

Your Tenancy Conditions



YOU AND YOUR HOME



If English is not your first language and you would like a translation or audio tape of this information we can get one for you. This information is also available in Braille or large print and we subscribe to Language Line. Please contact the Community Involvement Team on freephone 0800 408 0000 or email communityinvolvement@cheltborohomes.org

Gujarati

જો ઈંગ્લિશ તમારી પ્રથમ ભાષા ન હોય અને તમને આ માહિતીનો સરજૂથો કે ટ્રેન્સલેશન અથવા ઓડિયો કેસેટ ખરીદવાની હોય તો અમે તમારે માટે મેળવી આપી શકીએ. આ માહિતી અંદરિયો (બ્રેઇલ) અથવા મોટા છાપેલા અક્ષરોમાં પણ મુલતી રહે છે. અમે અમે વેબસાઇટ વાઠનને સવાજમ ભરીએ છીએ. કૃપા કરી કમ્યુનિટી ઇન્વોલ્વમેન્ટ ટીમનો સંપર્ક ફોન 0800 408 0000 ઉપર કરો અથવા ઈમેઇલ કરો communityinvolvement@cheltborohomes.org

Portuguese

Se o inglês não é a sua primeira língua, e se desejar uma tradução ou cassete áudio com esta informação, podemos fornecer-lá. Esta informação também está disponível em Braille ou num formato de impressão maior, e estamos registados com o serviço de interpretação LanguageLine. Queira contactar a Equipa de Envolvimento da Comunidade (Community Involvement Team) através do telefone gratuito 0800 408 0000, ou envie um e-mail para communityinvolvement@cheltborohomes.org

Turkish

İngilizce anadiliniz değilse ve bu bilginin tercümesini veya ses kasetini isterseniz, sizin için bir nüsha edinebiliriz. Bu bilgi aynı zamanda görmeyenler için Braille ile ya da büyük puntolarla bulunmakta olup, biz Lisan Hattı (LanguageLine) hizmetinden yararlanmaktayız. Lütfen Toplum Katılımı Ekibi ile ücretsiz telefon numarası 0800 408 0000'dan veya email ile iletişimi kurun: communityinvolvement@cheltborohomes.org

Bengali

যদি ইংরেজী ভাষা আপনার মাতৃভাষা না হয় এবং এই তথ্যের অনুবাদ অথবা অডিও টেপ চান তাহলে সেটির ব্যবস্থা আমরা করতে পারবো। প্রিন্ট অথবা বড়ো ছাপার অক্ষরও এই কথা পাওয়া যায় এবং আমরা লাতিনময়াজ ভাষীনের প্রাক্কর ক্রীটফোন 0800 408 0000-তে অথবা communityinvolvement@cheltborohomes.org-এ ই-মেইলে যত্ন সহকারে কমিউনিটি ইনভলভমেন্ট টিমকে যোগাযোগ করুন।

Polish

Jeżeli angielski nie jest twoim pierwszym językiem i jeżeli chciał(a)byś otrzymać polskie tłumaczenie tej informacji lub nagranie na kasecie możemy to dla ciebie zrobić. Informacja ta jest również dostępna w alfabecie Braille'a lub napisana większym drukiem. My również korzystamy z usług tłumaczy z Language Line. Prosimy skontaktować się z biurem Community Involvement Team, darmowy numer telefonu 0800 408 0000 lub przesłać email do communityinvolvement@cheltborohomes.org

Cantonese

若英語不是你的母語，且你想要這份資訊的譯文或錄音帶，我們可以提供。我們還向語言服務機構 LanguageLine 訂購了官文版和大字體版。如有需要，請聯絡社區參與團隊 (Community Involvement Team)。免費電話 0800 408 0000，電子郵件 communityinvolvement@cheltborohomes.org

Secure Tenancy

Cheltenham Borough Council set up Cheltenham Borough Homes (CBH) as an Arms Length Management Organisation. This means that CBH is fully owned by the Council but operates independently.

CBH manage the Council's homes and tenancies on behalf of the Council.

The conditions of tenancy set out the agreement between you as the tenant and the Council as the landlord. They are the written down rules of what you must do as a tenant, and how you agree to manage your tenancy, and also describes what Cheltenham Borough Council and Cheltenham Borough Homes will do to help you maintain your tenancy.

