



Tenancy Agreement

Contents

Section 1 – General Information

Section 2 – Introductory Tenants

Section 3 – Rents and Other Charges

Section 4 – Ending your Tenancy

Section 5 – Our Rights

Section 6 - Your Rights

Section 7 – Repairs

Section 8 – Your Responsibilities

Section 9 – Anti-Social Behaviour and Neighbour Nuisance

Section 1: General Information

If you want to contact us to either give us notice or ask us something that needs our written permission, please write to:

The Managing Director
A1 Housing Bassetlaw Ltd
Carlton Forest House
Hundred Acre Lane
Carlton In Lindrick
Worksop
Notts
S80 OTS

You can also telephone us by ringing (01909) 534520
Or email us at: www.a1housing.co.uk

We will deliver all letters and notices to you by hand or send them by post to your last known address. We will consider your last known address to be the property this Agreement relates, unless you tell us that you have changed address.

We will assume that you have received all letters and notices within 72 hours if we posted them and within 24 hours if we delivered them by hand.

This Tenancy Agreement outlines your conditions of tenancy as an Introductory Tenant and as a Secure Tenant of Bassetlaw District Council. If you are an Introductory Tenant you will automatically become a Secure Tenant after one year, unless you break any conditions of tenancy during the first year. Most rights and responsibilities apply to both types of tenancy but where there is a difference they are clearly marked.

Address of Premises Let: _____

Property Type: _____

Including any yards, gardens, outbuildings, garage belonging thereto

Date of Commencement of Tenancy: _____

Definitions

Assured Tenancy

Tenancy granted by a registered social landlord (that is, a housing association), similar to a secure tenancy.

Exchange

To swap homes with another tenant.

Fixtures and Fittings

All appliances in the property, including installations for supplying or using gas, electricity and water.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

Improvement

Any alteration to the property.

Introductory Tenancy

An introductory tenancy lasts for 12 months only. If you break the tenancy conditions, we can end the tenancy before you become a secure tenant (see below for a definition of a secure tenant).

Local Area

The whole of the estate the property is on, including privately-owned properties, housing association properties, privately rented properties and all other council estates in the surrounding area.

Neighbours

Your neighbours include everyone living or working in the local area, whether they own their homes, are housing association tenants or live in privately rented accommodation.

Partner

A husband, wife or someone who lives with you as if you are husband and wife, and same-sex couples.

Relative

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives, adopted children and in-laws.

Secure Tenant

By law, secure tenants have the right to stay in a property unless a court grants an 'order for possession' of the property.

Shared areas

The parts of a building which all tenants can use – for example, halls, stairways, entrances, landings, shared gardens and landscaped areas.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan and so on.

We, us, our

Bassetlaw District Council (the landlord).

Written Permission

A letter from us giving you permission to do certain things.

You

The tenant. In the case of joint tenants, 'you' means any one or all of the joint tenants.

Property

The dwelling including the gardens which you are renting from us

Section 2: Introductory Tenants

2.1 This tenancy is an **Introductory Tenancy** until
_____/_____/_____

When this tenancy ends, we will agree that you will become a secure tenant as long as you have not broken the conditions of the tenancy within the 12 month introductory period.

2.2 If you have a secure or assured tenancy when you move then you will remain a secure tenant; so if are transferring from within Bassetlaw District Council or from another local authority or a Housing Association tenancy you will usually be offered a secure tenancy. All other new tenants will start their tenancy as an introductory tenant.

If, during your introductory tenancy, you break any of the tenancy conditions, we may take action to end your tenancy.

As an introductory tenant, if you break any conditions of the tenancy we do not have to prove that you have done so in court. The court must be satisfied that we have acted in line within our procedures and the court must give an order for your eviction.

Your introductory tenancy will last for one year. If you do not break any of the tenancy conditions during this time, you will automatically become a secure tenant.

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
- vote for a change to a new landlord
- sublet
- transfer your tenancy to someone else

In certain circumstances, we may let you:

- take in a lodger
- make alterations or improvements to your home
- apply to exchange your home

You must first get written permission to do this. We may refuse permission if you do not meet certain conditions. Please ask us for more information.

Section 2: Introductory Tenants

As an introductory tenant, you have the following rights.

2.3 This is an introductory tenancy. As an introductory tenant, you will become a secure tenant after one year unless you break any part of this Agreement.

