



# Tenancy agreement



A fresh approach to people, homes and communities

## Your tenancy agreement

Welcome to your tenancy with Barnsley Metropolitan Borough Council. 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 cphone us on 01226 775555 or visit your local Barnsley Connects Service Centre.

# Definitions

<b>Agents</b>	These are 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>Barnsley Connects Service Centre</b>	These are local council offices that are open to the public in various locations across Barnsley.
<b>Communal areas</b>	The parts of the building, which all tenants may use, for example, stairways, entrances, landings, shared gardens, lawns and landscaped areas.
<b>Demoted tenancy</b>	A secure tenancy, which has rights reduced to those of an introductory tenancy as a result 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>Employees</b>	Includes any contractor, agent or anyone employed by us.
<b>Garden</b>	Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.
<b>Introductory tenancy</b>	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'.
<b>Introductory tenant</b>	A tenant of ours who has an introductory tenancy.
<b>Lodger Neighbours</b>	<p>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.</p> <p>Your neighbours include:</p> <ul style="list-style-type: none"><li>• our other secure and introductory tenants;</li><li>• everyone living in the area near your property, including people who own their own homes; and</li><li>• housing association tenants.</li></ul>
<b>Partner</b>	A husband, wife, civil partner or someone who lives with you as a husband or wife. This term also includes a partner of the same sex.

<b>Property</b>	The home you live in, including any garden but not including communal areas.
<b>Relative</b>	Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.
<b>Secure tenancy</b>	A tenancy under Part 4 of the Housing Act 1985. We can only ask the court to end the tenancy for specific reasons (grounds) that the law sets out and you have more protection than an introductory tenant.
<b>Secure tenant</b>	A tenant of ours who has a secure tenancy. An introductory tenant may become a secure tenant after the end of the trial period.
<b>Sublet</b>	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.)
<b>Vehicle</b>	A car, bus, lorry, motorbike, bike and so on.
<b>We, us, our</b>	Barnsley Metropolitan Borough Council and Berneslai Homes Ltd.
<b>Written permission</b>	A letter from us giving you permission to do certain things.
<b>You, your</b>	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 that you do not understand, you should contact your Housing Officer or get advice from Housing Aid or a Citizens' Advice Bureau.
- 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 this 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 physically disabled person, and:
    - you no longer need that type of home; and
    - we need your property for someone else with disabilities.
  - We need to carry out redevelopment or major repairs to your property that 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 take any other suitable remedy such as applying to the court for a demoted tenancy (secure tenants only), or applying to the court for an injunction. If we take legal action you may be responsible for court costs.
- g If we ask you to tell us or ask us anything, you may do this by telling or asking any member of staff at your local Barnsley Connects Service Centre or any Berneslai Homes officer.

**Section 2 of this tenancy agreement relate to introductory tenants only**

**Sections 3 – 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 need to contact us as soon possible. That way we quickly can work with you to give you any support advice or assistance to resolve any problems without the need to take legal action.

We can offer support ourselves or get other support agencies or partners involved. These are just a few examples of the type of support we can give or arrange.

- Giving you welfare advice about rent arrears, any benefits you might be entitled to or advice about managing your money.
- Giving you advice about looking after your garden.
- Putting you in contact with support agencies who can help with things such as equipment and adaptations, alcohol or drug misuse.
- Giving you advice about the repairs we are responsible for and what you should do about those that you are responsible for.
- Arranging mediation to resolve any neighbour disputes before they get out of hand.

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 take up our advice, assistance or support then 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. However, your introductory tenancy will come to an end before one year, if we ask the court to make an order for possession of your property and the court makes an order. In that case, you will have to leave your property or we will evict you if you fail to leave. (There are some special circumstances set out in section 125(5) of the Housing Act 1996 in which your introductory tenancy will come to an end before one year but you will 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 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 and the review 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 are otherwise legally entitled to do so, we may serve a notice on you, which will extend your introductory tenancy for a further 6 months.
- d By law, during your introductory tenancy you do not have the same rights as a 'secure tenant.' You cannot:
- i. apply for the right to buy your home; or
  - ii. vote to change the landlord.
- e In certain circumstances, we may let you:
- i. take in a lodger;
  - ii. sublet your home;
  - iii. make a structural change to the property; and
  - iv. 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 place conditions on 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 placed on 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 that 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 (but there are other laws):
  - Section 6 of the Audit Commission Act 1998, which allows us to share information for the prevention and detection of fraud.
  - Section 115 of the Crime and Disorder Act 1998.

