

# Tenancy agreement



**berneslai**  
homes



[www.berneslaihomes.co.uk](http://www.berneslaihomes.co.uk)

## Your tenancy agreement

### Definitions

<b>Agents</b>	People or companies who work on our behalf.
<b>Assign</b>	This is transferring or giving another person the tenancy of the property.
<b>Assured tenant</b>	A tenant of a registered social landlord (such as a housing association) who has an assured tenancy.
<b>Demoted tenancy</b>	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.
<b>District heating and hot water</b>	This is heating and hot water that is supplied through a shared heating system and you are responsible for paying the appropriate costs. See also Service Charge.
<b>Employees</b>	Includes any contractor, agent or anyone employed by us.
<b>FIT equipment</b>	Any local carbon generator equipment, including solar panels which, by law, are eligible for feed-in tariff (FIT) payments, together with: <ul style="list-style-type: none"><li>• any inverters (an inverter changes the electricity created by the solar panels into electricity which can be used in your home), meters, monitoring equipment, cables and other associated equipment; and</li><li>• any extra or replacement equipment that we (or someone else with our permission) may install.</li></ul>
<b>FIT payment</b>	<ul style="list-style-type: none"><li>• Any benefits arising as a result of the feed-in tariff (FIT) equipment being connected to the grid and any environmental or renewable benefits relating to the FIT equipment (including any cash payments).</li><li>• Any payments arising as a result of supplying electricity or exporting electricity to the grid from the FIT equipment.</li><li>• Any income generated in relation to the energy-efficiency equipment.</li></ul>

### **Flexible tenancy**

A tenancy under section 107A of the Housing Act 1985. A flexible tenancy is a secure tenancy that lasts for a fixed period of time.

### **Garden**

Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

### **Grid**

The system for transmitting electricity (both local and high voltage) in England and Wales.

### **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, or where we have told you, a flexible 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. You can find more information on our website or by asking us.

### **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:

- 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:

- shared areas;
- any FIT equipment that may be fitted to, in or on the property; and
- where FIT equipment has been fitted, the air space above and around the home up to a height and depth of 10 metres from the surface of the home but not including:
  - any part of the roof of the home;
  - any structural part of the home.

**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 shared 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).

**Shared areas**

The parts of the building, which all tenants may use, for example, stairways, entrances, landings, shared gardens, lawns and landscaped areas. These are sometimes called communal areas.

**Independent Living Scheme**

Housing designed for elderly people or people with disabilities.

**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 You are responsible for anything that you do in relation to your property or the tenancy. You are also responsible for anything your friends, relatives (including children) and any other people living in or visiting your home do in relation to your property or the tenancy.
- d There are different types of tenancy as outlined in our tenancy policy. Introductory tenants do not have the same protection in court as secure tenants.
- e On page 30 we tell you whether your tenancy is an introductory tenancy, a flexible 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 or flexible 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 applies.
  - 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 a major repair to, your property which we cannot do unless you move out.
  - You find another home and stop using the property as your main home.
  - There is any other reason under the Housing Act 1985, the Housing Act 1996, the Housing Act 2004, the Localism Act 2011 or any other law, which allows us to interfere with your rights to live in the property.

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 tenant) or an injunction. If we take legal action, you will be responsible for court costs. This is not a full list.

If your tenancy is a flexible tenancy that, for any reason, stops being a secure tenancy, and you have broken any of the conditions of this agreement, we may use our right to enter your property. We would still have to go to court for an order for possession of your property, and you would keep your rights under the Protection from Eviction Act 1977.

- g If we ask you to tell us something or you want to ask us anything, you may do this by phoning us, emailing us, using our online service or speaking to a member of staff.



## 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.


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

## **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 or flexible tenancy. But if you break any condition of your introductory tenancy, it will come to an end before the one-year trial period is up. If this happens, 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 the end of the one-year trial period, but you would still be a tenant of the property. For more information about these reviews, please ask us.)

