



Response to Request for Information

Reference FOI 003733
Date 28 June 2019

Drug Related Evictions from Council Housing

Request:

I submit this request for specific information regarding drug-related evictions from council housing in your local authority area. This information is sought under the Freedom of Information Act 2000 (FOIA 2000).

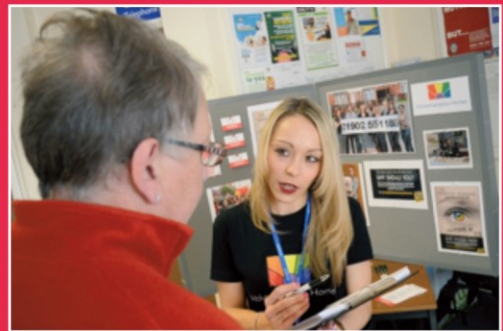
1. Of the total number of local authority evictions made in 2017/18, how many of the grounds for possession were drug-related? Please note that drug-related grounds for possession includes, but is not limited to, the following:
[None](#)
 - Serious drug offences (as defined in Schedule 3 to the Anti-social Behaviour, Crime and Policing Act 2014) i.e. production and supply of controlled drugs, possession of controlled drugs with intent to supply, occupiers of premises permitting unlawful production / supply of controlled drugs or opium / cannabis smoking to take place on the premises, cultivation of cannabis plant for financial gain; or
[N/A](#)
 - Breach of a Criminal Behaviour Order (sections 94 and 97 Anti-social Behaviour, Crime and Policing Act 2014) e.g. requirement to attend a drug awareness course or to engage in drug treatment, prohibition from using the internet for drug dealing activity; or
[N/A](#)
 - Breach of a tenancy agreement related to drugs e.g. for possession / use of controlled drugs / psychoactive substances on the premises, "illegal or immoral use of the property".
[N/A](#)
2. Please provide a copy of internal documents (e.g. policies, procedures, protocols, memos, template contracts, correspondence) held by the local authority pertaining to evictions from council housing, which specifically refer to drugs (i.e. controlled drugs or psychoactive substances).
[Please see attached information provided from page 2.](#)

Chief Executive: Shaun Aldis

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Statement of Policy and Procedures of Anti-social Behaviour

**Anti-social behaviour:
tackling it together**



June 2016

**Wolverhampton
Anti-social Behaviour Team**
Working to keep Wolverhampton safe

PO Box 6935, Wolverhampton, WV1 9YJ

CITY OF
WOLVERHAMPTON
COUNCIL



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Foreword

This policy is adopted by The City of Wolverhampton Council and Wolverhampton Homes (WH) and is in compliance with the Housing Act 1996, the Crime and Disorder Act 1998, the Anti-social Behaviour Act 2003 and the Anti-social Behaviour, Crime and Policing Act 2014.

WH is the arm's length management organisation set up by the City of Wolverhampton Council to manage, monitor and improve its housing stock. WH has the delegated authority for the housing management function of the City of Wolverhampton Council properties where it is the managing agent. As well as dealing with incidents of anti-social behaviour (ASB) in council-owned properties, since May 2013 WH has been responsible for delivering an ASB service on behalf of the City of Wolverhampton Council in relation to ASB in private housing as well as non-housing ASB.

1. Purpose of the policy

Part 2 of section 12 of the ASB Act 2003 requires housing organisations to prepare a policy in relation to ASB and procedures for dealing with occurrences of ASB.

The policy provides guidance for officers, residents, businesses and members of the public on how Wolverhampton ASB Team responds to complaints of ASB.

The policy also outlines the commitment to our duties in relation to the Equality Act 2010 (with regard to ASB and hate crime) which aims to eliminate unlawful discrimination, advance equality of opportunity and foster good relations.

2. Policy statement

WH aims to ensure everyone can enjoy their right to peace, quiet and security in and around where they live and/or work. The ASB Team recognises that it must be effective in tackling the problems created by ASB and has adopted the following approach:

- Our approach is one of prevention, diversion, enforcement and support;
- We will respond to every report of ASB;
- Investigation will start at the earliest possible time after receipt of the complaint and will be conducted with all reasonable speed;
- Investigations will seek to identify and interview all interested parties;
- Complainants will be advised of progress on their case and will be involved throughout the course of the investigation;
- Where appropriate, parties will be encouraged to engage in the mediation process;
- We will work with perpetrators of ASB to encourage them to address their problematic behaviour;
- When required, we will use a range of legal and non-legal interventions against perpetrators of ASB.
- We will provide support for victims and witnesses of ASB;