If there is anything in this agreement you do not understand, you should contact your local housing office or you can get independent advice from a solicitor, a law centre or the Citizens Advice Bureau

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Section 1

1 About Your tenancy

- 1.1. The tenancy is a weekly Secure Tenancy.
- 1.2 Your Tenancy Agreement is a legal contract that sets out the rights and responsibilities of the Council and of you, the tenant.
- 1.3 You may remain the tenant of your home for as long as you want unless you:
 - abandon it
 - move out or no longer use it as your only or principal home (in which case we may terminate the tenancy by giving at least four weeks written Notice to Quit) *or*
 - are ordered to leave your home by a Court.
- 1.4 There are special circumstances where the Council may go to Court to get an Order telling you to leave your home because either work needs to be done to it or there is a proposed redevelopment of the area in which your home is located. If this happens, you will be offered suitable alternative accommodation. You may be entitled to compensation and/or help with the costs of moving.

- 1.5 The Council may vary the terms of your tenancy, including rent and other charges, by giving you not less than four weeks written notice. Before we do this, except for rent or other charges, the Council or CBH will consult you and invite your comments on the proposed changes.
- 1.6 Any notice or other document that the Council serves on you may be served by
 - giving it to you personally
 - by sending it by post to you at your home (in which case it is assumed you got it on the next normal delivery day after posting in the case of first class mail and the 2nd next normal delivery day after posting in the case of second class mail) or
 - by leaving the notice or document at your home (in which case it is assumed you got it on that day).
- 1.7 The information you provide to the Council or Cheltenham Borough Homes may be shared between the Council, Cheltenham Borough Homes and amongst Council or CBH departments in order to provide services to you. We may also disclose your personal information to other central and local government departments, where we are required to do so by law or it is necessary to do so for the prevention of crime or antisocial behavior.
- 1.8 If your home is part of a sheltered housing scheme, you will receive extra support services from the Council as part of your tenancy. The cost of these support services will be shown as separate from your rent account. You must still pay the support charge along with your rent even if you choose not to use the services available.

Section 2

2 Occupying your Property Your Rights and Responsibilities

- 2.1 You must live in the property as your main home.
- 2.2 You have the right to assign your tenancy in certain circumstances although generally it is prohibited. Please refer to Section 6 in 'You and CBH' in your Tenant's Handbook for further information or speak to your local area offices who can offer you further advice.
- 2.3 You have the right to sublet a part (but not the whole) of your property with the Council's prior written consent. Please refer to Section 6 in 'You and CBH' in your Tenant's Handbook.

- 2.4 You must tell the Council if you will be away from home for more than 4 weeks and make arrangements for any mail/documents that may be delivered to your home whilst you are away to come to your prompt attention.
- 2.5 It is **your** responsibility to take out household insurance. This should include insurance to cover you for causing damage to other people's property, say through the escape of water from a washing machine. The Council will not be liable in such cases. You may wish to seek independent advice from an insurance provider. You should also ensure that you have cover for damage to your own property (for instance, in the event that it might be flooded in heavy periods of rain.)
- 2.7 In certain circumstances a Secure Tenancy carries Succession Rights in the events of the Tenant's death. The rules regarding this are complex, for further information please see Section 6 in 'You and CBH' in the Tenant's Handbook.
- 2.8 As a Secure Tenant, and if you meet the qualifying conditions, you may have a statutory Right to Buy your home, either as Freehold or as a Leasehold. Full details of the Right to Buy are available in Section 4 in 'You and Your Home of the Tenant's Handbook.
- 2.9 As a Secure Tenant, and if you meet the qualifying conditions, you may have a statutory right to exchange your tenancy with another qualifying tenant, but you must have the Council's agreement in writing first. Full details of the Right to Exchange are available in Section 3 in 'You and Your Home' of the Tenant's Handbook.
- 2.10 If you wish to complain we will deal with your complaints effectively and efficiently. Information on Complaints, Comments and Compliments is included in the Tenant's Handbook in Section 3 of 'You and CBH'
- 2.11 You can apply for a Transfer to another Council property. An offer of a transfer depends on the urgency of your re-housing need and suitable accommodation being available. Any transfer will be treated as an application for accommodation and will be considered in accordance with the housing allocation policy.
- 2.12 You have the right to take in lodgers to your property. Please refer to Section 6 in 'You and CBH' in the Tenant's Handbook or your local housing office for further information.

