------------------|--|
| Succession | | | 117) Where access is required due to works which pose a significant health and safety risk and the tenant is refusing access or to decant the property, the managing agent will take legal action to be able to undertake the work. Where the work is necessary but not a "risk", the work will not be carried out until the property becomes vacant, with the managing agent ensuring that works to mitigate any health and safety risks are carried out. The managing agent will review the legal position in these circumstances. | | |
| 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 | Removed | Covered elsewhere? | |

| | | 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 AntiSocial 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 | | | |
|---------------|----------|---|---|-----|---|
| General Legal | 91 to 92 | | | N/A | Now Clauses 118 to 119 |
| General Legal | | | The Council will be able to choose to use the Absolute Ground for Possession, in addition to or instead of the existing discretionary ground for ASB, where any of the following five conditions are met: The tenant, a member of the tenant's household or a person visiting the property has been convicted of a serious offence. The tenant, a member of | | New Section 'Absolute Ground for Possession' |

| | | the tenant's household or a person visiting the property has been found by a court to have breached a Civil Injunction. The tenant, a member of the tenant's household or a person visiting the property has been convicted of beaching a Criminal Behaviour Order The tenant's property has been closed for more than 48 hours under a Closure Order for ASB Or The tenant, a member of the tenant's household or a person visiting the property has been convicted for breaching a Noise Abatement Notice or order. Where a landlord applies for possession under the absolute ground the court would have to grant an order for possession, subject to considerations of proportionality and the landlord having followed the correct procedure. | |
|----|--|---|--|
| 93 | In cases involving antisocial behaviour, we may apply to the Court for a Demotion Order. A Demotion Order demotes a secure tenancy to a demoted tenancy for an | 120) In cases involving anti-social behaviour, the Court may grant 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. | 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. | |
|----------------|----|--|---|--|
| Demotion Order | 94 | Notice by you. This must be in writing and signed by you (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 unpaid rent or charges in respect of the tenancy and any costs incurred by us in clearing the dwelling and gardens and | 121) Notice by you. This must be in writing via a letter or tenancy termination form, and signed by you (or a recognised mark) giving a minimum of 4 weeks' notice to expire on a Monday. This can be received via post, hand delivered to your managing agents office or via email in some circumstances. Please contact your managing agent for further information. Keys must be returned and receipt obtained before 12 noon on the Monday the notice expires. You must give vacant possession and must not leave any belongings, furniture, carpets or rubbish inside or outside the dwelling. You agree that we will dispose of any items left in or about the | |

disposing of items left in dwelling when the or about the dwelling. tenancy ends. b) You agree to pay us in full for any costs incurred You will pay us in full for in removal and disposal of any costs incurred in any goods or belongings removal and disposal of left in the property any goods or belongings including but not limited to left in the property. sales fees. c) You will be charged and You will pay for repair agree to pay for repair costs of any deliberate or costs of any deliberate or reckless damage that was reckless damage that was your responsibility as the your responsibility as the tenant (e.g. damage to tenant (e.g. damage to doors). This includes, but doors). This includes is not limited to, deliberate deliberate damage or damage or reckless reckless damage caused damage caused by by anyone living with, anyone living with, visiting visiting you or pets. If you you, pets or items left in are transferring to another the property. If you are Council tenancy the state transferring to another of the current dwelling Council tenancy the state could delay or even of the current dwelling prevent the move. could delay or even d) During the 4 week prevent the move. notice period, where requested to do so and During the 4-week notice provided reasonable period, where requested notice is given, you will to do so and provided allow us access to inspect reasonable notice is the condition of the given, you will allow us dwelling ready for reaccess to inspect the condition of the dwelling letting. e) Where there is more ready for re-letting. than one tenant then you are jointly and severally Where there is more than responsible for complying one tenant then you are with all of the tenancy jointly and severally obligations, including the responsible and have payment of rent. Where exactly the same rights one of the joint tenants and responsibilities for serves a notice to quit, complying with all of the giving at least 4 weeks' tenancy obligations,

| | | 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. | 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. | | |
|-------------------------|----------|--|--|-----|------------------------|
| Terminating the Tenancy | | | 122) If joint tenants wish to end their tenancy, we are not obliged to provide separate rehousing for either party, unless stated otherwise within the Council's Allocations Policy, e.g. in cases of domestic abuse. | | |
| Terminating the Tenancy | 95 to 96 | | | N/A | Now Clauses 123 to 124 |
| Terminating the Tenancy | 97 to 98 | | | N/A | Now Clauses 125 to 126 |
| Service of Notices | 99 | | 127) Any notices should be served by you, on us as Landlord, at your managing agents' address. This must be in writing via a letter and signed by you (or a recognised mark). This can be received via post, | | |

| | | hand delivered to your managing agents office or via email in some circumstances. Please contact your managing agent for further information. | |
|--------------------|--|---|--|
| Service of Notices | Any notices should be served by you, on us as Landlord, at your managing agents address. | | |