

BIRMINGHAM CIVIC HOUSING ASSOCIATION LTD (BCHA)

PROCEDURE DOCUMENT No. 28

TENANTS CODE OF CONDUCT

Purpose:-

1. This procedure sets out the responsibilities of tenants towards the Birmingham Civic Housing Association (BCHA), their neighbours, other tenants and the environment in which they reside.
2. Provides a code of conduct by which all tenants must abide.

1 INTRODUCTION

- 1.1 To all intents and purposes the responsibilities of BCHA tenants are embodied in the Tenancy Agreement which they enter into and sign prior to taking up a tenancy. A copy of this Agreement is attached as Appendix A and these notes should be read in conjunction with that Agreement.
- 1.2 Breach of this code is implicitly a breach of the tenancy agreement and may result in the submission of a report to the BCHA Board to seek guidance and direction 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 potential eviction.

2 THE TENANCY AGREEMENT

- 2.1 Every tenant will complete and sign a Tenancy Agreement before taking up the tenancy of any BCHA property. Every new tenant will be provided with a copy of the Tenancy Agreement for their retention, but during the "sign up" process will be required to read all the clauses of the Tenancy Agreement and be provided with an explanation of any clauses they do not understand.
- 2.2 Once the tenancy has commenced the tenant will not under any circumstances sub-let the property.
- 2.3 If a tenant wishes to take a lodger they must inform BCHA the name, age and sex of the intended lodger and details of the part of the accommodation that they intend to occupy.
- 2.4 Under no circumstances will a tenant assign the Tenancy to another person or persons.

- 2.5 Tenants will not be permitted to overcrowd the property by allowing more persons than the permitted number to reside in the property.
- 2.6 In the event of the tenant wishing to terminate his/her tenancy written notice of 4 weeks/one calendar month must be given to BCHA.
- 2.7 At the termination of a tenancy BCHA must be given vacant possession and the keys returned. All furniture, personal possessions and rubbish must be removed and the fixtures and fittings left in situ in a good state of repair, sufficient to allow the premises to be immediately re-let.

3 THE RENT

- 3.1 In all circumstances responsibility for the payment of the full rent rests with the tenant. This situation will also exist in cases where the tenant is in receipt of full or part Housing Benefit.
- 3.2 Rent will be paid every Monday and every effort must be made to ensure that arrears of rent do not arise.
- 3.3 Similarly tenants have sole responsibility for completing Housing Benefit review forms and forwarding these to Birmingham City Council as and when required. Failure to ensure that this documentation is in place may inevitably result in entitlement to Housing Benefit being withdrawn. In such circumstances the tenant immediately becomes responsible for the full rent.
- 3.4 Council Tax, Water and Sewerage charges and other sums demanded by statutory undertakings (gas and electricity) are the exclusive responsibility of the tenant
- 3.5 BCHA will provide the tenant with any necessary evidence of rent to support a Housing Benefit claim.

4 USE OF PREMISES

- 4.1 Premises must only be used for residential purposes and as the principal home of the tenant. No businesses may be operated from the premises.

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 BCHA any defect or repairs necessary as soon as practically possible. Contact can be made by telephone, internet or use the 'repairs cards' provided for the purpose (Appendix B).

- 5.2 Tenants should be courteous and polite to contractors at all times and should not raise other matters with contractors but should report these to BCHA. 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 Tenants will be charged with the cost of contractor's lost time if they fail to keep appointments that have been arranged.
- 5.4 The tenant will ensure that all accidental 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 tenant's household or any visitors. The financial responsibility for such repairs rests with the tenant who will reimburse BCHA for carrying out such works.
- 5.5 Under no circumstances will tenants permit willful damage to be inflicted on the premises or remove any fixture and fittings belonging to BCHA. Evidence of such action may result in prosecution.
- 5.6 Where there are common areas within premises divided into flats or where other common areas are shared by more than one tenant, tenants will jointly be responsible for the cleanliness of these areas.
- 5.7 BCHA provides a 24 hour emergency repairs service. Tenants are requested to use this service only in the case of genuine emergencies and not to abuse this facility.
- 5.8 Tenants are responsible for all internal decorations within their property and to keep the interior of the premises clean and in good decorative order.

6 NUISANCE

- 6.1 Tenants will not cause nuisance or annoyance to neighbours regardless of their tenure.
- 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 11.00 p.m and 7.30 a.m.
- 6.3 Similarly tenants will not commit or allow members of their house or visitors to commit harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of other tenants or neighbours.
- 6.4 All rubbish shall be moved from the property by the regular use of the Council's Refuse Collection service. Under no circumstances shall waste materials of any kind be allowed to accumulate which may cause infestation.

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

7 GENERAL MATTERS

- 7.1 BCHA operate a recognised and approved complaints procedure to which every tenant has access. Tenants are required to formally register complaints, in respect of which a complaint card is available (Appendix C). In return the Association undertakes to investigate fully the nature of each complaint and provide a written response within a laid down timescale.

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

- 7.2 When appropriate staff or any approved contractors of BCHA must be allowed, with reasonable notice, access to the property to carry out inspection, survey or to carry out repairs on behalf of BCHA. Failure to do so will be deemed as a breach of the Conditions of Tenancy.

D.A. Rawlins
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