

Introductory Tenancy Agreement

Revised 2026



Contents

Tenancy Agreement

Introduction	3
Disclosure of Information	4
Right to Complain	4
Definitions	5

The Landlord's Responsibilities

Rent and Service Charges	8
Repairs, Improvements and Maintenance	9
Access	9
Communal Facilities	9
Trees	10
Consultation	10

The Tenant's Rights and Responsibilities

Occupation	11
Duty to Inform	11
Rent and Service Charges	12
Properties Connected to District or Communal Heat Network	13
Repairs, Improvements and Maintenance	13
Access	16
Health and Safety Inspections	16
Essential Works and Moving into Temporary Accommodation	17
Aerials and Satellite Dishes	18
Security Devices	18
Wiring	18
Anti-Social Behaviour	19
Noise	19

Drugs and Drug Dealing	19
Gang Membership	20
Domestic Abuse	20
Criminal Purposes	21
Gardens and Trees	21
Use of the Dwelling	21
Hoarding and Property Neglect	22
Vermin and Pests	22
Ventilation	23
Laminate Flooring	23
Building Safety	24
Assignment	24
Subletting	24
Lodgers and Maximum Occupancy	25
Vehicles and Parking	25
Animals and Pets	26
Tenancy Fraud	27
Changes to your Tenancy	28
Right to Buy	28
Succession	29
General Legal	30
Conversion to Secure Tenancy	30
Absolute Ground for Possession	31
Terminating the Tenancy	32
Service of Notices	33
Tenancy Agreement Signatures Tenants Copy	34
Tenancy Agreement Signatures Council/Agents Copy	36

Tenancy Agreement

This is a very important document. Please read it carefully. It is the legal contract between you and the Wolverhampton City Council. It sets out the rights and responsibilities you have as a tenant and the responsibilities we have as your landlord. You should get professional independent advice if there is anything in this document that you do not understand.

Introduction

This document is a tenancy agreement between Wolverhampton City Council, represented by their managing agents and the tenant(s) whose signature(s) appear at the end of this agreement. It states the obligations of the tenant(s) and the Council and/or its agent(s) throughout the tenancy.

This tenancy is an Introductory Tenancy for twelve months from the date of this agreement after which the tenancy becomes secure unless we have begun proceedings in the courts for possession of the dwelling.

For more information, please contact your managing agent.

Name and address of landlord

Wolverhampton City Council

Civic Centre, St. Peter's Square, Wolverhampton, WV1 1RB

Name and address of managing agents

Bushbury Hill Estate Management Board

The Management Centre, 14 Kempthorne Avenue, Low Hill, Wolverhampton, WV10 9JG

Tel: 01902 552992 **Email: info@bushburyhill.org**

Web: www.bushburyhill.co.uk

Dovecotes Tenant Management Organisation

86 Ryefield, Pendeford, Wolverhampton, WV8 1UD

Tel: 01902 552780 **Email: generalenquiries@dovecotes.com**

Web: www.dovecotestmo.com

New Park Village Tenant Management Co-operative

12 Valley Road, New Park Village, Wolverhampton, WV10 0NZ

Tel: 01902 552670 **Email: newparkvillage2@wolverhampton.gov.uk**

Web: www.npv.org.uk

Wolverhampton Homes

Alfred Squire Road, Wednesfield, Wolverhampton, WV11 1XU

Tel: 01902 556789 **Email: homes.direct@wolverhamptonhomes.org.uk**

Web: www.wolverhamptonhomes.org.uk

Disclosure of Information

The Council, its agents and authorised contractors are under a duty to protect public funds and may use information or photographs held by us or provided by you for the prevention and detection of fraud. The council may also use technology to monitor the condition of the property and any related personal information generated will only be shared in accordance with UK Data Protection laws for the purpose of delivering good homes and maintaining healthy, inclusive communities. This information may also be shared with other bodies for these purposes and also for the administration and collection of taxes and charges and for performing other statutory enforcement duties. By signing this Agreement you consent to the disclosure of such information.

Right to Complain

If you feel we have not kept to the terms of this agreement you can use our complaints procedure to tell us. You can also take advice from a Citizen's Advice Bureau, law centre or solicitor or you can contact the Independent Housing Ombudsman Service. The complaints procedure does not form part of this agreement.

For more information, please contact your managing agent.

Definitions

Access	Allow access to the Landlord and its contractors and allow reasonable space as may be required to undertake any inspections or repairs.
Animal/Pet	Any animal or pet including, but not limited to, mammals, birds, insects, reptiles, spiders and fish. A domestic or tamed animal kept for companionship or pleasure.
Assignment	The transfer of any right held in the Property to another in the circumstances permitted by the clauses within this tenancy agreement.
Authorised Contractors	Any company or persons appointed by the Council or its managing agents to carry out repair works (including in emergency circumstances), improvements or any other tasks we deem necessary.
Communal Areas	<i>Includes:</i> stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas in the neighbourhood and around the property.
Council	Wolverhampton City Council.
Demotion of Tenancy	A secure tenancy which has been demoted following a Court Order as a result of anti-social behaviour, unlawful use of the property and/or repeatedly breaching the tenancy agreement, with loss of rights including Right to Buy and Right to Exchange.
Dwelling	This is the Property indicated on the last page of this document and includes the accommodation occupied and any garden, garage, shed, outbuilding, or land within the boundary, which is defined by perimeter walls, railings, gates, hedges, trees and fencing.
Emergency Services	The police, the fire brigade and the ambulance service.
Fair Wear and Tear	This is damage that naturally and inevitably occurs as a result of normal wear, use or ageing.
Flat/Bedsit/Maisonette	A home which forms part of a larger building.
Interpretation	All references in this Agreement to the singular are to be read to include the plural, where applicable, and any references to gender are to be read to include both genders and the neuter.