As an introductory tenant you do not have 'security of tenure'. This means that we have the right to get a possession order from the court. We can get possession of your property by giving you written notice that we intend 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, this will be carried out before the date in the notice. (For more information about these reviews, please ask us.) Normally, we will only ask for possession of your property if you break any of the conditions in the tenancy agreement or if we find out that you gave us false information to get the tenancy. But sometimes, we may have to get possession of your property 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.

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- 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 2e 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 2e 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 maintain the structure of your home, including any FIT equipment we have installed in line with the responsibilities we have by law.
- b We will keep essential services for gas, electricity and heating in repair.
- c We will complete all other repairs which we are responsible for under law. Further guidance is available on our website.
- d We promise to treat your personal information with the highest standards of security and confidentiality at all times and in compliance with current Data Protection Legislation. For details on how your information is used, how we maintain the security of this and your rights to access the information we hold about you, please refer to [www.berneslaihomes.co.uk/information-and-privacy/](http://www.berneslaihomes.co.uk/information-and-privacy/).

During your tenancy, to ensure that we meet with terms of this agreement and to provide you with the services you need; we may need to share information we hold about you with our approved business partners, contractors or statutory agencies. We will only do this if we have a legal basis to do this, and reasons include but are not limited to:

- The prevention or detection of crime and fraud,
- The apprehension or prosecution of offenders,
- Sharing in connection with legal proceedings,
- Sharing in relation to the physical or mental health of an individual, where disclosure is required to protect them or others from serious harm,
- Research and statistical purposes.

We may also share your information with emergency services and local authorities, where this is necessary to help them respond to an emergency situation that affects you.

- 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.

- g We have a right to come into your property:
- to inspect it;
  - to carry out accompanied viewings with prospective tenants at a time that is convenient for you and us, if you decide to end your tenancy within the notice period;
  - to carry out work in your property or an attached property; or
  - if we need to enter your property to carry out our rights relating to FIT equipment (see condition 3k).

Our employees, contractors, subcontractors and agents also have this right. We must give you 24 hours' notice in writing if we want to enter your property (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 straightaway (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 by not being careful in your home. We are not responsible for putting right damage 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 Depending on any agreement we have with any other company, we will be entitled to receive all FIT payments regardless of whether we or another company owns the FIT equipment. If we ask, you must do all you reasonably can to help us make sure that we receive any FIT payments. This may include signing documents that confirm that we are entitled to receive all FIT payments. You do not own or have any right to own any part of any FIT equipment we have installed.

- k We, our employees or contractors have the following rights over your property in relation to FIT equipment we have installed.
- The right to install, keep, maintain, inspect, take meter readings of (including using equipment which means we can take readings without visiting your property), collect data from, repair, alter, replace, upgrade, clean and remove any FIT equipment in and on the property. This includes the right to attach the FIT equipment to the property and remove all or any part of the FIT equipment from the property.
  - The right to change the position of any part of the FIT equipment we have installed in or on the property.
  - The right to use all reasonable access routes to and through the property and any building which the property is part of for access to and from the FIT equipment we have installed (or any part of the property and any building the property is part of where we are going to install FIT equipment) so that we or any of our employees or contractors can carry out the rights set out in this condition.
  - The right to connect into, use and alter the existing electrical cabling, installations and other services within the property in connection with using the FIT equipment we have installed to generate electricity using the FIT equipment. This includes exporting electricity to the grid, and passing or transmitting energy to and from the FIT equipment we have installed at the property.
  - The right to support and protect the FIT equipment we have installed on, at or in the property and the building the property is part of.
  - If you, any member of your household, lodger, subtenant or visitor causes damage to any FIT equipment we have installed in, at or on the property, we will be responsible for carrying out the repair but you will be responsible for the cost of the repairs.

l We are responsible for insuring the structure of the building and we will authorise another company to insure any FIT equipment we have installed.

m 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 our website at **[www.berneslaihomes.co.uk](http://www.berneslaihomes.co.uk)**
- Take us to court. You should get advice from a Housing Aid centre or Citizens Advice.

