

Tenancy agreement



A fresh approach to people, homes and communities

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Your tenancy agreement

Welcome to your tenancy with Barnsley Metropolitan Borough Council (Barnsley MBC). Berneslai Homes manage the service on our behalf so you should contact them if you have any questions. It is important that you read and understand this tenancy agreement as it sets out the basic conditions of your tenancy. For more detailed information, you should read this agreement with the tenancy pack. If you need anything explaining, or would like a copy of the tenancy pack, please phone us on 01226 775555 or visit your local Barnsley Connects service centre.

Definitions

Agents	People or companies who work on our behalf.
Assign	This is transferring or giving another person the tenancy of the property.
Assured tenant	A tenant of a registered social landlord (such as a housing association) who has an assured tenancy.
Barnsley Connects service centres	Local council offices that are open to the public. You can find them across Barnsley.
Communal areas	The parts of the building, which all tenants may use, for example, stairways, entrances, landings, communal gardens, lawns and landscaped areas.
Demoted tenancy	A secure tenancy, which has reduced rights to those of an introductory tenancy because of a court order. Under certain circumstances, we may apply to the county court to have a secure tenancy reduced to a demoted tenancy.
Employees	Includes any contractor, agent or anyone employed by us.
Garden	Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.
Introductory tenancy	A tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of 12 months and may then become a secure tenancy. We can ask the court to end the tenancy if we have given you a notice saying that we intend to do so and you will have less protection than a secure tenant. Ask for a copy of our leaflet called 'Introductory tenancies'.
Introductory tenant	A tenant of ours who has an introductory tenancy.
Lodger	A person who pays you money to let them live in part of your property and who doesn't have the same rights as a subtenant.
Neighbours	Your neighbours include: <ul style="list-style-type: none">• our other secure and introductory tenants;• everyone living in the area near your property, including people who own their own homes; and• housing association tenants.

Partner	A husband, wife or someone who lives with you as a husband or wife. 'Partner' also includes a partner of the same sex.
Property	The home you live in, including any garden but not including communal areas.
Relatives	Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.
Secure tenancy	A tenancy under Part 4 of the Housing Act 1985. We can only ask the court to end the tenancy for specific reasons that the law sets out. As a secure tenant, you have more protection than an introductory tenant.
Service charge	This is a charge we make when we provide services for you, such as a laundry or when we clean communal areas. You must pay service charges as part of your tenancy agreement.
Secure tenant	A tenant who has a secure tenancy. An introductory tenant may become a secure tenant after the end of the trial period (12 months).
Sheltered housing	Housing designed for elderly people or people with disabilities where there is a warden service and an alarm system. We only offer sheltered housing to people who need a warden service and a 24-hour emergency alarm system.
Sublet	Giving another person the right to live in part of the property. (They are called a 'subtenant' and may only be made to leave by a court order.)
Vehicle	A car, bus, lorry, motorbike, bike and so on.
We, us, our	Barnsley Metropolitan Borough Council and Berneslai Homes limited.
Written permission	A letter from us giving you permission to do certain things.
You, your	The tenant and, in the case of joint tenants, one or all of the joint tenants.

1 Tenancy agreement

- a By signing this agreement you are agreeing to become our tenant.
- b You are entering into a legal contract with us. If there is anything in this agreement which you do not understand, you should contact us or get advice from Housing Aid or Citizens Advice.
- c Our tenants, who are your neighbours, have exactly the same rights and responsibilities as you have (but introductory tenants do not have the same protection in court as secure tenants). You are responsible for anything that you do in relation to your property or the tenancy, and you are also responsible for anything your friends, relatives (including children) and any other person living in or visiting your home do in relation to your property or the tenancy.
- d There are two kinds of tenancy.
 - Introductory tenancy
 - Secure tenancy
- e On page 27 we tell you whether your tenancy is an introductory tenancy or a secure tenancy. If it is an introductory tenancy, we will tell you the date when (at the end of the trial period) it will become a secure tenancy.
- f This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply.
 - You break any of the conditions in this agreement.
 - We built or adapted your property for a person with physical disabilities, and:
 - you no longer need that type of home; and
 - we need your property for someone else with disabilities.
 - We need to renovate or carry out major repair to your property which we cannot do unless you move out.
 - You find another home and stop using your property as your main home.
 - There is any other reason under the Housing Act 1985, The Housing Act 1996, The Housing Act 2004 or any other law, which allows us to interfere with your rights.