When you become a tenant 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 at your home. South Yorkshire Fire and Rescue Service will protect these details under the terms of the Data Protection Act 1988.

- 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 consult you and our other affected tenants on 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, having consulted you and taken 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 responsibility is.)
- f If there is a disagreement about the tenancy regulations that we cannot sort out with you, the county court has the power to make the final decision.
- g We have a right to enter your property to inspect your property or to carry out work in your property or an attached property. This right includes employees, contractors, subcontractors or agents. We have this right, if we give you 24 hours' written notice (or without notice in the case of emergency).
- h If you do not have 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 undertake the work or complete the inspection (and you may have to pay our costs of going to court); or
  - in an emergency, tell our employees, contractors or subcontractors to enter straight away into the property, in which case we will put right any damage we cause. We may charge you the cost of that repair and the cost to us of gaining entry if you knew of our need to enter your property and you refused entry to our employees, contractors or sub-contractors.



- i We are not responsible for loss, injury or damage to your possessions unless it is as a result of our negligence or failure. We are not responsible for putting right damage to your property caused by your accident. This also includes damage caused by the accident of any member of your household, or any lodger, subtenant or visitor of yours.
- J We will have properly served on you, any notice relating to your tenancy if we:
- give it to you personally;
  - post it to the tenancy address;
  - deliver it to or leave it at the property; or
  - serve it on someone acting on your behalf.

## 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 Office or on our website [www.berneslaihomes.co.uk](http://www.berneslaihomes.co.uk).
- Take us to court. You should get advice from a Housing Aid centre or a Citizen's Advice Bureau.

## 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 the buildings against accidental damage so if you accidentally damage the structure or fittings in your home we will recharge you with the cost of putting things right. For example, if you accidentally nail through some pipes whilst decorating it is your responsibility to put this right. If you had your own buildings insurance that covers accidental damage then 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 for the obligation in this tenancy agreement to give our employees, contractors or subcontractors access) as long as you (and your friends, relatives and any other person living in or visiting the property) follow the conditions of this tenancy agreement and have a proper respect for the rights of other people living in or visiting the area.
- c The Data Protection Act 1998 gives you certain rights relating to the information we keep on your file. The main rights that you have, which may be limited, are to:
  - i. see the contents of the file;
  - ii. have a copy of the file or parts of it if you pay a charge; and
  - iii. ask for any inaccurate information in the file to be corrected.

In particular, the file will contain the details you have given us in connection with 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 for copies of these policies.
- e You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants. The procedure for consultation 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, your civil partner or to your partner (as long as you were living together as husband or wife - this includes couples of the same sex) if he or she lived 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), 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 and if they refuse to move we may apply to the court for a possession order. These circumstances are if the property:
  - i. was let to you as part of your job;
  - ii. is adapted for disabled needs and the successor does not need that type of property;
  - iii. is 'sheltered', or specifically designed for elderly people or disabled people, and the successor is not a disabled or elderly person; or
  - iv. 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 may have to pay legal costs and court costs.
- J If we move you into temporary accommodation you must continue to follow the conditions of this 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 council 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 for more information.

## 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 that are shown on page 29 of this tenancy agreement. These charges are:
  - i. the basic rent;
  - ii. the heating charge;
  - iii. the insurance charge (this is optional);
  - iv. the service charge;
  - v. warden and intercom service; and
  - vi. 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 interval that 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 the 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 former debts shown on page 28 (as outlined in 5g), when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. You may 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 Council, you must sign the agreement on page 27 of this agreement. By signing this agreement you are agreeing to repay this debt. 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. You are also responsible for all the rent and other charges that are due from the past. So, if you become a sole tenant you will still be responsible, even after the other tenant has left.
- i We may deduct any money you owe us from any money we owe you.

## 6 Antisocial behaviour

- a You must not use your property for any immoral or illegal purpose or conduct any act of antisocial behaviour within your property or 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 committed it yourself
- b You must not, in your property or in the area near your property, use, possess, produce, or supply any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or 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 committed it yourself.
- c You must not do anything in or to communal areas:
- which is immoral;
  - which is illegal;
  - which may cause offence to other users of those areas;
  - which will cause damage to the communal areas, or
  - which will cause a health and safety risk.