- We recognise the importance of partnership working and work in collaboration with key agencies;
- We will demonstrate that we will not tolerate ASB and will make this clear to residents and to the wider public;
- Extensive procedures have been developed for staff when dealing with ASB. The procedures conform to ISO 9001 Quality Standards and are regularly reviewed and audited;
- We provide a specialist service that comprises a team of qualified and experienced officers. The ASB Team will provide internal staff training as well as offering training and advice to other agencies;

3. Definitions

3.1 ASB

For the purposes of this policy, the definition of ASB is consistent with that used in the ASB, Crime and Policing Act 2014, which is:

- Conduct that has caused, or is likely to cause, harassment, alarm or distress to any person;
- Conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; or,
- Conduct capable of causing housing-related nuisance or annoyance to any person.

3.2 Hate crime and hate incidents

Hate crimes and hate incidents are taken to mean any crime or incident where the perpetrator's hostility or prejudice against an identifiable group of people is a factor in determining who is victimised.

A hate crime or incident is any crime or incident which is perceived by the complainant or any other person to be motivated by hostility or prejudice based on a person's actual or perceived characteristics. The common monitored strands (protected characteristics) of hate crime include;

- Race and Ethnicity
- Religion and Beliefs
- Sexual Orientation
- Disability
- Transgender Identity (trans women & trans men)

3.3 Domestic abuse

Domestic abuse is controlling and coercive behaviour and includes physical, sexual or emotional abuse that takes place within an intimate or family-type relationship. This includes heterosexual relationships, gay and lesbian relationships and family relationships such as the abuse of older people, forced marriage, honour based crimes and female genital mutilation.

4. What is ASB?

4.1 Examples of ASB

Examples of ASB include, but are not limited to:

- Criminal behaviour
- Racist or homophobic behaviour and religious hatred
- Threatening or intimidating behaviour
- Gang membership
- Domestic violence
- Playing loud music
- Excessive noise
- Damage to property
- Uncontrolled pets
- Dumping rubbish
- Misusing motor vehicles
- Making malicious complaints

UNDER REVIEW

4.2 The City of Wolverhampton Council Tenancy Agreement

The following section applies to existing and prospective Wolverhampton Homes' tenants. Sections 48 - 50 of the City of Wolverhampton Council's Tenancy Agreement entitled **Anti-social Behaviour** state that tenants:

- Must not do anything in the property or in the neighbourhood which is of a criminal nature. Tenants must not cause criminal damage to the dwelling or allow or incite any other occupier or visitor to do so.
- 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 WH tenants, managing agents, employees, contractors or emergency services anywhere. Nor must [tenants] allow, fail to prevent or incite anyone living with [the tenant(s)] (including children) or visitors to do any of these things.
- 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 WH tenants, managing agents, employees, contractors or emergency services anywhere. Nor must [the tenant(s)] allow, fail to prevent or incite anyone living with [the tenant(s)] (including children) or visitors to do any of these things.

Sections 51 - 52 of the City of Wolverhampton Council's Tenancy Agreement entitled **Noise** state that tenants:

- Agree not to play or permit to be played by any other person residing in or visiting the property, any electrical equipment that omits noise or musical instrument or to operate any other equipment in the property, garden or communal area in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the neighbourhood.

- 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.

Section 53 of the City of Wolverhampton Council's Tenancy Agreement entitled **Drugs and Drug Dealing** states that tenants:

- 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 medicinal purposes) or to cultivate, manufacture or sell any drug. Nor must [tenants] 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 medicinal purposes) or to cultivate, manufacture or sell any drug.

Section 55 of the City of Wolverhampton Council's Tenancy Agreement entitled **Domestic Abuse** states that tenants:

- Must not abuse, assault, threaten or harass any person living with them sexually, emotionally or financially.

Sections 56 - 57 of the City of Wolverhampton Council's Tenancy Agreement entitled **Criminal Purposes** state that tenants:

- Must not use the property for criminal, immoral or illegal purposes. Nor must [tenant(s)] allow or fail to prevent anyone living with them (including children) or visitors to do any of these things.
- Will not use communal areas of the property for the consumption of alcohol which then causes behaviour that is a nuisance, annoyance or inconvenience to any person. Nor must [tenant(s)] allow or fail to prevent another person to do so.

5. What the ASB Team cannot deal with?

Whilst we recognise that nuisance may affect people in different ways and at different levels; not every complaint made to us will be dealt with as ASB. Some types are considered to be everyday living noises or minor lifestyle differences rather than ASB and therefore these complaints may not be investigated under the terms of this policy.

