

# Tenants Code of Conduct

## Purpose: -

This procedure sets out the responsibilities of tenants towards the Birmingham Civic Housing Association, neighbours and other tenants and the environment in which they reside.

To provide a code of conduct by which all tenants must abide in their dealings with the Associations with its Officers, other tenants and any other party who may be called upon from time to time to enter onto the Associations' property in which they are party to the tenancy agreement.

## 1. INTRODUCTION

To all intents and purposes the responsibilities of our tenants are embodied in the Tenancy Agreement, which they enter into and sign prior to taking up a tenancy of one of our properties. These notes should be read in conjunction with the Tenancy Agreement.

1.2 Breach of this code and implicitly breach of the tenancy agreement may result in the submission of a report to the Association's Board to seek guidance and clarification on the appropriate action to be taken, which may, in the case of refusal to take remedial action, result in the issue of a notice seeking possession and ultimate eviction.

## 2 THE TENANCY AGREEMENT

Every tenant will complete and sign a Tenancy Agreement before taking up the tenancy of any Association property. The tenant should read the clauses contained in the agreement and retain a copy for future reference and evidence of their tenancy.

Once the tenancy has commenced the tenant will not part with possession and under no circumstances will the tenant sub-let the property.

2.3 The tenants will not grant an assured sub tenancy of any part of the premises.

In the event that a tenant wishes to take a lodger or otherwise sub-let part of the property the Association must be informed of

the name, age and sex of the intended lodger or sub-tenant and details of the accommodation that they intend to occupy.

Under no circumstances will a tenant assign the Tenancy except in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 or with the written consent of the Association when permitting an exchange with another tenant of the Association or other Housing provider.

Tenants will not permit overcrowding by allowing more persons than the permitted number, to reside in the property, commensurate with the size of the property and the number of bedrooms contained therein, other than with the written approval of the Association.

In the event of the tenant wishing to terminate his/her tenancy written notice of 4 weeks/one calendar month must be given.

2.8 At the termination of a tenancy the Association must be given vacant possession and return the keys of the premises. All furniture, personal possessions and rubbish must be removed and the Associations; fixtures and fittings left insitu in a good state of repair, sufficient to allow the premises to be immediately re-let.

### **3 THE RENT**

3.1 In all circumstances ultimate responsibility for the payment of the full rent will rest with the tenant. This situation will also exist in cases where full or part Housing Benefit is payable.

Rent shall be paid on the due date and every effort must be made to ensure that arrears of rent do not arise.

3.4 Similarly tenants have sole responsibility for completing Housing Benefit review forms and forwarding these to Birmingham City Council as and when required to do so. Failure to ensure that this documentation is in place will inevitably result in entitlement to Housing Benefit being withdrawn. In such circumstances the tenant immediately becomes responsible for the full rent.

3.5 Council Tax, Water and Sewerage charges and other sums demanded by statutory undertakings (gas and electricity) are the exclusive responsibility of the tenant

### **4. USE OF PREMISES**

4.1 Premises must only be used for residential purposes as the principal home of the tenant. No businesses may be operated from the premises without the written consent of the Association.

## **5. REPAIRS/CLEANLINESS**

5.1 It is the tenant's responsibility to keep the property clean and in a good state of repair. This will involve reporting to Civic any defect or repairs necessary as soon as practically possible. The contact can be made by telephone, the official 'Repairs Cards' provided for the purpose or via the internet repair logging facility. Every effort must be made to minimize the consequences of any necessary repair, particularly regarding water leaks, to avoid further damage to the property, or other adjacent properties.

Tenants should be courteous and polite to contractors at all times and not raise other matters for attention by contractors that have not first been reported to the Association. Tenants are also requested to ensure that they keep appointments that have been made, particularly where arrangements have been made for contractors to call to carry out repairs.

5.3 The tenant will ensure that all damage to the premises or its fixtures and fittings is made good as soon as possible. With the exception of wear and tear this particularly applies to damage caused by the tenant or any members of the tenants household or any visitors or person who may from time to time reside at the property. The financial responsibility for such repairs rests with the tenant who will reimburse the Association for carrying out such works in default.

5.4 Under no circumstances will tenants permit willful damage to be inflicted on the premises or remove any fixture and fittings belonging to the association. Evidence of such action may result in prosecution.

5.5 Where there are common areas attaching the premises divided into flats or where other common areas are shared by more than one property, the above responsibility of the tenant attaching to repairs and cleanliness are deemed to apply.

5.6 To facilitate the prompt attention to necessary repairs a 24-hour emergency call out service is in place. Tenants are requested to use this service only in the case of genuine emergencies and not to abuse this facility.

5.7 Tenants are responsible for all internal decorations and to keep the interior of the premises clean and in good decorative order.

## **6. NUISANCE**

6.1 Tenants will undertake not to cause nuisance or annoyance to neighbours and other tenants of the Association.

6.2 Tenants will not play or allow to be played any radio, television, recording or musical instrument so loudly as to cause nuisance or annoyance to neighbours or other tenants that can be heard outside the premises particularly between the hours of 11.00p.m and 7.30 a.m.

6.3 Similarly tenants will not commit or allow members of their house to commit harassment on the grounds of race, colour, religion, sex, sexual orientation or disability, which may interfere with the peace and comfort of another tenant, or otherwise cause offense.

6.4 All rubbish shall be moved from the property. Under no circumstances shall waste materials of any kind be allowed to accumulate which may cause infestation of any kind or allow infestation to thrive.

6.5 In appropriate circumstances tenants are required to obtain written permission to keep pets. Pets should not be allowed to cause nuisance to neighbours and other tenants and not allowed to foul common areas or their own premises. Pets should be kept under control at all times.

## **7. GENERAL MATTERS**

7.1 We operate a recognised and approved complaints procedure to which every tenant has access. Tenants are required to register those complaints through official channels and in respect of which an official complaint "Complaint Card" and an on-line complaint facility is made available. In return the Association undertakes to formally investigate fully the nature of each complaint.

This procedure should not be confused with that for Repairs in respect of which a separate procedure and separate documentation exists.

7.2 Tenants must answer all correspondence received from the Association, as appropriate. Tenants must also respond to any

contact or message made by officers or members of the Association when required to do so.

7.3 When appropriate employees, members and contractors appointed by the Association must be allowed access to the premises at all reasonable times in the conduct of normal association business when required to do so.

7.4 At the time of a change of address, either into or out of Association premises tenants are required to notify their change of address on the appropriate form to the TV Licensing Authority, KA3 Freepost (BS66898) Bristol BS1 3YJ (Annex D).