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

- d You must not physically or verbally abuse our employees, intimidate them in any other way, or do anything that creates a health and safety risk, while they are performing their duties.
- Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees.
  - Verbal abuse includes any unreasonable or unlawful verbal attack that is intended or likely to alarm, distress or intimidate any of our employees.

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

- e You must not cause any nuisance, annoyance, offence, or harm to 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 the property.

You must make sure that no member of your household, or any lodger, subtenant or visitor, commits any such act. If they do, you will be held responsible as if you had committed 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 present in the area near the property. You must make sure that no member of your household, any animal in your property, or any lodger, subtenant or visitor, commits any such act. If they do, you will be held responsible.
- g You must not commit, or threaten to commit, any form of discrimination, intimidation or harassment because of someone's race, colour, religion, sex, sexuality, age or disability. You must make sure that no member of your household, or any lodger, subtenant or visitor, commits any such act. If they do, you will be held responsible as if you had committed it yourself.
- h In condition óg above, discrimination, intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist motive. 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. You must take reasonable care to make sure that they do not become scattered 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 as if you had failed to act yourself.
- J If your property is a flat with communal areas it is your responsibility to keep these areas clean, tidy and free from any hazards. In some flats (mainly sheltered housing) we employ cleaners to clean communal areas. However, this does not remove your responsibility to keep the communal areas clean, tidy and free from hazards.
- k You must not operate (or allow to be operated) any device or equipment, or do any activity (or allow any activity), which creates so much noise that it causes nuisance or annoyance to your neighbours at any time or can be heard outside your property between 11pm and 7.30am. 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 as if you had failed to act yourself.
- l You must not use threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) against your partner, relative or any other person lawfully entitled to live in the property
  - i. If you use threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) we may take action against you, including seeking to evict you, or ask another agency to take action.
  - ii. If someone is forced to leave the property because of your threatening behaviour, violence or abuse or through fear of such 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 reasons of safety, tell the utility 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 the business is likely to cause nuisance to other people, damage to the property or create a health and safety risk. As well as getting our permission, you should get any planning permission needed for any business. If we give you permission, we may withdraw it if the business then causes nuisance, damage or a health and safety risk.
- f If your property has a shared access security 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. The charges are detailed on page 29 of this agreement.

### Notes

#### Business

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

- Vehicle maintenance business.
- Printing business.
- Any business where you have to use hydraulic equipment, industrial machinery or chemicals.
- Shops or wholesale businesses where customers would have to visit the property.
- Any business that would mean more than your own personal vehicle being parked at your property or in the area near your property. For example vehicle hire company, delivery business or taxi business.
- Animal breeding business.
- Any business that would cause nuisance and annoyance.
- 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 as a result of wilful damage or negligence, or a failure to take care of the property, whether the fault is yours or that of any member of your household, or any lodger, subtenant or visitor of yours. If any heating appliance is damaged because you have used an unsuitable fuel, we will consider this to be failing to take care of the property.
- b You are responsible for any repairs that 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. A qualified and competent contractor must carry out all the repairs that you are responsible for.
- c You are responsible for:
  - i. decorating the inside of the property, which includes decorating as often as necessary to keep it in good decorative order;
  - ii. keeping your property to a reasonable standard of cleanliness and tidiness;
  - iii. regularly sweeping the chimneys (where solid fuels are used); and
  - iv. taking reasonable precautions to prevent fire and frost damage to the property.
- d You must report straightaway any disrepair or fault for which we are responsible. This includes disrepair or fault in:
  - the structure or outside of the property;
  - any installation in the property;
  - the building of which your property forms part; or
  - any communal 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 and you will be liable to us under that condition.
- f You are responsible for repairs that became necessary because you failed to report another repair to us.
- g Unless we tell you otherwise, you are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.

## 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 which tells you more about:

- how to report repairs;
- what we will repair and maintain in your home and estates;
- how quickly we do 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.