Introductory Period	This is the period for which your tenancy shall be an introductory tenancy. This is one year from when your tenancy commences. This period can be extended by a further six months by us.
Jointly and Severally	Any one or all of the joint tenants individually are responsible for the rent and all other charges.
Landlord	Wolverhampton City Council or one of its managing agents.
Lodger	A person who occupies a rented room in another's property.
Managing Agent	These are any of the organisations listed above (see page 3) which manage the Council's housing stock.
Mutual Exchange	To swap your home with another tenant with permission from the Council.
Neighbourhood	The whole of the estate or area the property is in, including privately owned or housing association properties.
Neighbours	Your neighbours include everyone living in the local area, including people who own their homes, our tenants, tenants of other Landlords and their families and visitors.
Occupancy Right	If a relationship breaks down, neither party can force the other tenant to leave as they still have the right to live in the family home. The only way one of the tenants can be made to leave is by a court order.
Permitted Number	The permitted number of occupants for the dwelling, as stated in your tenancy agreement.
Property	Building or part of a building indicated on the last part of this document which you occupy under this agreement.
Service Charge	A service charge is a charge made by us towards the costs of providing and maintaining services and benefits to tenants beyond the occupation of the dwelling. Examples of service charges could include but are not restricted to: provision of furniture, communal cleaning, concierge services, maintenance, servicing, improvement and replacement of heating systems, digital TV, fencing improvements and caretaking services.

Sublet	This is when you part with possession of the Property and give (or allow someone else to have) possession of the whole or part of the property. Usually (but not always) this is in exchange for rent, money or some other benefit.
Succession	The process whereby a spouse, civil partner or other family member becomes the new tenant following the death of the original tenant in the circumstances specified in Clauses 122-124.
Tenant	Applies to both single and joint tenants equally. If the tenancy is a joint tenancy, then you are both jointly and severally responsible for complying with all of the obligations of this tenancy agreement.
We/Us/Our	This means the Council, any of its managing agents or its authorised contractors.
You/Your	This means the tenant or tenants who have signed this agreement and are bound by its terms.

The Landlord's Responsibilities

- 1) The Tenancy will commence at 12 noon on the agreed date and the first period shall end at noon on the first Monday after this day. After this time, the tenancy shall be a weekly period tenancy with the first full weekly period beginning at 12 noon on this Monday and will thereafter end at 12 noon on each following Monday.
- 2) We will ensure that you have the right to occupy (unless otherwise stated) the dwelling so long as it is your only or principal home and no other tenancy obligation has been broken.

Rent and Service Charges

- 3) All amounts due by you will be clearly shown on your rent statement and rent increase letter which may include rent, service charges and other monies due. If you are a joint tenant, you are jointly and severally responsible for paying all the rent and all other charges for the property when they are due.
- 4) If you receive Housing Benefit or Universal Credit and your circumstances change, you must contact the Housing Benefit /Universal Credit Service immediately as these changes may affect your entitlement to benefit and, as a result, the amount of rent you have to pay.
- 5) We will review rent and service charges payable on the dwelling on an annual basis and/or if the Dwelling is improved or adapted. We will notify you of any changes in rent or service charges or other charges in writing at least four weeks in advance.
- 6) We will apply any monies outstanding from any previous tenancy to the rent account of this agreement.
- 7) We reserve the right to introduce other relevant service charges following a consultation process.
- 8) If your tenancy is an affordable rent tenancy, your rent will be set in accordance with government guidance and requirements for Affordable Rent setting.

For more information, please contact your managing agent.

Repairs, Improvements and Maintenance

- 9) We will carry out all repairs covered by repair legislation within prescribed timescales.
- 10) We reserve the right to charge you, for the cost of attending a property to complete repairs, when upon arrival at the agreed specified time there is no access to the dwelling.
- 11) We will maintain the structure and exterior of the Dwelling, excluding gardens, structures or installations you have installed. We reserve the right to charge a Service Charge for improving and or replacing fencing that is your responsibility to provide.
- 12) We will keep in repair and working order or replace if they are determined to be beyond repair: installations provided for space heating, water heating, rubbish disposal and supply of gas, water and electricity within the dwelling or communal areas. Exceptions to this are where the installation is provided by the tenant. A service charge is levied for servicing, replacing and improving central heating systems.
- 13) We are responsible for the maintenance, repair and replacement of smoke detectors and carbon monoxide detectors (where fitted). We are also responsible for the supply, maintenance, repair and replacement of metering for district / communal heating schemes. However, we are not responsible for the supply or metering of mains gas, electricity, or water. You are responsible for reporting any faults or safety concerns with these services directly to your utility provider.

Access

- 14) We reserve the right to access the Dwelling for the purpose of carrying out any repairs, maintenance, servicing, inspection or improvements.

For more information, please contact your managing agent.

Communal Facilities

- 15) We will keep any entrances, halls, stairways, lifts, passages, rubbish chutes, lighting, fire safety equipment and other communal amenities or facilities reasonably clean, safe, secure and in working order and repair subject to the terms of this tenancy agreement.

Trees

- 16) We will only maintain a tree within the boundary of your home if one or more of the following conditions apply:
- The tree is dangerous, dead, diseased or causing disrepair to a dwelling;
 - The base of the tree, its roots or land immediately surrounding it is visibly moving;
 - There is a large split in any part of the tree;
 - There are large holes at the base of the tree, possibly with crumbling wood;
 - In emergency situations such as storm damage;
 - There is a risk to public or community safety;
 - TV/Satellite reception or CCTV/communication lines are obscured and confirmed to be seriously affecting signal quality;
 - The tree is in a communal garden.

Communal areas are maintained by a scheduled tree management programme in accordance with provisions of any tree preservation orders or conservation areas.

Consultation

- 17) We are committed to working in partnership with tenants. We will consult with those tenants likely to be substantially affected by a change in housing policy or practice.
- 18) Consultation may include:
- a) Inviting comments from tenants and Tenants and Residents Associations likely to be affected;
 - b) Inviting comments from Tenant Management Organisations;
 - c) Seeking views of relevant consultative forums;
 - d) Allowing where appropriate tenants to inspect plans, schedules and other relevant information where these are not subject to confidentiality and/or Data Protection Legislation and regulation and/or
 - e) Receiving recommendations from managing agents.