Section 3

3 Your Rent

Your Rights and Responsibilities

- 3.1 You must pay your rent every week in advance or, if you prefer, fortnightly or monthly in advance. There are occasional rent free weeks when no rent is due. On each occasion, if you are in arrears you must continue to make your normally required payment in these weeks to reduce your arrears.
- 3.2 If you receive services on your estate including gardening and cleaning, you will have to pay additional charges to cover the costs. These charges are called Service Charges and are paid with your rent.
- 3.3 If you are joint tenants you are each responsible for all of the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant. If one joint tenant leaves, both tenant or tenants is/are responsible for the rent.
- 3.4 If you do not pay your rent or any other charges made under you tenancy agreement i.e. service charges, rechargeable works, the Council can go to Court to get permission to evict you from your home. If you have any difficulty in paying your rent you must contact Cheltenham Borough Homes.

Section 4

4 Repairs, maintenance and works to your home and communal areas

Your Rights and Responsibilities

- 4.1 In some cases you may have the legal right to get a repair done. Please refer to Section 7 'Repairs' in the Tenant's Handbook or ask your local housing office for more information.
- 4.2 You must look after your home. You must also take care with all parts of the communal areas and facilities that you use.
- 4.3 You are entitled to make improvements in your home. You must obtain the Council's prior written consent before you do any work like

this. Consent will not be unreasonably withheld. Any improvements must be done to a professional standard and comply with all relevant regulations including Planning and Building Regulations. You are responsible for ensuring that safety certificates are obtained in respect of any works.

- 4.4 You must not make any alterations or additions to your home, its communal areas or any fixtures or fittings without the prior written consent of the Council. Such consent will not unreasonably be withheld.
- 4.5 You must not remove walls or fences or take down any other part of your home or surroundings without the prior written consent of the Council. Such consent will not be unreasonably withheld.
- 4.6 You must not alter any existing services such as water, gas or electricity supplies to your home without the prior written consent of the Council. Such consent will not be unreasonably withheld.
- 4.7 You must not put up any structures such as aerials, satellite dishes, sheds, garages or greenhouses without the prior written consent of the Council. Such consent will not be unreasonably withheld.
- 4.8 If you make any alterations, additions or improvements to your home, communal areas or any fixtures and fittings without the prior written consent of the Council, you may be required to return the property to how it was before. If you do not return it to a reasonable standard, the Council may do the work and the costs of the work will be recovered from you.
- 4.9 You are responsible for replacing or paying for the repair of any items that are damaged deliberately or through neglect (e.g. if you fail to report a leaking pipe or you undertake poor standard "do it yourself" work).
- 4.10 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines.
- 4.11 You must inform Cheltenham Borough Homes promptly as soon as you notice any problems which are the Council's responsibility to deal with.
- 4.12 If you or your visitors damage your home or fail to tell us about a problem which causes damage, you will have to put the damage right or pay for us to put it right.

The Council's Responsibilities

- 4.13 The Council will carry out those repairs which the law says it must do. It will also carry out other repairs which it is policy to do. These are set out in Section 7 'Repairs' the Tenant's Handbook.

4.14 The Council will **not** be responsible:

4.14.1 for carrying out works or repairs which result from a failure to act in a sensible and reasonable way, a deliberate act of damage or neglect by the tenant or visitors to the tenant,

4.14.2 for repairing or rebuilding the property if it is subject to major damage such as from fire or flood or

4.14.3 for repairs or maintenance to anything the tenant is entitled to remove from the premises.

4.15 When the Council needs to undertake repairs, improvements or routine inspections including gas safety inspections you must allow Council workers, including people sent by the Council into your home to inspect or carry out works. You must also allow the Council or people sent by the Council access to allow cables, drains, poles or other fixtures to be laid within your home or its surroundings.

4.16 The Council will normally give at least 24 hours notice of intention to visit your home. In the case of an emergency, however we may need to gain access immediately. If you do not allow the Council or other agreed contractors access to your home this may put you and your neighbours at risk and the Council will seek a Court order to gain access to your home. The Council may seek the cost of putting right any damage caused.