If, during the time when you are an introductory tenant, you break any of the conditions of your tenancy, we may take action to evict you. If this happens, you will have the right to:

- discuss the problem with us
- put matters right in some cases, for example, by making a realistic agreement to pay off rent arrears or to stop behaviour which causes nuisance or annoyance to neighbours
- ask us to review our decision to give you notice of termination
- get independent legal advice

Asking for a Review

2.4 If you receive a **notice of termination** you will have the right to ask us to review our decision to evict you. To ask for a review, you must tell us, in writing, within 14 days of receiving a notice of termination. For more detailed information, see our leaflet called Introductory Tenancies.

Section 3: Rents and Other Charges (secure and introductory)

3.1 Paying your Rent

You must pay us £_____ each week by Friday at 4pm.

The amount you must pay is made up as follows:

Weekly Rent _____

Weekly Heating charges _____

Supporting People charges _____

First Payment Due _____

As a tenant, you must do the following:

3.2 Rent

You must pay the rent and all other charges for the property on time.

You must pay your rent and all other charges every week unless we have agreed to you paying it at another time.

There are occasional 'free' weeks when you do not have to pay any rent - we will give you details of this. Please note that people who owe rent (have rent arrears) must continue to pay in these weeks until all arrears are cleared.

If you are joint tenants, you are each responsible for all the rent and for any rent arrears. We can get back all the rent that is owed for your home from any individual joint tenant.

If you fail to pay the rent on time, or fail to keep to an agreement to pay, we may take legal action against you to evict you from your home.

Section 3: Rents and Other Charges (secure and introductory)

3.3 Increasing your Rent

We will give you at least four weeks notice in writing before changing the amount of the weekly rent.

3.4 Other information about Charges

- If we owe you any money we will deduct this from any rent arrears or sundry debts which you owe us
- We will charge you for our costs in taking legal action against you

Useful Information about Housing Benefit

If you are finding it difficult to pay your rent, please contact us. You may be entitled to Housing Benefit or other benefits. We will do all we can to help you.

You may be entitled to Housing Benefit. You are responsible for filling in and submitting your Housing Benefit claim form.

If you receive Housing Benefit, you must inform them immediately of any changes to your circumstances that might affect your entitlement to benefit. **You must do this in writing.**

Useful Information about paying your rent

You must pay your rent every week. You can pay:

- at one of the cash offices
- by direct debit
- by standing order
- at the post office
- by telephone

If you are finding it difficult to pay your rent, please do not ignore the issue. Contact us to discuss the options.

The Citizens Advice Bureau or any other relevant agency may also be able to help you. Please ask us for details.

Section 4: Ending your Tenancy (secure and introductory)

4.1 Ending your Tenancy

You must do the following when you decide to move out of the property:

- Give us four weeks notice in writing that you want to leave the property
- Give us all the keys to the property either before or on the day your tenancy ends. If you do not give us all the keys to the property, we may charge you one weeks full rent and the cost of changing the locks on the property.
- Pay all the rent and other charges up to the date of the end of your tenancy. (After your tenancy ends, we may take rent and other unpaid charges from any money we owe you.)
- Remove all your furniture and personal belongings from the property. We will get rid of any items you leave behind and charge you for doing so.
- Remove all rubbish from inside and outside the property. If you fail to do this and we have to remove any rubbish, we will charge you for the cost of doing this.
- Make sure all the fixtures and fittings you have installed and which you are leaving in the property are in good working order.
- Replace or repair broken items which belong to us. If you do not, you will have to pay if we have to replace or repair anything.
- Leave the property clean and tidy. We will charge you if we have to clean the property.
- Allow our employees and contractors to enter the property at reasonable times to inspect it.
- Allow our employees to bring round future tenants at reasonable times.
- Not leave any other person in the property.
- Let us have your new address.
- If you return the keys without a written notice of termination, we will accept this as your intention to end your tenancy. We will end your tenancy on the Monday four weeks after the receipt of your keys.
- A joint tenancy will end if one or more joint tenants give us notice to end it. We will decide whether to grant a new tenancy for the remaining tenant or tenants, or we may offer them another property. A joint tenant does not have an automatic right to stay in the property once one of the joint tenants has ended the tenancy.