The Tenant's Rights and Responsibilities

Occupation

- 19) Subject to the terms of this agreement you have the right to occupy the dwelling so long as it is your only or principal home and you are not in breach of the terms of this agreement.
- 20) You agree to live in the dwelling as your only or principal home. During your tenancy you must not (either solely or jointly) own or rent any other residential property which is physically and legally available for you to live in and which would be reasonable for you to live in as your home. You must tell us immediately if you own a residential property or have another residential lease or tenancy.
- 21) You must advise, in writing, us of any absences from the Tenancy of more than four weeks and, prior to the absence, make all necessary arrangements for all of your obligations under this agreement to be maintained (including paying rent and service charges). You also agree to provide us with a contact name and address for the period you are absent from the Property.
- 22) You agree not to smoke (including vaping) or permit to be smoked in the Property any substance in the presence of our officers, managing agents, contractors, councillors, board members, tenant representatives or any other person lawfully within the Property. Upon request you agree to cease smoking and extinguish the substance immediately.

Duty to Inform

- 23) You agree to supply details to us, and any relevant agencies, of all persons resident within the Property and immediately upon any change to such details. You also agree to inform us immediately upon the death of any person who has a right to reside within the Property.
- 24) The 'permitted number' of residents for the dwelling to which this tenancy agreement relates is shown on the signed agreement.
 - a) In counting the number of persons, each child under 10 years of age counts as half a person and a child less than 1 year old is not counted at all. Rooms used in this calculation are the living space and bedrooms.
 - b) A tenant who causes or permits the dwelling to be overcrowded is liable to prosecution for an offence under the Housing Act 1985 and if convicted can be fined. A further fine of up to one tenth of the original fine may be imposed in respect of every day on which the offence continues after conviction. Any part of a house that is occupied by a separate household is a 'dwelling'.

Rent and Service Charges

- 25) Rent is payable weekly, fortnightly or monthly in advance with the first payment being due on the day of sign up. Rent should preferably be paid by direct debit. Any rent outstanding when the tenancy ends should be paid by the termination date of this agreement.
- 26) If you need any assistance in paying your rent, you must apply for any benefit needed. You also must comply with requests for any document or further information within the timescale requested. Further you must notify all relevant agencies immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance, including but not limited:
 - Change to employment status
 - Financial gain e.g. inheritance
 - Buying or inheriting another property
- 27) You understand that failure to co-operate with any relevant benefit agency to ensure correct payments could lead to arrears accruing and possible possession action being taken against you.
- 28) You must pay your rent in advance including service charges, heating charges and any other charges. Paying your rent is your responsibility.
- 29) You must pay any recharges or court costs added to your rent account.
- 30) You must pay any monies outstanding from any previous tenancies which have been applied to the rent account of this agreement in accordance with the terms of this agreement.
- 31) All payments must be made in advance.
- 32) Credit balances on rent accounts and any other payment made to you by the Council or its managing agents will be used to clear or offset any housing related debts payable to the Council or its managing agent before being refunded.
- 33) You are responsible for payment of utility charges and Council Tax charges from the commencement of your tenancy. You must therefore arrange for the necessary agreements to be put in place within the first four weeks of your tenancy commencing (backdated to the start of the tenancy).
- 34) In the event you fail to enter into the required formal agreements for utilities and Council Tax, any subsequent costs will be recharged to the tenant, which may include the managing agent's additional administration costs. You should note that in such an event, the relevant utility providers will charge using their "out of contract" rates, which are often much higher than their contract rates.

Properties Connected to District or Communal Heat Network

- 35) You agree to register your details (including any vulnerability information) with City of Wolverhampton Council's designated Metering & Billing Provider and make timely payments to them for the provision of heat and hot water.
- 36) You agree to keep in good working order any equipment linked to the provision of heat and hot water and agree not to tamper, damage or modify the equipment in any way.
- 37) You agree to provide access to your home to authorised personnel to inspect, maintain and repair equipment installed for the purposes of providing and managing heat and hot water provision including to ensure continuity of supply for yourself and adjacent households.
- 38) By signing your tenancy agreement, you are also agreeing to the terms and conditions of the most recent heat network 'Utility Supply Agreement'.

Repairs, Improvements and Maintenance

- 39) You must report any repairs that are our responsibility immediately. Should you fail to report such repairs which have caused damage to the property or led to excessive costs being incurred as a result of your failure to report, you must pay us to reimburse us for all such costs incurred.
- 40) If you are the victim of criminal damage to any part of your home, you must report the matter to West Midlands Police and get a crime reference number. We will then check if someone else caused the damage illegally. If we are satisfied that it was someone else, we will carry out the repair at no charge to you. If we are not satisfied, we will charge you the cost of the repairs.
- 41) You must keep the property in good decorative order. You must keep the property clean and in good condition, avoiding excessive clutter which may cause health and safety risks or impact on the repair of the property (e.g. fire risks, damp, mould and condensation risks). In addition, you must not tamper with our metering and/or controls.
- 42) You are responsible for any repairs or works that in our opinion are not due to fair wear and tear. You must make your own arrangements for the completion of such repairs or works at your own expense. Should you fail to do so you must pay us the cost of doing any repair or work which is your responsibility under this clause.
- 43) We reserve the rights to charge you for any repairs or work to the dwelling, communal areas or appliances that we have to make good which has been caused by your neglect, carelessness and/or deliberate or malicious damage or the same of any persons living with you, any visitor or pet.

44) You must ask for permission to make any additions, alterations or improvements to the Dwelling including its structure, internal and external walls, gardens or fences before you make any changes to the Property. Further you must not erect any fence, structure, shed or outbuilding without written consent.

- In either case, where we give you consent, you must precisely follow any plans and specifications and, if applicable, use the exact materials we specify.
- If you fail to do so, you must pay our costs, in full, for any works required to rectify works you have undertaken so as to comply with the consent you were given.
- You must pay our costs in full, for any remedial works that we carry out to put the property back to its original condition, for any work that you have carried out without permission.