### Accidental home contents insurance

We strongly advise you to insure the contents of your home for accidental damage. If you accidentally damage fixtures and fittings in your home, such as a wash hand basin or glass in windows, we will not cover the cost of this repair. Or, if we repair it we will recharge the cost to you. Our home contents insurance policy would insure you against such accidental damage.

## 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 You can update, amend and delete data that we hold about you, providing we do not have a legal basis to hold this information in line with our retention schedule. To request information that we hold about you – You will need to follow this link to complete our My Information – My Rights Request Form.

There is no charge to you for the processing of requests unless the request is deemed excessive or repetitive then we will charge an admin fee. We will notify you if a charge applies to your request.

We can take up to 1 month to provide a copy of your information. We may extend this by a further two months but only if your request is complex or numerous. If this is the case, we will inform you within one month of the receipt of your request and we'll explain why the extension is necessary.

- 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 By law, a member of your household may have the right to take over your tenancy when you die. This is called 'succession'. We will only grant a succession in line with the responsibilities we have by law.
- g Under certain circumstances where members of your household are still living in the property after your death, we may choose to allow a member of your household to become the new tenant of the property. The details for this are set out in our tenancy policy. Please ask us if you need 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 in an 'independent living scheme', 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.

k You may use any electricity generated by any FIT equipment.

### **l to o apply to secure and flexible tenants only**

l You have the right to take in a lodger as long as your property does not become overcrowded.


m You must not sublet, assign (transfer) or part with your property or any part of your property unless we give you permission in writing.

n 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.

o In certain circumstances you have the right to buy your home. Please ask us for more information.

## 5 Rent

- a Your tenancy is a weekly tenancy which runs from Monday to Sunday. It starts on the date shown on page 30 of this agreement. The first complete weekly period starts on the date shown on page 30 of this agreement. 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 previous week). You owe us rent from the first day of your tenancy. This means that if you started your tenancy on any day other than a Monday, your first rent payment will be worked out in proportion to the number of days in that week that you held your tenancy. The amount of rent for the first week or part week of your tenancy is shown on page 30 of this tenancy agreement. The amount of weekly rent after the first week or part week is shown on page 30 of this agreement.
- b Your weekly rent is made up of one or more amounts which are shown on page 30 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 communal facilities service charge (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 30 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 30) and any other money you owe us shown on page 31 (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.

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- g If you owe money from a previous tenancy with Barnsley MBC, you must sign the agreement on page 31 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.
- j If your heating and hot water are supplied by a shared energy district heating system, you will be responsible for paying the costs for the energy you use.

This is shown on page 30 and may be increased in line with condition 5e above.

Different charging methods are used and you can choose from a range of payment options depending on the scheme and how the system measures how much energy you use. The payment options include variable direct debit, fixed-rate direct debit, a prepayment card, a fixed charge added to your rent, or any other charging or payment method we introduce in the future. You can get more details from us about this.



## 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 lodger, 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 possessions belonging to us, any neighbours, any of our other tenants, 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. This includes any FIT equipment.

You must make sure that no member of your household (including any animals living in your property) or any lodger, subtenant or visitor, does any of the above things. 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 shared 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 independent living schemes) we employ cleaners to clean shared areas. However, this does not mean you are not responsible for keeping the shared areas clean, tidy and free from dangers.

- k You must not use (or let anybody else use) any device or equipment, or do anything (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 11.00 pm 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.

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- I 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 or annoyance 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.