Section 4: Ending your Tenancy (secure and introductory)

Useful Information

- In certain circumstances, we may agree to accept less than four weeks notice. Contact us for more details.
- Contact us if you want to end your tenancy. We will give you a form to end your tenancy.

4.2 Abandoning your Tenancy

- If you abandon your tenancy and do not return the keys to us or let us have written notice that you are doing so, we will serve a Notice to Quit on the property (at the address shown on this Tenancy Agreement) to end your tenancy. If you do not contact us to register your interest in the property before this notice runs out, we will consider that your tenancy has ended, take possession of the property and get rid of all the items left in the property.

Section 5: Our Rights

5.1 Secure Tenants Only

We will not interfere with your right to live in the property, provided you keep to the conditions of your tenancy.

You are a secure tenant so we cannot end your tenancy without a Court Order. This can only be granted for certain reasons (known as 'grounds for possession'). These are set out in the Housing Act 1985 (as amended), and are summarised below.

5.2 Grounds for Possession

You can lose your home if:

- You fail to pay your rent or break some other condition of your tenancy (if you do not pay your rent, we will ask you why and will try to help you with financial advice)
- You cause a nuisance or annoyance to neighbours, or are using the property for immoral or illegal purposes, or you have committed an arrestable offence which affects the neighbourhood
- You cause damage to the property or parts of the building which other tenants share
- You got the tenancy by making a false statement to us, or someone else makes a false statement on your behalf
- You give or receive any money in connection with exchanging tenancies
- You refuse to leave a property which we have offered you temporarily while work is carried out to your usual home

Section 5: Our Rights

5.3 We will provide you with suitable accommodation if we need to take possession of your home for any of the following reasons.

- We want to demolish, rebuild or carry out work to your home or to the surrounding land and cannot do this while you are living there.
- You are living in a property that is in an area included in a redevelopment scheme approved by the Secretary of State, and we plan to demolish the property as part of this scheme.
- You are living in a property, which has been adapted for someone who is physically disabled, but no-one with a disability lives there any more and we need the property for another disabled person.
- You are living in a property, which is let to people with special needs, but there is no longer anyone living in the property with those needs and we need the property for someone with special needs.
- You succeeded to the tenancy when the previous tenant died and the property is larger than you reasonably need. (We can only use this reason between six and twelve months after the death of the previous tenant). The court will take account of things such as your age, how long you have lived in the property and the support you gave the previous tenant.

Section 6: Your Rights

6.1 Your rights as a tenant (secure and introductory tenants have different rights which are explained in the table on page 14)

Lodgers

You can take in lodgers. A lodger is someone who lives with you, (other than as your partner) but was not part of your household when you first moved in. They do not have the exclusive right to live in any one part of your home, and will get some service from you such as cooking or cleaning. You must not overcrowd your home, and you will be responsible for the behaviour of all your lodgers. You should note that if you take in lodgers it might affect your claim for Housing Benefit.

Tenants and Residents Associations

You can join an existing local tenants' group or you can start one. Please contact us for more information.

Succession

If you die, this tenancy can be transferred to a person who 'qualifies to succeed'. This right to take over the tenancy can only happen once. A person 'qualified to succeed' is normally a member of your family or partner who has lived with you for at least 12 months. According to the rules, if you die while you are still an introductory tenant they will also be an introductory tenant. They will become a secure tenant on the date shown in Section 2. Anyone wanting to take over the tenancy must apply in writing within one month of the tenant's death. If nobody applies for succession rights within this period, we will consider that the tenancy has ended. Please contact us for more information.

Consultation

You have the right to be consulted on any changes to your conditions of tenancy or any proposals that are likely to affect you.

Exchange

You have the right to exchange your home with another tenant of Bassetlaw District Council, a registered social landlord or another local council. But you must get our written agreement first. Please contact us if you want to exchange properties.

Section 6: Your Rights

Improvements

You have the right to carry out alterations and improvements such as installing a shower and fitting new kitchen units. **You must get our written permission for all alterations and improvements.** Please contact us for more information.

If we refuse to give you permission for any alterations and you have already started the work, you must stop the work immediately. You must also restore the property to its original condition if we ask you to do so.

The Right to Repair

By law, you can arrange your own repairs under certain circumstances. For details of the scheme, please contact us. For further information on Repairs see Section 7.