Examples of alterations to properties include:

- Knocking down walls (inside your home or garden).
- Changes to kitchen or bathroom fixtures and fittings.
- Erecting conservatories, sheds, porches, or decking.
- To flats, forming any holes in walls or door frames or mechanical fixing items to entrance doors.
- Installation of an Electric Vehicle Charging Point.
- Changing fixtures/fittings relating to water, gas, solid fuel or electricity (remember to always use qualified and accredited tradespeople for any gas or electrical work). This includes the proposed installation of the customers own gas fires and cookers, solid fuel open fires/log burners and Bioethanol fires. Any certification must be submitted to us.

45) You must act in a tenant like manner. You are responsible for the repair and maintenance of certain items within a reasonable period of time including but not limited to:

- Reglazing, repairing or replacing windows and doors where damage has been caused by the tenant, residents of the property, or their visitors;
- Lock changes when keys are lost or misplaced;
- Replacing lost keys and fobs and the cost of getting into your home if you are locked out;
- Clearing blockages in WC or waste pipes; where items such as wet wipes have been flushed into the drains or cooking fats have been poured into waste pipes;
- Replacing electric fire elements, fire effect bulbs and gas fire radians;
- Cleaning of chimneys;
- Replacing all standard domestic lamps, bulbs and light fitting starters;

- Replacing electrical fuses and the resetting of Master Circuit Boards (fuse boards) and Trip Switches (fuses);
- Replacing plugs and chains to waste pipes in sinks or baths;
- Replacing shower hose and shower head;
- Replacing shower curtain and rail;
- Replacing toilet seats;
- Replacing clothes lines;
- Maintaining the gardens including trees (except in circumstances outlined in clause 16) and shrubs and clearing rubbish;
- Any repair to installations or improvements you have made (the Council or its agent may repair some gas and electrical appliances for safety reasons but will charge you the cost) and/or
- Internal decoration (textured coatings and polystyrene tiles are not permitted).

46) You agree to check your smoke detectors and carbon monoxide detectors (where fitted) on a regular basis and report any fault regarding the detector to us as soon as possible.

47) We do not insure your home contents. We will insure the property against fire, flood and other risks covered by buildings insurance and will use all reasonable efforts to arrange for any damage covered by the City of Wolverhampton Council Insurance to be remedied as soon as possible unless the damage is caused by a third party. We do not reimburse for any loss that may arise from an adjoining or neighbouring property. You are responsible for arranging insurance of your own belongings, internal fixtures and fittings and internal decoration. If you cause damage to a neighbouring property, you will be charged the costs of repair.

For more information, please contact your managing agent.

Access

- 48) You will allow us access to the dwelling for the purpose of conducting a tenancy audit/visit and you acknowledge that failing to do so could impact on your tenancy.
- 49) We will normally give a minimum of 24 hours' notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs and/or statutory inspections. If we force entry when you are not in, we will repair any damage caused to locks, doors, windows or frames.

However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.

- 50) In a potential emergency we reserve the right to enter the dwelling using reasonable force, if necessary, if in the opinion of the visiting officer there is a risk of personal injury to the occupant or occupants of neighbouring dwellings, or other persons or damage to the dwelling or neighbouring properties.
- 51) We have the right to apply for an injunction to enforce your obligations under this agreement and in serious cases we can ask the Court to attach a power of arrest or exclusion order to the injunction. Further we also have the right to take action against you in any way permitted by law in the future. We may seek Anti-Social Behaviour Injunctions (ASBIs) in Court to control tenants who act in an anti-social manner. We can also take action against you in relation to Housing Fraud in Court which could involve but is not limited to seeking an Unlawful Profit Order and/or prosecution for unlawfully subletting the property.

Health and Safety Inspections

- 52) We must adhere to a range of legal obligations prescribed within the Health and Safety at Work, etc. Act 1974, the Building Safety Act 2022 and associated specific & themed regulations and guidance documents that fall under these Acts of Parliament, with the aim of eliminating risks where reasonably practicable and managing any residual risks to all affected persons. To discharge these duties, you must provide us reasonable access to your home so that we may undertake inspections, servicing or maintenance.
- 53) By law we must check the safety of any gas installations and appliances supplied by us in your home every year. You agree to allow us and our contractors access to your home to carry out these checks.
- 54) By law we must check the safety and function of any fire safety equipment installations, flat entrance fire rated doors and any appliances supplied by us in your home every year. You agree to allow us and our contractors access to your home to carry out these checks.

- 55) We must check the safety of the electrical installations and appliances supplied by us in your home every five years. You agree to allow us and our contractors access to your home to carry out these checks.
- 56) We must check the condition of any asbestos containing materials (where present) in your home at regular intervals. The frequency of inspections will be determined by risk assessment. You agree to allow us and our contractors access to your home to carry out these checks.
- 57) We must check the safety of any lifting equipment, for example hoists, stairlifts, etc supplied by us. The frequency of inspections will be determined by manufacturer of the equipment. You agree to allow us and our contractors access to your home to carry out these checks.
- 58) We must check the condition of any water storage and pipework in your home at regular intervals. The frequency of inspections will be determined by risk assessment. You agree to allow us and our contractors access to your home to carry out these checks.
- 59) You will receive reasonable written notice of the date of any inspection, and we can arrange a new appointment if the first is not convenient to you. If you have not allowed us access after we have contacted you, we will take appropriate legal action to get into the property or to begin proceedings to repossess the property. We will also aim to recover from you the cost of taking this legal action.

Essential Works and Moving into Temporary Accommodation

- 60) Should we require the property to be empty for works, repairs or improvements to be carried out, you agree that you will, on reasonable notice, move to suitable temporary alternative accommodation for the duration of the works, repairs or improvements. Furthermore, you must leave the temporary accommodation and return to the property upon completion of the works repairs or improvements.