### 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.
- A haulage or lorry business.

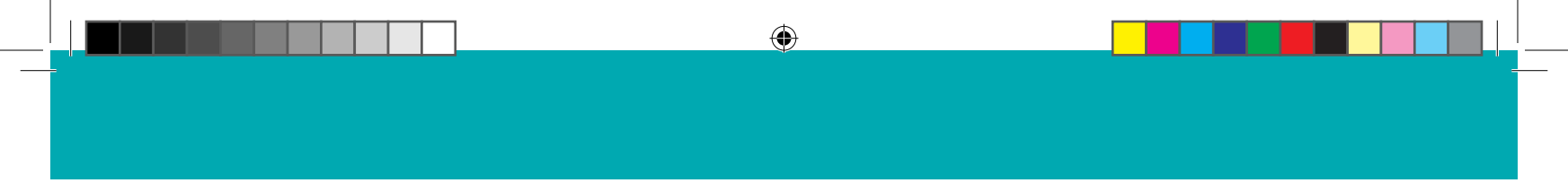
## 8 Repairs and property condition

- a You must take care of your property including the roof, outside and structure of the property (and all the other parts that we are responsible for repairing under conditions 3a to 3c) as a good tenant would, which means that you do not (and you do not allow any member of your household, lodger, subtenant or visitor to) cause any damage to any part of the property, including any FIT equipment installed by us. You must pay us the cost of any repairs to your property or any FIT equipment that are needed because you have damaged or neglected it or failed to report the repair in line with condition 8c. If you neglect or cause damage to any FIT equipment and this reduces the amount of energy this equipment creates, you are responsible to us for any loss in FIT payments we receive.
- b 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 w central-heating system or an electric fire;
  - any FIT equipment including any interruption in the electricity supply;
  - the building your property is part of; or
  - any shared area.

It also includes any other fault covered by conditions 3a to 3c.

If we consider that any such fault has become more serious because of your failure to report it straightaway and so it costs us more to repair, we may decide to recover the extra cost from you.

- 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;
  - arranging for the chimneys to be swept regularly (if you use solid fuels such as coal or wood); and
  - taking reasonable precautions to prevent fire and frost damage to the property, including to the structure and roof of the property (and all the other parts of your property that we are responsible for repairing under conditions 3a to 3c).
- d Any work, which you are responsible for under condition 8c above, must be carried out properly. If you do not meet your obligations under conditions 8b and 8c, you will have failed to take care of your property under condition 8a.
- e You are responsible for carrying out any repairs which are necessary because you failed to report another repair to us under 8b above unless that repair relates to our FIT equipment, in which case we (or our employees) will carry out the repairs but you may still have to pay our costs.

- 
- f 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.
- g You must not interfere with any of our FIT equipment at the property, including switching off any FIT equipment. You must not do anything to reduce the amount of light reaching our FIT equipment. You must not do anything (and you must not allow any member of your household, lodger, subtenant or visitor to do anything) that interrupts the continuous supply of electricity to the electricity meter. If you have a prepayment electric meter, you must keep it in credit.

## 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.

Our website has more information about repairs. It tells you;

- 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 shared area.
- d You must not keep an animal in independent living schemes 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 shared 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 paragraphs 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:
- any of our tenants;
  - any person in the neighbourhood; or
  - any 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 including the structure, outside and roof of the property (and all the other parts of your property that we are responsible for repairing under conditions 3a to 3c);
  - to any of our FIT equipment;
  - to a shared 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 shared area or in the neighbourhood, you must clean up after it and dispose of any mess in a hygienic way.
- 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 do, 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 shared 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 alter the boundary of your property without our written permission. This includes changing or putting up any fence, hedge or boundary wall.
- f You must make sure that no trees and plants in your garden grow so much that they reduce the amount of light reaching any FIT equipment.

### 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 any one else to park, any car, caravan, trailer, motorcycle, lorry or other vehicle on any grass verge, crossover, shared area or paved or grassed area which belongs to us (including the garden areas of your home) unless it is a 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 vehicle repairs at your property unless you have a drive and carrying out the repairs will not cause a nuisance to or annoy 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 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 shared main entrance and shared corridors you must only park it in your property or park it safely in shared areas we have reserved for this purpose.

### Notes

We will not give you permission to park a storage container, 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, roof space, outbuildings and shared 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 set out in our written permission may apply. We can withdraw our permission at any time if you have not met the conditions set out in our written permission.