Examples of such behaviour are:

- People mowing their lawns or using other garden maintenance at reasonable times and frequency.
- People vacuuming or using other domestic appliances at reasonable times and frequency.
- People carrying out DIY/repairs at reasonable times
- Noise generated by everyday living, eg, walking across laminate flooring wearing shoes, people talking, crying babies, children playing.

- Cooking smells
- Children playing in their homes or in the locality of their homes or a designated playing area. Children playing balls games is normally not considered to be ASB.

6. Policy objectives

The main objectives of the policy are to:

- Encourage the reporting of incidents of ASB
- Ensure that incidents of ASB are reported, accurately recorded and monitored.
- Ensure that early action is taken to prevent the escalation of nuisance behaviour into serious ASB.
- Support victims, their families and witnesses.
- Advise victims and witnesses of the services that the City of Wolverhampton Council, WH and partner agencies can provide.
- Take a victim orientated approach when dealing with complaints
- Fully investigate complaints of ASB and deal with them within the given timescales
- Ensure that actual and potential perpetrators of ASB are aware of the consequences of their actions.
- Take legal action against the perpetrators where it is proportionate and where there is sufficient evidence to do so.
- Encourage a multi-agency approach to dealing with casework and finding resolutions to ASB.
- Ensure all relevant officers are fully trained to be able to deal with complaints of ASB.

7. Partnership working

ASB and its causes and effects are wide and varied. WH values, supports and contributes to partnership initiatives to reduce crime and ASB. Where necessary, we request, arrange and attend partnership meetings with relevant agencies where a multi-agency approach is required to resolve specific issues of ASB; these may include referral of cases to local tasking meetings or case conferences.

All partner agencies carry out a range of functions relating to ASB. In many instances in order to pursue a course of action, joint working will be an important part of the approach taken. Other partners may be able to provide evidence and additional information or provide specialist support services. Other agencies have specialist skills and resources or powers at their disposal. Partner agencies include:

- Community groups
- Voluntary sector organisations
- Early Help teams
- Public Protection Team
- Mediation services
- Mental health services
- Clinical Commissioning Group
- National Probation Service

- Community Rehabilitation Company
- Recovery Near You
- Registered social landlords
- Safer Wolverhampton Partnership
- Social services
- Tenant and resident groups
- Tenant management organisations
- West Midlands Fire Service
- West Midlands Police
- The City of Wolverhampton Council
- Wolverhampton Victim Support
- Youth Inclusion and Youth Offending Team
- Job Centre Plus
- Education, training and employment providers
- Private landlord forums

8. Types of remedies

Wolverhampton ASB Team uses a variety of remedies, both non-legal and legal. We seek to use the most appropriate remedy available to resolve ASB cases; these include:

8.1 Early and informal interventions

Early intervention through an informal approach can be successful in stopping ASB committed by most perpetrators. These methods will be considered and exhausted first as they can often stop bad behaviour before it escalates.

- **Verbal warnings/Written warning letters**
- **Mediation.** Mediation can be an effective tool, solving the issues by bringing all parties together to talk through their concerns. Wolverhampton ASB Team utilises the services of Wolverhampton Mediation Service via a service level agreement. The trained mediators provide a confidential, impartial service that can often solve many incidences of misunderstanding or ASB.
- **Acceptable behaviour contracts (ABC).** These are agreements with the perpetrators of ASB. The ABC consists of a list of anti-social acts that the perpetrator agrees to stop doing and outlines the consequences if the ABC is not complied with. ABCs are not legally binding but can be cited in court as evidence if the individual continues to behave in an anti-social manner and further action, such as an injunction or possession proceedings, is taken.
- **Support and counselling.** In many cases there are underlying causes of ASB. Substance misuse or alcohol dependency can often drive ASB. The ASB Team will signpost wherever possible to the appropriate agencies that can offer support and counselling depending on the circumstances of the person concerned.
- **Surveillance.** Wolverhampton ASB Team may work with partner agencies to carry out both overt and covert surveillance, which may be audio and/or visual. RIPA legislation will be complied with at all times. There may be occasions when disclosure of CCTV or audio recordings to a third party such as the police may be

required in order for the prevention and detection of crime and for the apprehension of offenders (in line with the Crime and Disorder Act 1998).

8.2 Legal actions

Where there is sufficient evidence and legal action is proportionate, the following legal tools may be considered.