## 9 Animals

- a Subject to paragraphs (b) to (f) below, you may keep domestic pets at your property without our permission.
- b You must not keep at your property:
- any dog to which the Dangerous Dogs Act 1991 applies;
  - any animal to which the Dangerous Wild Animals Act 1976 applies;
  - any dangerous animal;
  - any livestock;
  - any animal which causes a health and safety risk in the area; or
  - any non-domestic animal.
- 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 that 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, lodger, subtenant, or visitor to your property does any of the things mentioned in paragraphs (b)-(f) above. If they do, you will be responsible as if you had done it yourself.
- h You must make sure that no animal kept at your property (or for which you are otherwise responsible) causes nuisance or annoyance to any:
- tenant of ours;
  - person in the neighbourhood; or
  - employee, contractor, subcontractor or agent of ours
- i You must make sure that no animal kept at your property (or for which you are otherwise responsible) causes any damage:
- to your property;
  - in a communal area; or
  - in the neighbourhood

- J If an animal kept at your property (or for which you are otherwise responsible) fouls in your garden, in a communal area or in the neighbourhood you must clean up after it and dispose of any faeces hygienically.
- k You must make sure that no member of your household, lodger, subtenant, or visitor to your property fails to do any of the things mentioned in paragraphs (i) and (j) above. If they fail to do so, you will be responsible as if you had failed to do so yourself.

### **Notes**

In this section "animal" includes birds and fish.

We regard pigeons as domestic animals.

## 10 Gardens

- a You must keep the garden in a good, tidy and safe condition and free from rubbish and weeds. If you fail to do this, we may enter and carry out all the necessary work and charge you the full cost.
- b You must not put up, alter 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 fell any tree in your garden.
- d You must not plant any tree or shrub which may cause damage to yours or neighbouring properties.
- e You must not alter the boundary of your property without our written permission. This includes altering or erecting any fence, hedge or boundary wall.

### **Notes**

We will not give 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 garden areas of your home) unless it is an agreed parking area and we have given you written permission.
- 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 an approved 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 at your property or park in such a way as it causes an obstruction to other residents, or road users 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 with shared access corridors you must only park it in your property or park it safely in 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 if allowing this will cause:

- nuisance or annoyance to your neighbours;
- damage to the property; or
- 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 recharge the cost to you.
- 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 the cost of disposal.
- d You must remove any greenhouse, garage or shed or other structure you have put in the garden unless we agree that you can leave it. If you do not we will remove them and charge the cost to you.
- 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 recharge the cost to you.

## 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 neighbours and other residents. As well as getting our permission, you should get any planning permission needed for any business. You will be held responsible if members of your household do not act in line with 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 alterations, additions or alterations to the property, or alter the boundary. This includes the following:
  - decorating the outside of the property;
  - installing new external doors and windows;
  - changing any part of the heating system, electrical work, plumbing work, installing a new kitchen or bathroom;
  - erecting an aerial or satellite dish;
  - installing a water meter;
  - building anything in your property or in the garden of the property;
  - parking, or allowing anyone to park, any motor vehicle, caravan or trailer in the garden of the property;
  - felling or pruning any trees in the garden or communal areas; or
  - building a parking space.

We will not give permission for alterations or additions that require building regulation or planning permission until you have applied for and received such approvals.

- e You cannot keep any animals in sheltered housing or a property that can only be accessed through a shared entrance.

## 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 (LPG) within the boundary of the property.
- b Store petroleum spirit or any other highly flammable liquids in the 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.

# Tenancy agreement

The tenant's

National Insurance number

1

2

The address of your property rented in this agreement is

This weekly tenancy starts on

This tenancy is a:      secure tenancy       introductory tenancy       (Please tick the relevant box.)

This is sheltered housing and you are agreeing to receive and pay for the relevant services.  
(Please delete if not relevant)

You will then become a secure tenant on

(date) unless we take action to end your introductory tenancy.

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

The landlord's managing agent is Berneslai Homes Ltd of Springfield House, Springfield Street, Barnsley.

Your local Barnsley Connects Service Centre local Barnsley Connects Service Centre is at

We will give you  keys to the property.

Your weekly rent is made up of the following charges.

Rent	£ <input type="text"/>	Insurance	£ <input type="text"/>	Heating	£ <input type="text"/>	Service	£ <input type="text"/>
Other charges	£ <input type="text"/>	Sheltered/ Warden charge	£ <input type="text"/>			<b>Total rent</b>	£ <input type="text"/>

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

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

I admit that on (date)  /

I owe Barnsley MBC

for my previous tenancy at

£

for my previous tenancy at

and court costs of

have been added.

I owe a total of

I 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:  /

Signature on behalf of the landlord:

/











**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 পরিষেবায় 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。



Corporate member of  
Plain English Campaign

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Committed to clearer communication.

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: Springfield House, Springfield Street, Barnsley, S70 6HH. [www.berneslaihomes.co.uk](http://www.berneslaihomes.co.uk)

September 2008

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