If any of the above applies, we may take legal action against you to end your tenancy. We may, for example, apply to the court for a demoted tenancy (if you are a secure tenants) or an injunction. If we take legal action, you will be responsible for court costs. This list is not a full list.

- g If we ask you to tell us something or ask us anything, you may do this by phoning us or asking any member of staff at your local Barnsley Connects service centre (please see page 2 for our contact details).

Section 2 of this tenancy agreement relates to introductory tenants only
Sections 3 to 14 relate to introductory and secure tenants, unless we say otherwise.

Notes

If you are having difficulties following any of the conditions in this tenancy agreement, you must contact us as soon as possible. That way we can work with you quickly to give you support, advice or help to sort out any problems without having to take legal action.

We can offer support or ask other support agencies or partners to help you. Below are just a few examples of the type of support we can give or arrange.

- Giving you advice about rent arrears (unpaid rent), any benefits you might be entitled to and managing your money.
- Giving you advice about looking after your garden.
- Putting you in contact with support agencies who can help you with things such as fitting equipment and adaptations to your house, or helping you if you misuse alcohol or drugs.
- Giving you advice about the repairs we are responsible for and what you should do about the repairs you are responsible for.
- Providing a mediation service. This service helps you to sort out any problems you may have with your neighbours.

We want to support our tenants as much as we can, but please remember that if you do not follow the conditions of this tenancy agreement or refuse to act on our advice, help or support, you could lose your home.

2 Introductory tenants only

- a You will start your tenancy as an introductory tenant unless, immediately before the tenancy starts, you are already a secure tenant or an assured tenant of a registered social landlord.
- b Your introductory tenancy will last for one year, which is called 'the trial period'. At the end of the trial period, your tenancy will become a secure tenancy. But if you break any condition of your introductory tenancy, it will come to an end before one year is up. If you do this, we will ask the court to give us an order for possession of your property. In that case, you would have to leave your property or we would evict you if you refused to leave. (There are some special circumstances set out in section 125(5) of the Housing Act 1996 in which your introductory tenancy could come to an end before one year but you would still be a tenant of the property.)
As an introductory tenant you do not have security of tenure (which means that we have the right to get a possession order from the court). We can get possession of your property by giving you a written notice of our intention to get possession. The notice will set out our reasons for wanting possession of your property and it will give a date after which we may go to court. However, you have a right to a review of our decision to get possession. If you choose to have a review, it will be completed before the date in the notice. (For more information about these reviews, please ask us for a leaflet.) Normally, we will only ask for possession of your property if you break any of the conditions in the tenancy agreement or if you gave us false information to get the tenancy. But sometimes, we may have to get possession for other reasons.
- c If you break the conditions of your introductory tenancy, or if we can by law, we may serve a notice on you which will mean you will be an introductory tenant for a further six months.
- d By law, during your introductory tenancy you do not have the same rights as a 'secure tenant'. You cannot:
- apply for the right to buy your home; or
 - vote to change the landlord.
- e In certain circumstances, we may let you:
- take in a lodger;
 - sublet your home;
 - make a structural change to the property; and
 - apply to exchange your home.
- f You must get our permission, in writing, to do any of the things mentioned in condition e above. We may refuse permission if you do not meet certain conditions or we may include conditions in our written permission. If you do any of the things mentioned in condition e above, either without asking our permission or when we have refused permission, or if you break any condition included as part of our permission, we may take steps to get possession of your property from you. (See condition 2b.)
- g The people who can live at your property with you are those you told us about when you applied for the property. Although you must have our permission to take in a lodger, you do not need our permission when someone comes to live with you if you do not intend them to live with you for more than four weeks. If you intend them to live with you for more than four weeks you must ask for our permission, which we may refuse. If, at any time, you are not sure how long they will live with you, you should get our permission immediately.