Compensation

When your tenancy ends, you may qualify for compensation for improvements you have carried out to your home. To get these payments, the improvements must qualify according to our rules. We base these payments on the type of improvement you have made, how old it is and how long it is expected to last. We will only pay this compensation when the tenancy ends. Please contact us for more details.

Complaints Procedure

Please contact us if you are not happy with the standard of our services, if you think we have done something wrong or if we have failed to do something we should have done.

Section 6: Your Rights

6.2 Your rights as a secure tenant (introductory tenants don't have these rights):

Right to Information

You have the right to see details given in connection with any application for a tenancy or transfer. We may charge you if we have to give you copies. You also have the right to see our policies on housing, rehousing and exchanging properties.

Security of Tenure (secure tenants only)

You have the right to live in the property as long as we don't have any grounds for possession, as detailed in the Housing Act 1985 and summarised in this Agreement (Section 5).

Right to Buy (secure tenants only)

You have the right to buy your home outright, though there are certain restrictions which are listed in the Housing Act 1985 (as amended). Please contact us for more details.

Subletting (secure tenants only)

You have the right to sublet part of the property, but you must get our written permission first. Subletting means that someone lives with you but was not part of your household when you first moved in. They must pay you rent and have the exclusive right to live in part of your home. They will usually do their own cooking and cleaning. You cannot sublet the whole property.

Stock Transfer (secure tenants only)

You have the right to vote in a ballot concerning any proposals about changing your landlord.

Demotion of your Tenancy (secure tenants only)

If you break your conditions of tenancy, which are detailed in Section 8, then we can apply to 'demote' your tenancy, which means you will not have these rights.

Section 6: Your Rights

A summary of the differences between Introductory, Secure and Demoted tenancies:

Legal Rights of Tenants in Brief	Secure Tenants	Introductory Tenants (IT)	Demoted Tenants
Right to Succession of spouse/ family member	Yes	Yes	Yes
Right to Repair	Yes	Yes	Yes
Right to be Consulted on housing management issues	Yes	Yes	Yes
Right to Assign	Yes	Yes	Yes
Right to Buy	Yes	No but the IT period counts towards the discount	No
Right to Take in Lodgers	Yes	No	No
Right to Sub-Let	Yes	No	No
Right to Improve	Yes	No	No
Right to Exchange	Yes	No	No
Right to Vote prior to Transfer to new landlord	Yes	No	No
Right to be Consulted on decision to delegate housing management	Yes	Yes	Yes
Right to Participate in housing management contract monitoring	Yes	Yes	Yes

Section 7: Repairs (secure and introductory)

7.1 Repairs

We are responsible for repairing and maintaining the following:

The Structure and the Outside of the Property including:

- the roof
- chimneys
- ceilings
- pipes
- drains, soil and waste pipes
- outside doors
- gutters and downpipes
- floors
- window frames
- steps and stairs
- paths to the front door and one row of flagging around the building
- plastering inside and rendering outside
- walls
- kitchen and bathroom fixtures

Shared Areas

- Stairways, walkways, windows, doors and door-entry systems, lifts, shared television aerials, shared lighting, common rooms, paving, entrance halls and landings.

Services

- Electric wiring, electric sockets, light fittings, gas and water pipes, heating equipment (such as fires, radiators and storage heaters) and water heating equipment such as boilers and immersion heaters.

Maintenance

- We will decorate the outside of the property and any shared areas on a planned basis.
- We will maintain all fixtures and fittings unless they belong to you.
- We prioritise repair work according to the type of repair. You can find details in your 'Repairs Handbook'.

Section 7: Repairs (secure and introductory)

7.2 Repairs – Your Responsibilities

You are responsible for repairing, renewing or replacing any items that are damaged by you, your friends and relatives, pets or any other person living at or visiting the property, including children.

The repairs which you are responsible for include maintaining, repairing or replacing:

<ul style="list-style-type: none">• fuses• small cracks in plaster• re-securing loose fence boards, pales, wires, chain-link• plumbing to washing machines and dishwashers• any pipework, fixtures, fittings and appliances added by yourself	<ul style="list-style-type: none">• plugs for sinks, washbasins and baths• door chains and letter-boxes• interior decorations (for health and safety reasons you are not allowed to paint gas fires and boiler casings)• locks and glazing under certain conditions (please see Section 7.4)
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For a list of all the repairs that you have responsibility for please see the Repairs handbook or ask for further details

You are responsible for ensuring that only approved and authorised fuel is used on all domestic heating appliances in accordance with the Clean Air Acts 1993.