- **Civil injunction.** A civil injunction is a court order to stop or prevent individuals engaging in ASB. It can resolve issues before they escalate any further. Positive requirements may be attached to the injunction which are designed to assist the perpetrator in addressing the underlying cause of the ASB they have engaged in (for example, substance abuse). If the terms of an injunction are breached, this can result in a fine, imprisonment and/or, if they are a Council tenant, mandatory eviction from their home. The injunction can be obtained for people causing ASB from the age of 10 years upwards and can be used on all housing tenures, not just social housing tenants, as well as those perpetrating ASB in public places such as shopping areas, open spaces, etc. When considering applying for a civil injunction on an individual(s), **Ex parte (emergency) civil injunction** – in some instances of serious behaviour an emergency injunction may be sought.
- **Criminal behaviour order.** A criminal behaviour order can be issued in a criminal court against a person who has been convicted of an offence to tackle the most persistent perpetrators of ASB who are also engaged in criminal activity. The ASB does not need to be part of the criminal offence. The order would include prohibitions to stop the ASB, but can also include positive requirements like in civil injunctions above.
- **Closure order.** Closure orders can be used to close a property of any tenure down when it is being used or is likely to be used to commit nuisance or disorder. This is a fast and flexible power that can be used to protect victims and communities by quickly closing premises causing ASB.
- **Community protection notice.** The community protection notice is intended to deal with ongoing nuisance which negatively affects the community's quality of life by targeting those responsible. The nuisance can include graffiti, rubbish or noise.
- **Public space protection order (PSPO).** This order imposes conditions which may include multiple restrictions and requirements in an area such as parks, alleyways or communal areas, where the ASB is detrimental to the local community. These include restrictions around drinking alcohol in a public place, dogs or noise. A PSPO can also restrict access - prior to the introduction of the ASB, Crime and Policing Act 2014, Gating Orders were used to close access to certain public rights of way where there had been ASB. Previously, gating was the only option but it may be possible under a PSPO to restrict the activities causing the ASB rather than stop access altogether.
- **Section 222 injunction.** Using their powers under the Local Government Act 1972, local authorities can apply to the civil courts for injunctions to restrain ASB that constitutes a public nuisance. Injunctions can prohibit an individual from entering the area where the nuisance has been committed and may also contain other prohibitions designed to restrain the type of ASB which has caused the public nuisance.

The following section applies only to existing and prospective WH tenants.

- **Introductory tenancies.** All new tenants have introductory tenancies. The use of introductory tenancies enables easier repossession of the property during the first 12 months of the tenancy where there are grounds for eviction. The tenant has the right to seek a review of the decision to seek possession which must be carried out within the statutory framework. The use of introductory tenancies in Wolverhampton provides a strong message to both new and existing tenants that ASB will not be tolerated.
- **Extension of introductory tenancy.** Where there are continuing doubts about the conduct of a tenant, for example, if complaints have been received about ASB, the introductory tenancy period may be extended for an additional 6 months. The tenant may request a review of this decision.
- **Demotion of tenancy.** Demotion orders allow us to apply to the courts to reduce the security of tenure for tenants and can be a precursor to possession of the property. If a secure tenancy is demoted for a period of one year, the tenant has some rights reduced such as the 'Right to Buy' and possession during this period is easier. Demotion orders are a serious warning to tenants that if the ASB continues swift action can be taken to seek possession of their home.
- **Possession proceedings.** This is court action that can lead to Council tenants being evicted from their homes. Before this stage is reached the tenant(s) involved will have had several warnings to stop their behaviour. Evicting people from their home is a very serious matter and this power will only be used in the most serious of cases.
- **Absolute ground for possession**
The ASB, Crime and Policing Act 2014 introduced a new absolute ground for possession of secure tenancies where serious ASB or criminality has already been proven by another court. This means that WH will no longer need to prove that it is reasonable to grant possession and the court must grant possession providing set procedures have been followed, and subject to any human rights or public law challenge.
- **Right to Buy.** The Housing Act 2004 contains measures to prevent anti-social secure tenants from buying their home under the 'Right to Buy'. These circumstances include when there is a possession order in force on the property whereby the landlord can apply to the court asking for the 'Right to Buy' to be suspended because of ASB. The court will stipulate for how long the 'Right to Buy' is suspended.

It is important to note that each case is different and is judged on its own merits. Legal action in some cases may not be an appropriate solution. In order to progress legal action Wolverhampton ASB Team applies to the County or Magistrates Court where evidence is presented and judgment is made by a district judge.