3 Our rights and responsibilities

- a We will keep the structure of your home in good repair.
- b We will keep essential services for gas, electricity and heating in good repair.
- c We will complete repairs which we are responsible for under law.
- d We will follow the terms of the Data Protection Act 1998 and will safely manage and protect any information we hold about you. However, where the law allows us and where it is relevant, we may share information we hold about you with other business partners, contractors or statutory agencies. This includes the following laws (but there are others).
 - Section 6 of the Audit Commission Act 1998 which allows us to share information to prevent and detect fraud.
 - Section 115 of the Crime and Disorder Act 1998.

We will also give South Yorkshire Fire and Rescue Service your name and address so that they can contact you to arrange a free fire-safety assessment of your home. South Yorkshire Fire and Rescue Service will keep your details confidential under the terms of the Data Protection Act 1998.

- e Under sections 102 and 103 of the Housing Act 1985, we may change any of the conditions of this tenancy agreement. (Changing the rent is mentioned in condition 5e.) The act sets out a procedure we must follow which says that we must talk to you and our other affected tenants about the change and, once we have consulted you, give you at least four weeks' notice before the change takes place. You do not have the right to prevent the change being made if, after talking to you and taking your comments into account, we decide to make the change. (It is important that you keep the notice safe so that you always know what your responsibilities are in relation to your tenancy agreement.)
- f If there is a disagreement about the conditions of your tenancy which we cannot sort out with you, the court has the power to make the final decision. For example, if you do not want us to give South Yorkshire Fire and Rescue Service your name and address.
- g We have a right to come into your home to inspect it or to carry out work in your property or an attached property. Our employees, contractors, subcontractors and agents also have this right. We have this right, if we give you 24 hours' written notice (we do not have to give you notice in an emergency).

- h If you do not let our employees, contractors, or subcontractors into your property after we have given you 24 hours' written notice (under paragraph 3g or without notice in the case of an emergency) we may:
- apply to the court for an order to allow us to enter your property to carry out work or inspect it (you may also have to pay our costs of going to court); or
 - in an emergency, tell our employees, contractors or subcontractors to enter your property straight away (in which case we will put right any damage we cause). We may charge you the cost of repairing the damage we caused to get into your home if you knew we needed to enter your property and you refused to let us, our employees, contractors or subcontractors in.
- i We are not responsible if your possessions are lost or damaged unless we have lost or damaged your possessions through not being careful in your home. We are not responsible for putting right damage to your property that you have caused, even if you did it by accident. This also includes damage caused by any member of your household, or any lodger, subtenant or visitor.
- j We will have properly served on you, any notice relating to your tenancy if we:
- give it to you personally;
 - post it to you at the tenancy address;
 - deliver it to or leave it at your property; or
 - give it to someone acting on your behalf (for example a solicitor, parent, son or daughter).

Notes

If we do not meet our responsibilities as we promise in this tenancy agreement you can do the following.

- Speak to our staff.
- Use our complaints procedure. You can get details from any Barnsley Connects service centre or on our website at www.berneslaihomes.co.uk.
- Take us to court. You should get advice from a Housing Aid centre or Citizens Advice.

Home contents and buildings insurance

We strongly advise you to insure the contents of your home and insure the building of your home for accidental damage. We do not insure our properties against accidental damage so if you accidentally damage the structure or fittings in your home, we will charge you the cost of putting things right. For example, if you accidentally nail through some pipes while decorating, it is your responsibility to put this right. If you had your own buildings insurance that covers accidental damage, you should be able to reclaim the cost of this work.

4 Your rights

- a This agreement gives you the right to live in your property.
- b You can live in your property without interference from us for the length of your tenancy (except if our employees, contractors or subcontractors need to come into your home as a condition of your tenancy agreement) as long as you (and your friends, relatives and any other person living in or visiting your property) follow the conditions of this tenancy agreement and have a proper respect for the rights of other people living in or visiting your area.
- c The Data Protection Act 1998 gives you certain rights relating to the information we keep about you on file. The main rights that you have (which may be limited) are to:
 - see the contents of the file;
 - have a copy of the file or parts of it if you pay a charge; and
 - ask for any information that is not accurate in the file to be corrected.

In particular, the file will contain the details you have given us on your application for the tenancy or for transferring your tenancy. We will give you these details free of charge.