7.3 General Repairs that you must pay for

We have the right to repair and charge you for any damage caused by:

- unauthorised alterations
- a deliberate act of neglect by you or any person living at or visiting the property
- pets

Section 7: Repairs (secure and introductory)

7.4 Repairs to Doors and Windows that you must pay for

We will charge you if we have to gain access to the property or renew locks because you have:

- lost your keys
- locked yourself out by leaving your keys in the property
- refused us lawful access to the property and we have to force entry

We will also charge you for the following:

- Boarding-up and replacing doors and windows, unless the damage was caused as a result of criminal damage by someone who is not part of your household.
- The cost of dealing with repairs that we later find to be your own responsibility.

7.5 When you end your Tenancy, you will have to pay us if we do any of the following work for you:

- Remove any carpets left in the property.
- Remove any furniture or personal items left in the property.
- Remove any appliances including cookers, fridges, washers and dryers.
- Clear any items left in the grounds or shared areas.
- Repair or replace fixtures and fittings, which are not 'fair wear and tear'.
- Work to the gardens if they have not been maintained satisfactorily.
- Put right any of your own unauthorised or authorised improvements that do not meet current health and safety legislation or guidelines, or which have been poorly fitted.

Section 7: Repairs (secure and introductory)

7.6 Improvements and Alterations

You have the right to carry out improvements and alterations to the property **but you must get written permission from us first**. Please contact us for more information. You may also need other approvals, for example, planning and building regulations approval. Please ask us for advice.

Improvements and alterations include the following:

- Installing fitted kitchen units
- Fitting a bathroom suite or electric shower
- Replacing inside and outside doors
- Removing inside walls or building partition
- Building fireplaces or fire surrounds, including replacing or installing gas or electric fires
- Fitting wood panelling or cladding
- Fitting built-in wardrobes or cupboards
- Any electrical works, including putting up wall lights and ceiling lights
- Altering the central heating system, for example, pipework and radiators
- Fitting closed-circuit television systems (CCTV)
- Fitting security alarms
- Installing laminate flooring in a flat or maisonette

This is not a complete list so please check any alterations with us. When you apply to carry out an improvement or alteration we may need to get into your property so that we can decide whether you can go ahead.

If you have carried out unauthorised improvements to your property, we may ask you to restore the property to its original condition. You may have to pay for the cost of this work if we have to do it for you because you have not put the property back to its original condition.

7.7 Useful Information about Repairs

- You should not fit ceiling fans in rooms where there is also a gas fire fitted.
- If you have fitted anything that restricts access for any necessary work, it is your responsibility to remove it so people can get access to the job. For example, you may have to take up laminate flooring where people need to get under floorboards.
- If we carry out improvements to your home, we will make a reasonable effort to match up your existing decorations but we cannot accept liability if we fail to do so.
- You must not paint boiler casings, electric storage heaters, gas fires or heaters and pvc window frames.

Section 8: Your Responsibilities (secure and introductory)

8.1 Access

You must allow us and people we send to your home access to either inspect it or carry out repairs and improvements. Never let anyone in without seeing their official identification. (If you are in doubt, contact us during office hours and on the emergency number at other times – these numbers are in your Tenants' Handbook).

In emergencies, we may need to get into your home immediately. If you do not let us in, you could be placing both yourself and neighbours at risk. We can take legal action to enter your home and you may have to pay court costs. Whenever possible, we will try to give you 24 hours notice of our need to get into your property to carry out emergency repairs.

It is very important that you allow us into your home to service your gas appliances and carry out routine electrical inspections. We will give you reasonable notice. If you do not let us or our contractors in, we may take legal action to get into your home.

8.2 Hygiene and Decoration

You must keep the property clean, tidy, free from bad smells, rats, mice and other pests, and in good decorative order. If you do not, we will charge you for any work we need to do because of this, for example, removing rubbish. Or, we may take court action and recover our costs.

8.3 Aerials

You must not put up a Citizens Band Radio aerial, satellite dish or similar item (excluding TV and radio aerials) unless you have our written permission.