Aerials and Satellite Dishes

- 61) You must obtain our written permission before you fix, or allow to be installed, any aerial for VHF radio or television or a satellite dish to any part of your home or in the garden. You also agree to check whether you require any planning permission to do so. Any aerials or satellite dishes you fit must be the smallest available. You must ensure that any aerials or satellite dishes or any wires do not cause a nuisance to any neighbour and ensure that they are installed discretely.
- 62) We will not give permission under any circumstances where there is a landlord's aerial installed to which you have access.
- 63) You agree that you are solely responsible for any costs associated with the installation, fixing, maintenance or removal of any aerial or satellite dish. Further you agree to pay our costs in rectifying any damage caused by the installation, presence, removal of the aerial or satellite dish or for our costs of carrying out any of your obligations under this clause.

Security Devices

- 64) You must have our written permission before you install any security device anywhere on the premises. This includes, but is not limited to alarms, CCTV, security cameras and lights. When we give permission, you must ensure that any criteria or requirements are strictly adhered to. You also agree to install any security device in a discreet location and in a way which conforms to the law and does not cause a nuisance to any other person. You also agree to remove any such installation before you vacate the property. You agree to pay for the costs of any removal that we undertake in relation to any security device that has been left in situation.

Wiring

- 65) You must not allow power cables to extend beyond the boundaries of the Dwelling, for example to outbuildings, shelters, sheds, caravans, mobility scooter shelters and Electric Vehicle charging.
- 66) You agree to ensure that any wires or pipes attached to the Property in respect of any utility to the Property are fixed securely and discretely so as not to cause a nuisance to any neighbour. You further agree to ensure that such wiring or pipes are maintained and secured discretely at all times. Any wires and pipes which cause or are likely to cause a nuisance to any neighbour may be removed or secured by us. You also agree to pay for the costs incurred by us for any action taken to remove or secure such wiring and pipes.
- 67) We reserve the right to recharge you if remedial works are needed to return the Property to its original state following any unapproved adaptations or adaptations carried out without the proper certifications (e.g. Electrical certificates).

Anti-Social Behaviour

- 68) You must not do anything in the property or in the neighbourhood which is of a criminal nature. You must not cause criminal damage to the dwelling or allow or incite any other occupier or visitor to do so.
- 69) You must not do, or threaten to do, anything which causes, or is likely to cause harassment, alarm or distress to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any of our tenants, managing agents, employees, contractors or emergency services anywhere. Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.
- 70) You must not do anything which is likely to be, might become or is a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any of our tenants, managing agents, employees, contractors or emergency services anywhere. Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.
- 71) You or any visitor or person resident in the property must not have bonfires in any outdoor areas within the boundaries of your garden or outdoor communal areas that cause excessive smoke, smell or could be considered dangerous or cause an unreasonable nuisance or inconvenience.

Noise

- 72) You agree not to use, or permit to be used by any other person residing in or visiting the Property, any electrical equipment that emits noise or play a musical instrument or to operate any other equipment in the Property, garden or communal area in such a manner which could be reasonably considered to cause, or likely to cause, a nuisance or disturbance to any person in the neighbourhood.
- 73) Further you agree not to cause or permit any noise to be created within the Property in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the neighbourhood. This includes but is not limited to shouting, arguing, loud singing, door slamming, other vocalised noise, dog barking and using DIY tools/electrical equipment for unreasonable lengths of times and/or late at night and/or in the early hours of the morning.

Drugs and Drug Dealing

- 74) You must not use the Property or any location within the neighbourhood to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medical purposes) or to cultivate, manufacture or sell any drug. Nor must you allow, fail to prevent or encourage any other person to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medical purposes) or to cultivate, manufacture or sell any drug.

Gang Membership

- 75) You or anyone living with you must not be a member of a gang, join a gang, or allow a member of a gang to visit the property. When we refer to a gang we mean a group of at least 3 people which:
- has caused alarm, harassment or distress to others;
- OR
- whose purpose in part is to engage in criminal activity and which uses violence or intimidation to further its criminal objectives.
 - is a group who breaks the law on a regular basis
- AND, IN EITHER CASE
- uses a name, emblem, or colour, or any other characteristic enabling its members to be identified by others;
- OR
- is associated with a particular area
- Gangs are associations of three or more individuals who adopt a group identity in order to create an atmosphere of fear or intimidation.

Domestic Abuse

- 76) You must not abuse any person you are personally connected to.
- 77) The Domestic Abuse Act (2021) states that behaviour is “abusive” if it consists of any of the following:
- a) physical or sexual abuse;
 - b) violent or threatening behaviour;
 - c) controlling or coercive behaviour;
 - d) economic abuse;
 - e) psychological, emotional or other abuse; and it does not matter whether the behaviour consists of a single incident or a course of conduct.
- 78) If someone responsible for perpetrating domestic abuse continues to live in the Property and the victim has been forced to leave the Property as a result of the abuse, we will utilise a range of tools and powers to appropriately support domestic abuse victims and manage perpetrators.

Criminal Purposes

- 79) You must not use the Property for criminal, immoral or illegal purposes, including, but not limited to, exploitation and modern slavery. Nor must you allow or fail to prevent anyone living with you (including children) or your visitors to do any of these things.
- 80) You must not use, or allow to be used, communal areas for any behaviour that causes nuisance, annoyance or inconvenience to any person.

Gardens and Trees

- 81) You must keep any gardens clean, tidy and free from rubbish and weeds. Lawns should be mowed at frequent intervals. All hedges must be properly maintained so as not to cause a nuisance or endanger the safety of people in the surrounding area. In the event that action is required to address untidy or overgrown gardens, nuisance or endangerment problems, you will be charged for the cost of any necessary work undertaken by us.
- 82) You must not plant, or allow to be planted, any tree, shrub, bush or ivy within 10 metres of a dwelling where the height of the species will exceed 3 metres in height.
- 83) You are responsible for the maintenance of any tree within the boundaries of the property unless any of the clauses in this agreement apply.