Other legal measures to address ASB include:

- **Housing Act 1996 Exclusion from the Waiting List.** This legislation allows local authorities the power to exclude certain categories of people from the housing register, for example, those with a record of serious ASB.
- **Protection from Harassment Act 1997.** This legislation provides a power of arrest and the possibility of a restraining order being obtained which could carry a

penalty of imprisonment. The intention is to prevent a perpetrator from entering an estate and/or harassing others.

- **Civil Evidence Act.** In civil proceedings, hearsay evidence is admissible. This allows evidence to be given where a witness is too frightened to attend court personally.
- **Confiscation of Alcohol (Young Person Act 1997).** A police officer can require that intoxicating liquor can be handed over by certain people in certain circumstances.
- **Sex Offenders Act 1997.** The legislation requires the police to maintain a register of sex offenders who fall within the remit of the legislation. A risk assessment is carried out on people who are registered and pose a risk to the community.
- **Clean Neighbourhoods and Environment Act 2005.** This legislation covers many of the problems affecting the quality of the local environment including nuisance vehicles and abandoned vehicles, litter, graffiti and fly-posting, fly-tipping, noise disturbance and dogs in public places.
- **Environmental Protection Act 1990.** Imposes a legal obligation on local authorities to investigate complaints of statutory nuisance which includes noise nuisance. Extreme noise can lead to equipment being seized and prosecution can lead to a fine. Wolverhampton ASB Team liaises with the City of Wolverhampton Council's Public Protection Team in cases where it is appropriate to use this legislation to abate noise nuisance and, where the perpetrator is a Council tenant, will consider further legal action against the tenant when an Abatement Notice has been served.
- **Crime and Disorder Act 1998.** This legislation contains certain powers that may be taken to prevent children becoming involved in criminal behaviour or ASB.

9. Hate crime/hate incidents and harassment

WH is committed to responding to all forms of hate crime, hate incidents and harassment in a robust way and to send out a clear message the seriousness with which we view any form of harassment.

Wolverhampton ASB Team and its key partners, including West Midlands Police, work together to:

- Take action to prevent harassment occurring and to stop it when it does occur.
- Put in place measures to prevent and deal effectively with complaints of harassment and provide appropriate support to the victims.
- Support staff and members of the public in reporting harassment when it occurs.
- Take effective action where appropriate in order to provide a safe environment for all and deter future acts of harassment.
- Provide staff with training in how to deal sensitively with such issues.

In 2015, WH became a third party reporting centre for hate crime so if victims and witnesses are not comfortable reporting an incident to the police, we can report incidents on their behalf and deal with the matter as part of the management of the ASB case.

9.1 'Mate crime'

WH are committed to tackling Disability Hate Crime, this includes 'mate crime'. WH have supported the development of the Safe Place Scheme in Wolverhampton as part of the work around tackling 'Mate Crime'. Although there is no statutory definition of 'mate crime' in United Kingdom law, the term is generally understood to refer to the befriending of people who are perceived by perpetrators to be vulnerable, for the purposes of taking advantage of, exploiting and/or abusing them. This can strongly, although not exclusively, be associated with people with a learning disability, learning difficulties or mental health conditions.

WH now operates as a hate crime reporting and signposting service and we ensure that victims are given guidance and advice on contacting specific hate crime support services and agencies.

10. Domestic abuse

WH will treat all domestic abuse cases as very serious and we are committed to providing support to complainants who are suffering from domestic abuse and, as outlined in WH's Domestic Abuse Policy and West Midlands Domestic Violence and Abuse standards, aims to prevent further violence or threat of violence. If agreed by the complainant, we will work with relevant partner agencies to achieve the best level of support, protection and action in cases of domestic abuse by:

- Ensuring risk assessments are undertaken and interventions provided within a risk-based framework; these may be provided either from within the ASB Team or via other support services within WH or partner agencies.
- Making referrals to Wolverhampton's domestic violence multi-agency risk assessment conference as appropriate
- Ensuring that the person experiencing violence or threats of violence, harassment or intimidation is central to what happens and is provided with all the support they need.
- Providing advice and information on support agencies, emergency contacts, emergency accommodation, re-housing options and how to get independent legal advice.
- Taking a risk assessment approach and, if appropriate, taking action against known perpetrators of domestic abuse using the tools and powers available under the provision of the ASB, Crime and Policing Act 2014. NB, these new tools and powers are complementary to and not a replacement for specific domestic abuse legislation such as non-molestation orders, occupation orders, domestic violence protection notices and domestic violence protection orders.
- Supporting staff and those people suffering from domestic abuse to report incidents when they occur.
- Making safeguarding referrals where appropriate
- Providing ASB Team staff with training in how to deal sensitively with such issues.