8.4 Insurance

We are responsible for insuring the structure of the building. You are responsible for insuring the contents, for example, your personal belongings and those of your family. You should take out separate third-party and contents insurance. We can provide details of a low cost insurance scheme, please contact us for more details.

8.5 Periods Away From Home

You must write and tell us if you are going to be away from the property for more than 28 days or if the property is unoccupied regularly during the week, for example, because you work away from home.

Section 8: Your Responsibilities (secure and introductory)

8.6 Main Home

You must live in the property as your only or main home. If you do not, you will lose your security of tenure and we may be entitled to regain possession.

8.7 Reporting Repairs

You must report faults and any repairs that are needed when they happen. This includes any problems with other tenants' homes that are causing damage to your home.

8.8 Gardens

You must keep all your garden areas neat and tidy – lawns must be cut and hedges trimmed. If the garden is overgrown and there is not a good reason why you have not maintained it, we may do the work and charge you for it. Or, we may take court action against you and recover our costs.

You must not store rubbish, furniture or household appliances in the garden area. We will give you seven days' notice to remove the items, and if you do not remove them we may do it for you and charge you. Or, we may take court action against you and recover our costs.

8.9 Fences, Hedges and Trees

You must not remove, alter, replace or plant any hedge or tree, or put up a fence, without getting our written permission. Hedges should not be more than two metres high. Fences should not be more than one metre high at the front and two metres high at the back.

8.10 Garages, Sheds, Greenhouses and Other Structures

You must not build or put up any garage, shed, greenhouse or similar structure unless you have our written permission.

8.11 Dangerous items

You must not leave any dangerous items eg. used syringes in areas where local people or visitors to your property may come in contact with them. Dispose of used syringes safely.

Section 8: Your Responsibilities (secure and introductory)

8.12 Shared Areas

You must keep all shared stores, stairways, halls and landings clean and free from obstruction. Do not leave any personal belongings or rubbish in these areas. You must not use these areas for storage. We will remove anything you leave in these areas and charge you for doing this. Or, we may take court action against you and recover our costs.

You must make sure that all front and back shared doors are kept closed and secure at all times for the safety and security of all residents.

You must not interfere with or alter lighting or other equipment in any shared area or lift.

8.13 Vehicles

You, or anyone living with you or visiting you, must not do any of the following.

- Park any vehicle anywhere on the property unless the property has an approved hardstanding with a dropped kerb. (Please contact us for more details if you want to build a hardstanding).
- Park any motor home, caravan, boat or trailer at the property unless you have our written permission.
- Park any vehicle over 1.5 tonnes in weight at the property or on any land owned by us.
- Park any vehicle on grassed areas, including grass verges.
- Receive payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
- Carry out major repairs to any vehicle at the property.
- Park any vehicle, which is illegal or not roadworthy on any land belonging to us. We will ask you to remove it within seven days of us giving you notice. If you do not remove it, we may remove the vehicle and charge you. Or, we may take court action against you and recover our costs.
- Keep motorbikes or any petrol driven motor inside the property or in shared areas.
- Park vehicles which cause an obstruction to other road users, including emergency services vehicles.

8.14 Business

You must not use the property for running either a trade or business without having our written permission and applying for and receiving Planning Permission from the Council.

Section 8: Your Responsibilities (secure and introductory)

8.15 Inflammable Materials

You must not keep any dangerous materials, bottled gas, paraffin and petrol at the property (except for a small amount to use in lawnmowers or similar garden tools, which must be stored in a proper container and secured in a shed or similar structure).

You must not use portable gas heaters at the property without our written permission.

8.16 Pets

You may keep only domesticated pets at the property, eg: dogs, cats, caged birds, hamsters, rabbits or fish and may only keep a reasonable number of such pets.

You must not keep any animal which we feel is unsuitable, this includes:

- Dangerous Dogs (as classified under the Dangerous Dogs Act 1991)
- All wild animals
- All poisonous insects and spiders
- All poisonous snakes and snakes longer than 60 centimetres
- All poisonous fish, crocodiles and alligators
- All livestock such as horses, sheep, cattle and fowl

Please contact us if you are not sure whether an animal is unsuitable.

If you want to breed animals or birds at the property you must have our written permission.

If you want to keep an animal in a flat you must have our written permission.

If you want to build an aviary you must have our written permission.