Use of the Dwelling

- 84) You agree that when using any communal area such as gardens, refuse areas, staircases, lifts, landings and passages, you will keep them clean and tidy and free from obstruction. If you reside in a block of flats with a rubbish chute you must ensure that this is used appropriately. Removal of any refuse from any landings or communal area will result in you being charged.
- 85) You must dispose of your household waste responsibly, using your allocated bin(s) and abide by Wolverhampton City Council Guidelines. You must use the appropriate recycling bins, where provided, correctly and must not place or allow to be placed any non-compliant items into the bins. You must not litter or allow any waste to be present in communal areas not contained in the appropriate bins. You must not place anything inside bin chutes which is likely to cause an obstruction to the bin chute.
- 86) You must not obstruct any communal areas, doors or fire escapes with any bins, household items or bulky waste.
- 87) You must not lay floor coverings on landings or communal areas, however, individual floor mats (e.g. 60cm in width and 40cm in depth), made from a suitable non-flammable purpose-made material (such as coir) are allowed. You must not place decorative items or materials on landings or communal areas that could

create an increased fire safety risk. Discrete items of decoration (such as a small potted plant, or a Christmas Wreath) are acceptable. You must not store, or charge (including the use of power sockets in communal areas), pushchairs, wheelchairs, bicycles, e-bicycles, motor bikes, e-scooters, motorised scooters etc. on landings or internal communal areas.

- 88) Smoking, vaping, drinking alcohol or using drugs is not permitted in any communal area.
- 89) You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.
- 90) Loft spaces of individual dwellings, where provided, may be used for storage purposes, but as they have not been adapted by us for this or any kind of use, access to these areas is at the tenant's own risk. These spaces do not form part of the habitable part of the dwelling, so we are not responsible for any damage or personal injury to any person or their property arising from the use of loft spaces. Furthermore, if you use a loft space, you must return it to a clean and empty state when your tenancy ends. Should we have to clear any such loft or attic space you must pay our costs of doing so. Communal loft spaces (those that extend across more than one dwelling) are not to be used by tenants.

Hoarding and Property Neglect

- 91) You must not use the Property in a manner that is likely to cause a health and safety hazard, fire hazard or encourage vermin and/or pests by hoarding items inappropriately. Nor must you fail to keep the Property in a clean condition.

Vermin and Pests

- 92) It is your responsibility to keep the property clean to prevent attracting pests. You must take steps to eradicate and treat any pest or vermin infestation within the Property, including contacting the relevant service, and your managing agent, to report any pest related issues and seek necessary treatment.

Ventilation

- 93) You must ensure that the Property is kept well ventilated. Poor ventilation could lead to issues with damp, mould and condensation. You have a responsibility to reduce or mitigate this. This includes, but is not limited to:
- Following damp and mould guidance to support us in reducing condensation and mould within homes. <https://www.wolverhamptonhomes.org.uk/my-home/repairs-and-homesafety/damp-and-mould/>
<https://www.bushburyhill.co.uk/repairs/condensation-damp-and-mould/>
 - Regularly wiping-down surfaces where there is an excess build-up of moisture, or water e.g. window-sills and glazing.
 - Using all sources of ventilation that are available, as required to reduce condensation build-up.
 - Regular cleaning inside your home including seals, grout, sealant, windows, air vents, and fans, to prevent mould from forming.
- 94) You must report any repair relating to or caused by damp and mould as soon as it is identified.

Laminate Flooring

- 95) You must obtain our written permission prior to installing floor tiles, laminate or wooden flooring or flooring of a similar nature in all property types. This is reviewed on a case-by-case basis. If you install any such flooring without our prior written permission, we reserve the right to remove or request you to remove it at your own expense and replace it with acceptable flooring. If we have to remedy this; you agree to pay our costs for doing so, whether during your tenancy or after your tenancy agreement has ended.

Building Safety

- 96) If you live in a flat or maisonette, you must not use or store liquid gas, BioFuel, ethanol or paraffin heaters and must not light barbeques on balconies.
- 97) You must not store any inflammable, explosive or noxious substances, such as paraffin or petrol, in the dwelling or communal areas.
- 98) You must notify us and the Fire Service if you need to store home oxygen.
- 99) You must take all reasonable precautions to protect the premises from fire which includes but is not limited to:
 - a) ensuring that all means of escape from the premises are kept free from obstruction;
 - b) ensuring that any fire or smoke detection equipment installed in the premises is working correctly. This means that you must test the fire or smoke alarms regularly. If a fire or smoke alarm fitted by us is not working correctly, you must notify us as soon as you become aware it is not working; and
 - c) ensuring you do not do anything that in our opinion reduces fire safety at the dwelling, or in any communal areas. This includes but is not limited to removing or damaging any fire detection devices or removing, altering or damaging any structures that provide fire separation (such as doors and walls), or fixing into or drilling through fire doors.

Assignment

- 100) You may not assign or exchange in any way part with possession of the dwelling while the tenancy remains an introductory tenancy.

Subletting

- 101) You must not sublet any part or all of the dwelling for the duration of your introductory tenancy.

Lodgers and Maximum Occupancy

- 102) You may not take in lodgers for the duration of your introductory tenancy. You must not overcrowd the property. A dwelling is overcrowded if the number of people resident is more than the 'permitted number'.

Vehicles and Parking

- 103) You may only park private or light goods taxation class motor vehicles in a designated parking area or on the dwelling where a hard-standing and dropped kerb are provided. You may only park further vehicles if there is space for all vehicles to fit entirely on the hardstanding safely.
- 104) You must obtain our written permission before you park, or allow to be parked by any other person, any motorised camper van, trailer caravan, trailer, HGV, boat, any additional vehicle or any vehicle not permitted in any clause in this tenancy agreement. This applies to hardstandings, parking spaces and car parks provided by us for the use of tenants. We will only grant permission if there is no adverse effect upon neighbours or other occupiers.
- 105) You must not create any obstruction or park any vehicle, caravan, trailer or boat that would block access for emergency vehicles nor allow any other person to do so. You must not park in either disabled parking spaces (unless you are a blue badge holder) or in parking spaces which are allocated to other occupiers. You also agree not to store, or allow to be stored, any vehicle on any land that belongs to or is managed by us.
- 106) You must not park on or drive over any footpaths, grassed area including gardens (specific or communal) or verges. Nor will you allow anyone who lives with you or visitors to do so. Any damage caused will result in a charge for reinstatement.
- 107) You must not park or store a damaged, scrap or un-roadworthy vehicle on land owned or managed by us. Nor will you allow anyone who lives with you or visitors to do so. You will be liable for any costs associated with removal.
- 108) You must not use any part of the property, land around your home, the road, communal path, parking area or garage site or land owned or managed by us to store, load or unload scrap metal or vehicles to be later stripped down. You must also not strip down vehicles for scrap metal in any of the aforementioned places in this clause. Nor will you allow anyone who lives with you or visitors to do so.