- d You have the right to see our policies on housing, rehousing and exchanging properties. In certain circumstances, we may charge you if you ask for copies of these policies.
- e You have the right to be consulted (asked) about any proposals we make to change the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to services or facilities for council tenants. The consultation procedure is set out in sections 105 and 106A of the Housing Act 1985.
- f When you die, your tenancy will pass to your husband or wife or to your partner, as long as you were living together as husband or wife (this includes couples of the same sex) and they were living in your property as their only or main home when you died. If you are not married and do not have a partner when you die, your tenancy will pass to a relative but only if, at the date of your death, they were living with you and had been living with you without a break for the previous 12 months. This is called 'succession'. The law says that 'relatives' include parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces. It also includes an adopted child and a stepchild, and people who are your relatives by marriage. If you have two or more relatives, they may agree between them who will succeed, but if they don't agree we will decide between them. If you want to tell us who you want to succeed to your tenancy before you die, we will take this into account.
- g By law, a second succession is not possible (that is, if you are the successor to the tenancy and you die), but in certain circumstances we may pass the tenancy to a relative. Ask your housing officer for more information.

h In certain circumstances where a succession takes place, we may invite the successor to move to another suitable property. If they refuse to move, we may apply to the court for a possession order. These circumstances are if the property:

- was let to you as part of your job;
- is adapted for people with disabilities and the successor does not need that type of property;
- is 'sheltered', or specifically designed for elderly people or disabled people, and the successor is not a disabled or elderly person; or
- is larger than necessary.

There are more details about how we may get possession in these circumstances in schedule 2 of the Housing Act 1985.

- i If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to your property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the temporary accommodation. If this happens, you will have to pay our legal costs and court costs.
- j If we move you into temporary accommodation you must continue to follow the conditions of your tenancy agreement.

Conditions k to n apply to secure tenants only

- k You have the right to take in a lodger as long as your property does not become overcrowded.
- l You must not sublet, assign (transfer) or part with your property or any part of your property unless we give you permission in writing.
- m You have the right to exchange your home with another Barnsley MBC tenant, any other council tenant or a tenant of a housing association. You must ask for our written permission before you exchange and we may refuse the exchange if you do not meet certain conditions covered by the law.
- n In certain circumstances you have the right to buy your home. Please ask us for more information (see page 2).

5 Rent

- a Your tenancy is a weekly tenancy from Monday to Sunday. The weekly rent is due on each Monday in arrears (this means that when you pay your rent you are paying for living in your property the week before). The amount of your weekly rent is shown on page 29 of this tenancy agreement.
- b Your weekly rent is made up of one or more amounts which are shown on page 29 of this tenancy agreement. These charges are for:
 - the basic rent;
 - the heating charge;
 - the insurance charge (if you take out cover under our insurance scheme);
 - the service charge;
 - the warden and intercom service (if you receive this service); and
 - other charges.
- c We work out your weekly rent by adding up all of these amounts. This is the weekly rent you must pay under condition 5a above. This total weekly rent is also shown on page 27 of this tenancy agreement.
- d You must pay your rent every week or at any other time that you and we agree to. Receipts for rent are only valid when they are on our official receipt.
- e We may change any of the amounts shown in condition 5b above, and so your total weekly rent, by giving you at least four weeks' notice in writing. The notice will say what change we are going to make and the date on which the change will happen. From that date, under condition 5a, you will be responsible for paying the new weekly rent. (It is important that you keep the notice safe so that you always know what your responsibility is).
- f If you do not pay your rent (that is, all the amounts shown on page 27) and any other money you owe us shown on page 28 (as outlined in 5g), when they are due, we may ask the court to make an order so we can have possession of your property. We may then take steps to evict you. You will then have to pay legal costs and court fees on top of the rent that you owe.
- g If you owe money from a previous tenancy with Barnsley MBC, you must sign the agreement on page 27 of this agreement. By signing this agreement you are agreeing to repay the money you owe us. If you do not repay the debt, we have the right to ask the court to make an order against you for possession of your property.
- h If you are a joint tenant, you are responsible for all of the rent and any other charges for your property when they are due.
- i We may take any money you owe us from any money we owe you. For example, if we demolish your home, we will give you a payment called a home loss payment. If you owe us rent, we would take this from the home loss payment before we paid it to you.