If you want to keep pigeons in a pigeon loft, you must get our written permission. If we give you our permission, we have set conditions that you must keep to. If you do not keep to the conditions, or the pigeons cause a nuisance, we will take away our permission.

Any animal you keep at the property must be kept under proper control at all times.

You must not allow an animal you keep at the property to cause a nuisance to anyone in the local area, including our employees, agents and contractors.

You must not allow your animals to foul inside your property or communal areas. If you exercise your pet in your garden or in the local area, you must remove and dispose of any waste produced by the pet.

Section 9: Anti-Social Behaviour and Neighbour Nuisance (secure and introductory)

9.1 What we will do

We will try to make sure that you can enjoy your property and do not have to put up with your neighbours or their visitors causing problems of neighbour nuisance in the local area.

If you report anti-social behaviour, we will give you help and advice. We will investigate your complaint, keep you up-to-date with progress and take action to tackle the problem.

We may suggest in some circumstances that you meet our mediators who will help you and your neighbour find a solution to the problem.

Your responsibility

You are responsible for:

- Your own behaviour
- The behaviour of all people living with you
- The behaviour of all visitors
- Pets

A good neighbour should tolerate and understand the different lifestyles of others.

9.2 Legal Action

We may take legal action against you if you (or anyone living with you or visiting you) cause harassment or victimisation, or break any condition of this Tenancy Agreement.

We may take legal action against you if you (or anyone living with you or visiting you) use the property for dealing in drugs or any other controlled substance.

We may also take legal action if you (or anyone living with you or visiting you) cause nuisance and annoyance to neighbours or use the property for immoral or illegal purposes. This includes misusing drugs or alcohol.

Section 9: Anti-Social Behaviour and Neighbour Nuisance (secure and introductory)

9.3 You are responsible for the actions of anyone residing in or visiting the property, therefore you must ensure that:

- You or a person residing in or visiting the property does not cause nuisance, harassment, danger or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, in particular on the grounds of race, gender, sexual orientation, religious or political belief, age or disability.
- You or a person residing in or visiting the property does not commit an arrestable offence in or in the local area.
- No violence, danger, nuisance or verbal abuse is caused or threatened by you to any Officer or Member of the Council either in the offices or elsewhere.

You must not commit anti-social behaviour or allow anyone in your household or visitors to your home to commit anti-social behaviour in the local area.

Examples of nuisance and anti-social behaviour include the following:

You, or people living in or visiting the property, must not, whilst at the property:

- Play loud music
- Use foul and abusive language or shout
- Allow dogs to bark, foul in the local area and roam around on their own
- Slam or bang doors
- Threaten or use violence
- Deal in drugs
- Play ball games close to a neighbour's home in a public area causing a deliberate nuisance
- Dump rubbish in the local area
- Use or carry offensive weapons in the local area
- Cause damage to property
- Spray or write graffiti
- Carry out major repairs to cars
- Throw items out of windows

- Cause nuisance as a result of misusing alcohol or drugs
- Damage or threaten to damage another person's home or belongings
- Carry out DIY (home maintenance) and housekeeping activities at unreasonable times
- Carry out any act that interferes with the peace or comfort of another person, or which inconveniences another person
- You must not harass or use mental, emotional or sexual abuse to make anyone who lives with you leave the property

9.4 You must not inflict domestic violence or threaten violence against any other person (either living with you or in another council home). Evidence of domestic violence does not rely on a criminal charge and we may take legal action based on evidence from the victim or other witnesses.

9.5 You must not be (and must not allow others living in or using the property to be) abusive or threatening towards any people who work for us or on our behalf.

9.6 You must not allow any use of the property for immoral or illegal purposes.

I/We agree to accept the tenancy of:

on the terms and conditions set out in this Agreement.

I/We acknowledge receipt of all keys for the property and agree to return all the keys when the tenancy ends.

I/We acknowledge receipt of a copy of this Agreement

My rights and responsibilities as a Council Tenant of Bassetlaw District Council, including breaches of my Tenancy Agreement, have been explained in detail. I fully understand what will happen if a breach of tenancy conditions occur.

SIGNED _____ DATE _____

SIGNED _____ DATE _____

SIGNED _____ DATE _____

On behalf of A1 Housing Bassetlaw Ltd
Authorised agent of Bassetlaw District Council