Animals and Pets

- 109) You must not keep any animal that is unsuitable for the dwelling such as livestock, horses, cockerels or goats, nor must you allow any other person living with you to do so.
- a) You must not keep a dog as specified in the Dangerous Dogs Act 1991 (as amended) or any Regulations made pursuant to that Act, or any illegal breed of animal, unless a certificate of exemption can be provided. Tenants must also comply with all statutory requirements for keeping pets, e.g. keeping animals on a lead in public.
 - b) Animals must not be kept in the dwelling, or any part thereof, for breeding or any commercial or illegal purposes.
 - c) The keeping of pets is limited to a number that is reasonable for the type of animal and the property, and will not cause a nuisance to neighbouring properties.
 - d) You are responsible for keeping the property, gardens and communal areas clear of faeces and left over food at all times so as to prevent causing a nuisance to neighbours.
 - e) You must not neglect any animal kept in the dwelling or any part thereof.
 - f) You must not keep dangerous reptiles or amphibians, poisonous snakes, arachnids or insects.

For more information, contact your managing agent.

- 110) You must keep your animals under control when any of our tenants, managing agents, employees, contractors or emergency services visit the property. If requested, you must keep the animals in a secure room during the visit. If your animal causes a nuisance to any council officer, agent, contractor or anyone else, we will ask you to remove it from the property.
- 111) You must not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You must ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you will pay us the cost of any work necessary to our property or fencing as a result of you failing to control your animal.
- 112) We reserve the power to withdraw the right to keep a pet at the property and carry out suitable enforcement action if necessary if the type/number of pets is deemed unreasonable or unsafe at the property, if the pet(s) is dangerous, or if the pet(s) are causing a nuisance.

Tenancy Fraud

- 113) You must not carry out or commit any fraud related to your tenancy. Examples of tenancy fraud include, but are not limited to, subletting the property whether for profit or not, abandoning the property, not telling us the truth about your circumstances which induced us to grant you the tenancy, housing benefit and council tax fraud.
- 114) Housing fraud can result in criminal prosecution, civil financial penalties and court action to bring your tenancy to an end.
- 115) We may prosecute you if you commit any type of tenancy fraud as provided for by the Prevention of Social Housing Fraud Act 2013 and the Fraud Act 2006.
- 116) You agree that, to the best of your knowledge, the information you have provided to us, in agreeing to the terms of this tenancy, is true. Further you will have broken the terms of this tenancy agreement if you have obtained this property by deception, live elsewhere, have another tenancy or any other undisclosed interest in any property elsewhere, claimed succession rights to which you are not entitled, sold keys to the property or unlawfully swapped properties without our consent.
- 117) Deception includes providing false information of any kind, not providing a full account of your or any other person's circumstances or encouraging others to do the same.
- 118) You agree to allow us to undertake a full inspection of the property on reasonable notice and to co-operate fully with the process.

Changes to your Tenancy

119) Sole to Joint Tenancies

- a) Tenants with a sole tenancy (a tenancy in only your name) may be eligible to convert this to a joint tenancy (a tenancy held equally by two or more people).
- b) Your managing agent can only consider adding a partner to a tenancy if the rent account has been paid in full and the account is up to date.
- c) Joint tenancies will normally be granted to:
 - married couples (including Civil Partnerships)
 - couples living together as common law partners, where it can be shown that they have done so for 12 months or more. You will need to provide evidence that they have been living with you for the last 12 months, such as a utility bill or bank statement; registered for Council Tax and Electoral role purposes and on any Welfare Benefit claims. A copy of your marriage certificate will also be required (if applicable).
- d) In each case the joint tenancy will only be granted if the other person would be eligible in their own right to receive an allocation under CWC Housing Allocations Policy.
- e) If a tenant has succeeded to a tenancy, a joint tenant cannot be added.
- f) Once your managing agent has received all necessary documents and reviewed your tenancy history and records, they will let you know whether a joint tenancy is possible. Please contact your managing agent if you want to discuss adding a joint tenant to your tenancy.

120) Joint to Sole Tenancies

- a) If one joint tenant leaves the property, you must inform your managing agent of this change. Until your managing agent has been informed of the change, both individuals will remain as joint tenants with the same rights and responsibilities for the tenancy (as described within the tenancy agreement).

Right to Buy

- 121) You do not have the right to buy your property for the duration of your introductory tenancy.

Succession

122) The right of succession is governed by the Housing Act 1985 as amended by the Localism Act 2011. The right of succession applies only once following the death of the tenant. If a joint tenant dies, the tenancy will continue in the surviving joint tenants name (known as survivorship) who would then solely take on the responsibilities under this tenancy agreement.

a) If the secure tenancy was granted prior to the 1st April 2012 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal home at the time of the tenant's death:

- i. the tenant's spouse, including civil partner (who is not already a joint tenant); or
- ii. another member of the tenant's family who has lived with the tenant throughout the 12 months prior to the death of the tenant.

b) If the secure tenancy was granted on or after 1st April 2012 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal home at the time of the tenant's death:

- i. the tenant's spouse or civil partner (who is not already a joint tenant); or
- ii. a person who was living with the tenant as if they were the tenant's spouse or civil partner.

Where in either of (a) or (b) above, there is more than one person that fulfils the criteria set out, such one of those persons as may be agreed between them or, where there is no such agreement, as selected by us is to be treated as the tenant's spouse, civil partner or family member (Clause 122 (a) only).

123) We may seek possession of the dwelling where, following succession, the dwelling becomes under-occupied or the dwelling is occupied by persons who do not require use of any special adaptation or features present in the property (for example feature for disabled people). In such cases we will provide suitable alternative accommodation in accordance with our allocation policy.