6 Antisocial behaviour

- a You must not use your property to carry out illegal activities or act antisocially in your property or in the area near your property. You must make sure that no member of your household, or any lodger, subtenant or visitor, does any such act. If they do, you will be responsible as if you had done it yourself.
- b You must not, in your property or in the area near your property, use, possess, produce, or supply any drugs or substances that are illegal under the Misuse of Drugs Act 1971 or under any part of the criminal law. You must make sure that no member of your household, or any lodger, subtenant or visitor, does any such act. If they do, you will be responsible as if you had done it yourself.
- c You must not do anything in or to shared areas which:
- is antisocial;
 - is illegal;
 - may offend other people who use those areas;
 - will damage the shared areas; or
 - will cause a health and safety risk.

You must make sure that no member of your household, or any lodge, subtenant or visitor, does any such act. If they do, you will be held responsible as if you had done it yourself.

- d You must not:
- physically or verbally abuse;
 - intimidate; or
 - do anything that creates a health and safety risk to our employees while they are performing their duties.
 - Physical abuse includes any actual or threatened assault, attack, violent act or aggression.
 - Verbal abuse includes any unreasonable abusive or bad language that is intended or likely to alarm, distress or intimidate somebody.

You must make sure that no member of your household, or any lodger, subtenant or visitor, does any such act. If they do, you will be held responsible as if you had done it yourself.

- e You must not cause any nuisance to, or annoy, offend or harm, any:
- neighbour;
 - other tenant of ours;
 - other person living in the area near the property, or any member of their household, lodger, subtenant or visitor; or
 - person in the area near your property.

You must make sure that no member of your household, or any lodger, subtenant or visitor, does any such act. If they do, you will be held responsible as if you had done it yourself.

- f You must not damage any property or belongings of ours, any neighbours, any other tenant of ours, any other person living in the area near the property, or any member of their household, lodger, subtenant or visitor, or any person in the area near the property. You must make sure that no member of your household (including any animals in your property) or any lodger, subtenant or visitor, does any such act. If they do, you will be held responsible.
- g You must not threaten to discriminate against, intimidate or harass anybody in any way because of their race, colour, religion, sex, sexuality, age or disability. You must make sure that no member of your household, or any lodger, subtenant or visitor, does any such act. If they do, you will be held responsible as if you had done it yourself.
- h In condition 6g above, discrimination, intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at a person or people because of their colour or ethnic background, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist reason behind the abuse. It is very different from other forms of harassment. Racial harassment is a crime and you will be breaking these conditions of tenancy if you commit it or allow it to be committed.
- i You must get rid of your household waste, furniture or other belongings properly. For example, by taking furniture to a household recycling centre. You must take reasonable care to make sure that they are not left in communal areas, your garden or the area near your property. You must also make sure that they do not cause a nuisance or annoyance to any person or create a health and safety risk. You must make sure that any member of your household, and any lodger, subtenant and visitor, act in the same way. If they do not, you will be held responsible.
- j If your property is a flat with shared areas, it is your responsibility to keep these areas clean, tidy and free from any dangers. In some flats (mainly sheltered housing) we employ cleaners to clean shared areas. However, this does not mean you are not responsible for keeping the communal areas clean, tidy and free from dangers.
- k You must not use (or let anybody else use) any device or equipment, or do any thing (or let anybody else do anything), which creates so much noise that it causes a nuisance or annoys your neighbours at any time or can be heard outside your property between 11pm and 7.30 am. You must make sure that any member of your household, and any lodger, subtenant and visitor keep to these conditions. If they do not, you will be held responsible.
- l You must not be, or threaten to be, violent towards or abuse (psychologically, physically, sexually, financially or emotionally) your partner, relative or any other person who is entitled by law to live in your property.
- If you threaten to be violent towards or abuse anybody, we may take action against you, including taking steps to evict you. We may also ask another agency to take action, such as the police.
 - If someone is forced to leave the property because of your threatening behaviour, violence or abuse or through fear of threatening behaviour, violence or abuse, we can take action to end your tenancy and evict you from the property.