Section 5

5 Community Responsibilities

Your Rights and Responsibilities

5.1 The Council actively encourages tenants to be involved in the management of the Council's housing and wants all tenants to be affiliated to their local Tenants and Residents Association. Unless you notify us in writing that you do not want to be affiliated to your local association, the Council will arrange this on your behalf.

5.2 You have the right to set up and join a Tenant's group

5.3 You have the right to be consulted on changes that effect the management of your home.

- 5.4 You must keep your home and communal areas including shared balconies and stairways clean, tidy and free from obstruction. You must not store any items (including prams, bicycles, mopeds, motor scooters or motorcycles) or any rubbish in any communal areas including balconies and stairways.
- 5.5 You must not use any electrical outlets or sockets in communal areas.
- 5.6 Neither you nor anyone living with you or visiting the property are allowed to smoke in any enclosed communal areas. If you or your visitors smoke in any outside communal areas, you must not leave behind any cigarette ends or other litter.
- 5.7 You must keep the area around the premises, including any garden or communal areas, tidy. If you have a garden, you must keep the lawn mown and the hedges trimmed and not allow your garden to become overgrown.
- 5.8 You must ensure that all rubbish is disposed of properly. If your garden is overgrown or has rubbish or other unsightly item(s) in it or you or your visitors are responsible for leaving rubbish or other unsightly item(s) in any communal areas serving the premises, the Council may arrange to clear it and charge you for the cost of removing items.
- 5.9 You must not store inflammable, explosive or poisonous material in your home, your garden, any garage, shed, greenhouse or communal areas other than those for general domestic household use.
- 5.10 You must have the prior written consent of the Council before you park any car, caravans, boat or trailer outside of your home (excluding vehicles parked lawfully on the highway). Any caravan, boat or trailer must be parked on an approved hard standing. Once you have obtained written consent you will be required to keep the vehicle neat and tidy, and in a state of good repair. You will also need to ensure that the vehicle is not lived in when parked outside of your home. Any vehicle will be treated as if it is part of your home.
- 5.11 You must not, without the prior written consent of the Council carry on any profession, business or trade from the premises, nor sell, hire or exhibit goods or advertisements. Such consent will not be unreasonably withheld.
- 5.12 You (or anyone living with you or visiting the property) must not allow the premises to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.

Section 6

6 Anti Social Behaviour and Harassment

Your Rights and Responsibilities

6.1 The provisions of this part apply both during your tenancy and after it has ended if you continue to reside in the property.

In this agreement anti social behaviour includes but is not limited to the following:

- Shouting or persistent arguing
 - Playing loud music or making other loud noise
 - Banging or slamming doors
 - Trespass into a neighbour's property
 - Throwing things out of windows or off balconies
 - Riding motorcycles, trial or quad bikes anywhere other than the public highway or other designated areas
 - Being drunk and disorderly in public
 - Skateboarding and cycling on footpaths and balconies
 - Breaking shared security, for example allowing strangers to get into the building
 - Writing graffiti
 - Urinating in public, including in communal areas
 - park vehicles on grass verges or other areas not designed for parking
- 6.2 You are responsible for the behaviour of yourself and every person (including children) living in or visiting your home. You are responsible for them in your home, in communal areas and in the locality of your home.
- 6.3 You must ensure that you or any person living at the premises, either permanently or temporarily, and any visitor to the premises do not act in an unreasonable manner or do anything that is capable of causing a nuisance, annoyance, harassment or offence to: -
- other tenants of the Council or their family, lodgers or visitors;
 - Cheltenham Borough Homes' Officers or Board members to Cheltenham Borough Homes;
 - Any person engaged by the Council or Cheltenham Borough Homes to undertake works
 - Council Officers or Councillors of the Council; and
 - your neighbours or those living, working or engaged in lawful activity in the locality of the premises.

6.4 You must not cause damage to any property or possessions belonging to:-

- the Council or its tenants, their families, lodgers;
- Council Officers or Councillors of the Council;
- your neighbours or those living in the locality of the premises.
- Cheltenham Borough Homes' Officers or Board Members to Cheltenham Borough Homes;
- Any person engaged by the Council or Cheltenham Borough Homes to undertake works

The costs of any repairs or works will be recovered from you and if you fail to pay, the costs of works undertaken by the Council may be treated as a breach of your tenancy conditions.