- a You must not use your property or any part of it for business or trade unless you have our permission. We will give you permission 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 need. You will be 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 must not make any structural changes or changes to the property, or change the boundary of your property, unless you have our permission. 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;
  - installing solar panels;
  - leasing out the roof to a solar-panel company;
  - 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 shared 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 independent living schemes or a property which can only be accessed through a shared 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.
- f You must not park a caravan or motorhome on a drive in your front garden unless we have given you written permission. We will only give written permission if you do not have anywhere else to park it at the property, the parking area is of good quality, the kerb has been lowered and there are no health and safety risks.



## 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 this tenancy agreement and any written permission we may give you.
- c Keep a motorcycle or any other vehicle inside your home or shared areas.

# Tenancy Agreement

## Tenants' names

1

2

## National Insurance Number

## The address of your property rented in this agreement is

Your tenancy starts on  /  /  and your first complete weekly period starts on Monday  /  /

This tenancy is a: **secure tenancy**  **introductory tenancy**  **flexible tenancy**  (Please tick the box that applies.)

You will become a secure tenant on  /  /  unless you take action to end your introductory tenancy.

You will become a flexible tenant on  /  /  and the tenancy will end on  /  /  unless we take action to end your tenancy sooner.

Your first weekly rent is for the first  days of your tenancy and includes the following charges.

Rent  £ Community Facilities  £ Water  £ Hot Water  £ Gas  £ Door Entry  £

Total rent for the first week or part week  £

Your weekly rent from  /  /  is made up of the following charges.

Rent  £ Community Facilities  £ Water  £ Hot Water  £ CCTV  £ Door Entry  £

Total weekly Rent  £

Please read this agreement and sign below. The information I have given in the housing application form was and still is true. I understand and agree to the conditions in this agreement.

## Tenants' signatures

1

Date  /  /

2

Date  /  /

Signature on behalf of the landlord

Date  /  /

Your landlord is Barnsley Metropolitan Borough Council of Town Hall, Barnsley, S70 2TA.

The landlord's managing agent is Berneslai Homes limited of 10th Floor, Gateway Plaza, Off Sackville Street, Barnsley, S70 2RD.

Please fill in this section if you are a previous tenant and owe us money.

I/we admit that on (date)  /  /  I/we owe Barnsley MBC  £

for my/our previous tenancy at

and court costs of  £  have been added.

I/we owe a total of  £

I/we agree to pay  £  when I sign this agreement and then weekly payments of  £  every Monday after that until the debt is cleared.