7 Using the property

- a You must live in your property as your only or main home. If you expect to be away from your home for longer than one month, you must tell us. (If you are a secure tenant but stop living in your property as your only or main home, you will stop being a secure tenant and you will lose a lot of the security that you had against being evicted.) If we have reason to believe that you are not living in your property as your main home, we may ask the court for a possession order against you.
- b Once you have signed your tenancy agreement, you must move into the property.
- c If we have reason to believe that you have not moved into your property or that you have moved out without telling us, we may, for safety reasons, tell the electricity, gas and water services that we believe your property is empty.
- d You must not allow your property to become overcrowded. We may apply for a possession order if we find that your property is overcrowded.
- e You must not run a business from your property without our written permission. We will not refuse permission unless we believe that your business is likely to cause a nuisance to other people, damage the property or create a health and safety risk. As well as getting our permission you should get any planning permission you need. If we give you permission we may withdraw it if the business causes nuisance, damage or a health and safety risk in the future.
- f If your property has a door-entry system, you must use it and use it properly.
- g If your property is in sheltered accommodation and has an intercom system and warden service, it is a condition of your tenancy that you receive and pay for the service. You can find details of the charges on page 25 of this agreement.

Notes

Business

Below are some examples of businesses we will not allow you to run from your home.

- A vehicle maintenance business.
- A printing business.
- Any business where you have to use hydraulic equipment, industrial machinery or chemicals.
- A shop or wholesale business where customers would have to visit your property.
- Any business that would mean business vehicles would be parked at your property or in the area near your property. (for example, if you wanted to run a vehicle-hire company, delivery business or taxi business).
- An animal breeding business.
- Any business that would cause a nuisance and annoyance.
- A haulage or lorry business.

8 Repairs and property condition

- a You must take care of your property as a good tenant would. You must pay us the cost of any repairs to your property that are needed because you have damaged it or neglected it. You are responsible for the costs of these repairs whether it is your fault or that of any member of your household, or any lodger, subtenant or visitor. If you damage your fire or boiler or heating system because you have used the wrong fuel, we will consider this to be neglect of the property.
- b You are responsible for any repairs which are over and above our responsibilities under law. If you would like to know whether you are responsible for certain repairs, you should contact us (see page 2). You should ask a qualified person to carry out all the repairs that you are responsible for.
- c You are responsible for:
- decorating the inside of the property, which includes decorating as often as necessary to keep it in good decorative order;
 - keeping your property reasonably clean and tidy;
 - regularly sweeping the chimneys (if you use solid fuels such as coal or wood); and
 - taking reasonable precautions to prevent fire and frost damage to the property.
- d You must report straightaway any fault that we are responsible for. This includes faults in:
- the structure or outside of the property;
 - any installations in the property, such as your central-heating system or an electric fire;
 - the building your property is part of; or
 - any shared area.
- e Any work, which you are responsible for under conditions 8c and 8d above, must be carried out properly. If you do not meet your obligations under conditions 8c and 8d, you will have failed to take care of your property under condition 8a.
- f You are responsible for repairs which are necessary because you failed to report another repair to us.
- g You are responsible for repairing and maintaining all improvements and fixtures and fittings you fit in your home, for example if you fit your own kitchen.

Notes

When you report a repair we will tell you if it is our responsibility. If it is we will tell you when we will complete it by.

We will take care of your possessions and clean up after we have carried out a repair at your property.

Always ask to see the identity card of anyone who calls at your home. If you are not sure that they work for us, don't let them into your home.

If you have solid fuel heating, we will sweep your chimney once a year as part of the yearly service. You are responsible for sweeping the chimney at other times.

We have a separate leaflet called 'Repairs handbook', which tells you more about:

- how to report repairs;
- what we will repair and maintain in your home and estates;
- how quickly we carry out repairs and maintenance;
- how we plan and prioritise repairs, maintenance and improvement schemes (for example, repairs to boundary wall and fences); and
- what your responsibilities are for repairs in your home.