124) Where there is no legal successor but someone is left in the property, consideration may be given to potentially allow that person to be given a tenancy (which may or may not be at a different property) under the Council's Allocation Policy and at the Council's discretion, if:

a) Either:

- i. that person has lived with the previous tenant for more than 10 years; and/or
- ii. will be taking on responsibility for the previous tenant's dependents; and

b) the household is eligible for the property type.

This does not give the occupier left in possession an entitlement to a tenancy.

General Legal

- 125) We have the right to extend your introductory tenancy for a period of six months. If we do this we must serve a notice on you at least eight weeks prior to your introductory period ending. The notice will set out the reasons for the extension.
- 126) If we have served a notice to extend the introductory period you have the right to request a review of the decision. You must do so within 14 days of the notice being served upon you. You may request a review by asking your managing agent.
- 127) Where access is required due to works which pose a significant health and safety risk and the tenant is refusing access or to decant the property, the managing agent will take legal action to be able to undertake the work. Where the work is necessary but not a “risk”, the work will not be carried out until the property becomes vacant, with the managing agent ensuring that works to mitigate any health and safety risks are carried out. The managing agent will review the legal position in these circumstances.
- 128) You agree that you will reimburse us for our reasonably incurred costs (including legal costs) in seeking to enforce any of the terms of this agreement, seeking possession of the property or in relation to any legal action taken as a result of anti-social behaviour caused by you, any member of your household or any visitors to your home.
- 129) We may amend this tenancy agreement in accordance with the provisions of the Housing Act 1985 or any other legislation which may be introduced in future.

Conversion to Secure Tenancy

- 130) After the Introductory period has finished your tenancy will convert to become a secure tenancy. You will usually receive a letter confirming this. Your tenancy will be governed by our Secure Tenancy Agreement which can be found at www.wolverhamptonhomes.org.uk.

Absolute Ground for Possession

131) The Council will be able to choose to use the Absolute Ground for Possession, in addition to or instead of the existing discretionary ground for ASB, where any of the following five conditions are met:

- The tenant, a member of the tenant's household or a person visiting the property has been convicted of a serious offence.
- The tenant, a member of the tenant's household or a person visiting the property has been found by a court to have breached a Civil Injunction.
- The tenant, a member of the tenant's household or a person visiting the property has been convicted of breaching a Criminal Behaviour Order.
- The tenant's property has been closed for more than 48 hours under a Closure Order for Anti Social Behaviour.

Or

- The tenant, a member of the tenant's household or a person visiting the property has been convicted for breaching a Noise Abatement Notice or order.

132) Where a landlord applies for possession under the absolute ground the court would have to grant an order for possession, subject to considerations of proportionality and the landlord having followed the correct procedure.

Terminating the Tenancy

The tenancy can only be terminated in one of the following ways:

- 133) Notice by you. This must be in writing via a letter or tenancy termination form, and signed by you (or a recognised mark) giving a minimum of 4 weeks' notice to expire on a Monday. This can be received via post, hand delivered to your managing agents office or via email in some circumstances. Please contact your managing agent for further information. Keys must be returned and receipt obtained before 12 noon on the Monday the notice expires.
- a) You must give vacant possession and must not leave any belongings, furniture, carpets or rubbish inside or outside the dwelling. You agree that we will dispose of any items left in or about the dwelling when the tenancy ends.
 - b) You will pay us in full for any costs incurred in removal and disposal of any goods or belongings left in the property.
 - c) You will pay for repair costs of any deliberate or reckless damage that was your responsibility as the tenant (e.g. damage to doors). This includes, but is not limited to, deliberate damage or reckless damage caused by anyone living with, visiting you, pets or items left in the property. If you are transferring to another Council tenancy the state of the current dwelling could delay or even prevent the move.
 - d) During the 4-week notice period, where requested to do so and provided reasonable notice is given, you will allow us access to inspect the condition of the dwelling ready for re-letting.
 - e) Where there is more than one tenant then you are jointly and severally responsible and have exactly the same rights and responsibilities for complying with all of the tenancy obligations, including the payment of rent. Where one of the joint tenants serves a notice to quit, giving at least 4 weeks' notice, then the whole tenancy will end. We will make a decision as to whether the remaining person can be granted a new tenancy of that dwelling or whether we will take action to gain possession of the dwelling. Until this decision is made or possession granted by the County Court a charge for use and occupation will be made.
- 134) If joint tenants wish to end their tenancy, we are not obliged to provide separate rehousing for either party, unless stated otherwise within the Council's Allocations Policy, e.g. in cases of domestic abuse.

For more information please contact your managing agent.

- 135) On the order of the Court after we have served a Notice of Seeking Possession upon you setting out one or more grounds for possession which apply to your secure tenancy. These grounds include, but are not limited to, the grounds contained within schedule 2 of the Housing Act 1985 or any ground for possession which in future applies to secure tenancies. We then apply to the Court which may make a possession order if it considers it reasonable to do so.
- 136) On expiry of a notice to quit given by us to you (including the personal representatives of a deceased tenant) at any time when the tenancy is not a secure tenancy.

Service of Notices

- 137) The method of service by us of notices of seeking possession, notices to quit and notices of possession proceedings will be by hand or first class post at the last known address. If it cannot be served personally then it will be posted through the letterbox or attached to the door.
- 138) This tenancy agreement shall incorporate the provisions as to Notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and shall apply also to the service of any Notice to Quit.
- 139) Any notices should be served by you, on us as Landlord, at your managing agents' address. This must be in writing via a letter and signed by you (or a recognised mark). This can be received via post, hand delivered to your managing agents office or via email in some circumstances. Please contact your managing agent for further information.



You can get this information in large print, braille, audio or in another language by calling 01902 551155 or emailing translations@wolverhampton.gov.uk

wolverhampton.gov.uk 01902 551155

  [WolverhamptonToday](#)  [Wolverhampton_Today](#)  [@WolvesCouncil](#)

City of Wolverhampton Council, Civic Centre, St. Peter's Square, Wolverhampton WV1 1SH