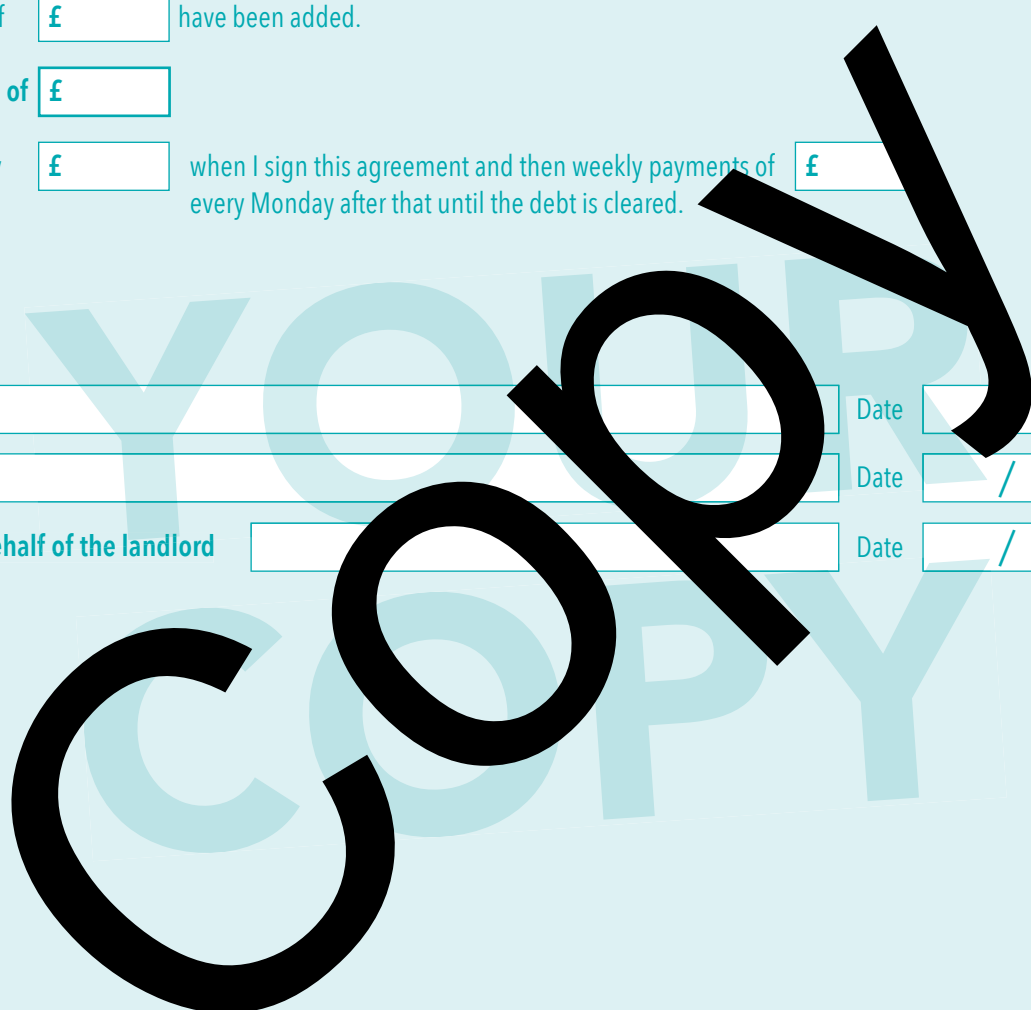
Your signature

Date  /  /

Date  /  /

Signature on behalf of the landlord

Date  /  /



For details on how your information is used, how we maintain the security of this and your rights to access the information we hold about you, please refer to [www.berneslaihomes.co.uk/information-and-privacy/](http://www.berneslaihomes.co.uk/information-and-privacy/)



**berneslai**  
homes

**If you need help understanding this information, please ask one of our staff, or contact Customer Service Team by phoning 01226 787878.**

این مدرک سند اجاره نامه شما می باشد. در این اجاره نامه حقوق و تعهدات شما ذکر شده و قرارداد شما با برنسلای همز می باشد.

در صورت نیاز به کمک در درک این اطلاعات، لطفاً با بخش خدمات مشتریان به شماره تلفن ۰۱۲۲۶۷۷۵۵۵۵ تماس حاصل فرمایید.

这是您的租约。它告诉您有关您的权利和责任所在，这也是您与‘波尼斯莱之家’的合同。

如果您需要帮助来理解本信息，请拨打 01226775555 致电客户服务。

Este es su contrato de arrendamiento. En él se detallan sus derechos y responsabilidades y constituye su contrato con Berneslai Homes.

Si necesita ayuda para entender esta información, llame al Servicio de Atención al Cliente al número 01226 775555.

Ceci est votre contrat de location. Il vous dit ce que sont vos droits et vos responsabilités, et c'est votre contrat avec Berneslai Homes.

Si vous avez besoin d'aide pour comprendre ces informations, veuillez appeler le Service Clientèle au 01226 775555.

Это Ваш договор об аренде. В нем Вы найдете информацию о своих правах и обязанностях. Он также является Вашим контрактом с «Berneslai Homes». Если Вам нужна помощь, чтобы разобраться с данной информацией, пожалуйста, позвоните в Службу поддержки по телефону: 01226 775555.



Berneslai Homes Limited is a company controlled by Barnsley Metropolitan Borough Council.  
A company limited by guarantee, registered in England and Wales, number 4548803.  
Registered Office: 10th Floor, Gateway Plaza, Off Sackville Street, Barnsley, South Yorkshire, S70 2DJ.

August 2022



[www.berneslaihomes.co.uk](http://www.berneslaihomes.co.uk)