9 Animals

- a Depending on conditions 'b' to 'f' below, you may keep domestic pets at your property without our permission.
- b You must not keep the following animals at your property.
- Any dog the Dangerous Dogs Act 1991 applies to.
 - Any animal the Dangerous Wild Animals Act 1976 applies to.
 - Any dangerous animal.
 - Any livestock.
 - Any animal which causes a health and safety risk in the area.
 - Any animal which is not bred to be a domestic pet.
- c You must not keep an animal in a communal area.
- d You must not keep an animal in sheltered housing unless it is a registered guide dog for the blind or a registered hearing dog for the deaf and you have our permission to keep it.
- e You must not keep an animal in a property which can be accessed only through a communal entrance unless it is a registered guide dog for the blind or a registered hearing dog for the deaf and you have our permission to keep it.
- f You must not breed animals at your property.
- g You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions 'b' to 'f' above. If they do, you will be responsible as if you had done any of them yourself.
- h You must make sure that no animal you keep at your property (or that you are responsible for) causes nuisance or annoys to any:
- tenant of ours;
 - person in the neighbourhood; or
 - of our employees, contractors, subcontractors or agents.
- i You must make sure that no animal kept at your property (or that you are responsible for) causes any damage:
- to your property;
 - to a communal area; or
 - in the neighbourhood.

- j If an animal that you keep at your property (or that you are responsible for) fouls in your garden, in a communal area or in the neighbourhood, you must clean up after it and throw away any dog mess.
- k You must make sure that no member of your household, including a lodger, subtenant or visitor, fails to do any of the things mentioned in conditions 'i' and 'j' above. If they fail to do so, you will be responsible.

Notes

In this section 'animal' includes birds and fish.

We count pigeons as domestic animals (pets).

10 Gardens

- a You must keep your garden (if you have one) in a good, tidy and safe condition and free from rubbish and weeds. If you fail to do this, we may come into your garden and carry out all the necessary work and charge you for doing this.
- b You must not put up, change or demolish a shed, greenhouse or garage or any other structure in your garden or communal areas without our written permission.
- c You must ask for permission to prune or cut down any tree in your garden.
- d You must not plant any tree or shrub which may cause damage to your or your neighbours' properties.
- e You must not damage the boundary of your property without our written permission. This includes changing or putting up any fence, hedge or boundary wall.

Notes

We will not give you permission to remove any tree that is protected by law.

11 Vehicles

- a You, any member of your household, lodger, subtenant, or visitor to your property must not park, or allow to be parked, any car, caravan, trailer, motorcycle, lorry or other vehicle on any grass verge, crossover, communal area or paved or grassed area which belongs to us (including the garden areas of your home) unless it is an parking area that we have given you written permission to use.
- b You, any member of your household, lodger, subtenant, or visitor to your property must not carry out car repairs at your property unless you have a driveway and it does not cause nuisance or annoyance to your neighbours.
- c You, any member of your household, lodger, subtenant, or visitor to your property must not build a parking space, garage or driveway without our written permission.
- d You, any member of your household, lodger, subtenant, or visitor to your property must not park any vehicle on a shared driveway on your property or park in a way that blocks other residents homes or the road or causes a health and safety risk.
- e If you or any member of your household, lodger, subtenant, or visitor to your property has a motorised disability scooter or wheelchair, you must store it safely. If you live in a property which has a communal main entrance and communal corridors you must only park it in your property or park it safely in communal areas we have reserved for this purpose.

Notes

We will not give you permission to park a caravan, storage container, motor home or other large vehicle in the front garden of your home, even if we have agreed that it is a parking area.

We will refuse permission to park a caravan, motor home or other large vehicle on a parking area in or near your property (that is not your front garden) if doing so will:

- cause a nuisance or annoy your neighbours;
- damage your property; or
- cause health and safety risks.

12 Ending your tenancy

- a You can end your tenancy by giving us four weeks' notice, in writing, that ends before 12 noon on a Monday.
- b When your tenancy ends, you must leave your property and hand the keys in to us at or before that date and time. If we have to change the locks at your property we will charge you for doing so.
- c You must remove all your furniture, personal belongings and rubbish from your property (including gardens, outbuildings and communal areas) by the date your tenancy ends. If you leave any belongings or rubbish behind, we will get rid of it and charge you for doing so.
- d You must remove any greenhouse, garage, shed or other structure you have put in your garden unless we agree that you can leave it. If you do not, we will remove them and charge you for doing so.
- e You must make sure that any member of your household, lodger, subtenant or visitor leaves your property when your tenancy ends. If you fail to do so, we will ask the court to make an order asking that person to leave your property and you will have to pay us our legal costs and court fees and any rent we have lost until your property is empty.
- f You must make sure that any fixtures and fittings that you have installed or improvements you have made are in good condition and good working order. If they are not, we will put things right and charge you for doing so.