6.5 You must not use the premises, or allow or tolerate them to be used, for an immoral or illegal purpose; "immoral or illegal purposes" includes but is not limited to:

- using the premises for prostitution;
- using the premises for selling or dealing in controlled drugs or for controlled drug use;
- using the premises for the handling or storage of stolen or counterfeit goods;
- commit any breach of the Council's bye-laws;
- do anything which reduces, or may reduce, the efficiency or effectiveness of any security equipment or apparatus, whether provided by the council or others;
- storing unlicensed firearms or illegal weapons including any replica weapons
- supplying pornography

6.6 The above clauses apply (amongst other things) to acts of discrimination, intimidation or harassment on any grounds including race, sex, sexual orientation, religious beliefs, age or disability.

6.7 You (or anyone living with you or visiting the property) must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against any other person (they could be living with you or in any other Council home in the locality). If you do (or anyone living with you or visiting the property), the Council will treat this as a breach of your tenancy conditions.

6.8 Any pet you keep must be kept under proper control and must not cause or behave in a way capable of causing a nuisance, annoyance or danger to neighbours or any person in the locality of your home.

6.9 If you have a pet, you must ensure that keeping pets does not cause damage to your home. If you have a pet, you must ensure it is kept in

a hygienic manner. You must also ensure that if and when you leave your property you clean up after your pet.

- 6.10 If you have a dog, you must keep it under control at all times, including when it is outside. You must not allow your dog to foul in public areas in the neighbourhood or locality of the premises and you must pick up any excrement it may leave and dispose of it in a hygienic manner.
- 6.11 You (or anyone living with you or visiting the property) must not undertake car repairs in a manner which causes a nuisance to your neighbours or park an unroadworthy vehicle on the land around your home, or on roads within the locality of your home. This also includes communal parking areas.

Section 7

7 Leaving your property

Your Rights and Responsibilities

- 7.1 If you want to end your tenancy you must send a letter to Cheltenham Borough Homes. You must make sure this letter reaches them at least four weeks before the Monday when you intend to leave.

You should send your letter to :

Cheltenham Borough Homes,
Coronation Square area office
Edinburgh Place
Cheltenham
GLOS
GL51 7SA.

We may contact you in the future and advise you of a different address to write to if you wish to end your tenancy. If the address changes you will be informed in writing.

Any correspondence must be marked for the attention of the Empty Homes Team. You must return all keys to your property to CBH by 12 noon on the Monday morning. Failure to return your keys will result in extra rent being charged.

- 7.2 During the last four weeks of the tenancy, the Council may show prospective tenants around the premises or pre inspect the premises and you must provide access for this on 24 hours written or verbal notice from the Council.
- 7.3 You must leave your home, garden, fixtures and fittings in reasonable condition when you leave.

- 7.4 At the end of your tenancy, you must ensure that the premises, any outbuildings and the garden are left clean, tidy and free of all rubbish and other articles.
- 7.5 If when you leave your home you do not leave your home, garden, fixtures and fittings in a clean, tidy, free from rubbish, in a reasonable state of repair and/or reasonable condition, the Council may undertake works to put your home back to a reasonable condition and recover the costs of the works from you.
- 7.6 Any personal items that are left in your home at the end of your tenancy will be removed and disposed of by the Council. The Council will store any items, if it is reasonable to do so, for a period of 28 days. If the items remain unclaimed, the items will be disposed of. You will be liable for the cost of removal and storage of any items and the cost of this will be deducted from the proceeds of sale if any of the goods are sold. The Council may also use the proceeds from any sale to off set any arrears or debts you have with the Council.
- 7.7 You may be entitled to compensation for improvement work that you have undertaken at your property. Please refer to Section 6 'Property Maintenance' of the Tenant's Handbook or ask at your local Housing Office for further information.

It is important for every tenant to understand that the Conditions of Tenancy must be adhered to at all times. Failure to maintain the terms and conditions of this agreement may result in legal action being taken against you to recover your home.

If you wish for further information or advice about these Terms and Conditions, you can seek independent legal advice from

Cheltenham Citizens Advice Bureau (CAB)
6 St James Square
Cheltenham
Gloucestershire
GL50 3PA