13 Written permission

The following conditions apply unless we give you written permission. If we give permission, certain conditions may apply. We can withdraw our permission at any time if you have not met the conditions.

- a You cannot use your property or any part of it for business or trade. We will only give permission in exceptional circumstances if the business or trade would not cause any inconvenience or nuisance to your neighbours and other residents. As well as getting our permission, you should get any planning permission you may need. You will be held responsible if members of your household do not keep to this condition.
- b You cannot sublet, assign, exchange or transfer any part of the property.
- c You cannot take in a lodger (introductory tenants only).
- d You cannot make any structural changes or changes to the property, or change the boundary of your property. This includes:
 - decorating the outside of the property;
 - fitting new outside doors and windows;
 - changing any part of the heating, electrical or plumbing systems or installing a new kitchen or bathroom;
 - putting up an aerial or satellite dish;
 - installing a water meter;
 - building anything in your property or in the garden of your property;
 - parking, or allowing anyone to park, any motor vehicle, caravan or trailer in the garden of the property;
 - cutting down or pruning any trees in the garden or communal areas; or
 - building a parking space.

We will not give permission for changes that need building regulation or planning permission until you have applied for and received these types of approval.

- e You cannot keep any animals in sheltered housing or a property which can only be accessed through a communal entrance, unless the animal is a registered guide dog for the blind or a registered hearing dog for the deaf and you have our permission to keep it.

14 Health and safety

You, your friends or relatives and any other person living in or visiting your property must not do the following.

- a Use or store butane or propane gas within the boundary of your property (this includes your garden and any outbuildings).
- b Store petroleum spirit or any other highly flammable liquids in your property, other than when it is contained in the tank of a motor vehicle parked at your property in line with these regulations.
- c Keep a motorcycle or any other vehicle inside your home or communal areas.



A fresh approach to people, homes and communities



If you need help understanding this information, please ask one of our staff, or contact Customer Service Team by phoning 01226 772720.

আপনার যদি এই তথ্য বোঝার জন্য সাহায্যের প্রয়োজন হয়, তবে অনুগ্রহ করে আমাদের কোন একজন স্টাফকে জিজ্ঞাসা করুন, অথবা গ্রাহক পরিসেবায় যোগাযোগ করুন.

টেলিফোন 01226 772720

अगर आप इस जानकारी को समझने में सहायता चाहते हैं तो कृपया हमारे किसी कर्मचारी से पूछें, या उपभोक्ता सेवा, टेलीफोन 01226 772720 पर संपर्क करें

Jeśli nie rozumieją Państwo tych informacji i potrzebują pomocy, mogą Państwo poprosić o pomoc kogoś z naszych pracowników lub zadzwonić pod numer telefonu: 01226 772720 (Biuro Obsługi Klienta)

Если вам требуется помощь в понимании этой информации, обратитесь к нашим сотрудникам или позвоните в Отдел обслуживания клиентов по телефону 01226 772720.

اگر برای درک این مطالب نیاز به کمک دارید، از یکی از کارکنان ما کمک بخواهید، یا با بخش خدمات رسانی به مشتریان ما تماس بگیرید، شماره تلفن 01226 772720

اگر آپ کو ان معلومات کو سمجھنے کے لئے مدد کی ضرورت ہے، تو براہ مہربانی ہمارے عملے کے کسی رکن کو پوچھیں، یا کسٹمر سروسز سے رابطہ کریں، ٹیلیفون 01226 772720

إذا كنت بحاجة للاستفسار عن هذه المعلومات، رجاء اطلب المساعدة من احد الموظفين او اتصل بخدمات الزبائن على الرقم 01226772720

如果您需要协助，以便更好地了解该信息，请与我们的员工联系，或致电客户服务：01226 772720。



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December 2008

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