11. Gang Membership

The definition of street gangs set out in the Centre for Social Justices' report, 'Dying to Belong' is:

- "A relatively durable, predominantly street based group of young people who:
- See themselves (and are seen by others) as a discernible group;
- Engage in criminal activity and violence;
- Lay claim over territory (this is not geographical territory but can include an illegal economy territory);
- Have some form of identifying structural feature; and
- Are in conflict with other similar gangs".

Wolverhampton Homes supports the Safer Wolverhampton Partnership's 2016 to 2019 Preventing Gang Involvement and Youth Violence Strategy which seeks to stop people becoming involved in gangs in the first place with extra emphasis on early intervention and prevention and providing support to help people move away from violence and gangs.

Wolverhampton ASB Team is committed to supporting individuals at risk of becoming involved in gangs and will make referrals to specialist agencies as appropriate. If enforcement action is necessary, the ASB Team will work in partnership with West Midlands Police to utilise the most appropriate legal powers available to protect individuals and communities from the danger of gang-related violence.

12. 'Prevent' and 'Channel'

The Counter-terrorism and Security Act came into force on 1 July 2015. It places a duty on local authorities and other public bodies to have 'due regard to the need to prevent people from being drawn into terrorism and extremism'.

WH is committed to supporting vulnerable individuals at risk of being drawn into extremist ideology. We have increased joint working with relevant partners through 'Prevent' and have referral mechanisms in place for staff to staff to raise concerns. Wolverhampton ASB Team is represented at the multi-agency Channel Panel which meets to review cases where people have been identified as being at risk from radicalisation.

13. Child Sexual Exploitation (CSE)

Anyone working with Children and young people must be alert to the possibility for whom they have concerns may be sexually exploited. ASB Team staff have received CSE awareness training and referral/reporting mechanisms are in place should they have concerns.

14. Modern Day Slavery

The Modern Day Slavery Act came into force on 29 October 2015. It aims to detect, prevent and deal with all forms of modern slavery and labour exploitation.

The Act makes provisions about slavery, servitude, forced or compulsory labour and human trafficking. In accordance with the Act, WH strongly opposes slavery and human trafficking and would never knowingly conduct business with partners, contractors, supply chain or employees in such practice. We will therefore ensure that we work collaboratively with our partners, the local police and the Gang Master Licensing Authority to tackle any concerns or risks associated to Modern Slavery Traders. We will continue to work closely with our partners, contractors and the supply chain to ensure that 'slavery' and/or 'human trafficking' does not occur anywhere in the entirety of our operations.

WH will also take due regard to the need to notify the Homes Office of any individuals suspected of being victims of human trafficking or slavery. WH's adult and children's safeguarding procedures clearly outline the ways in which concerns around modern slavery should be dealt with. WH will undertake all reasonable and practical steps to educate our staff and supply chain by working closely and supporting the Gang masters Licensing Authority and by being represented on the Wolverhampton Modern Slavery Partnership. We will ensure that staff are able to report issues of concern to the appropriate agencies and through the Modern Slavery Helpline

15. Safeguarding

WH is committed to ensuring it adopts a robust and systematic approach to safeguarding children and adults in order that the processes it adopts run as a thread through all aspects of service delivery.

Staff will work with a range of agencies to safeguard the welfare of children and adults with care and support needs with whom they come into contact.

As a member of Wolverhampton Children's and Adults' Safeguarding Boards WH contributes to the overall strategy that aims to ensure engagement by all service providers within the city.

Wolverhampton ASB Team will carry out risk assessments on all complainants in ASB cases; exceptions to this are where the complaint is anonymous or where the referral comes from another agency (for example, the police). Where significant risks are identified, staff will make safeguarding referrals or referrals to other agencies as appropriate.

16. Prevention of ASB

WH is committed to preventing and deterring ASB.

16.1 The City of Wolverhampton Council's Housing Outreach Team

WH works in partnership with The Housing Outreach Team to provide support for tenants with ASB issues and timely referrals are made in order to minimise the impact of ASB on tenants and neighbourhoods. The Housing Outreach Team has successfully interceded and has resolved numerous cases where ASB has been cited as a cause of tenancy failure.

16.2 Housing Support Team

The remit of the Housing Support Team is to provide tailored, intensive and assertive support to those at significant risk of tenancy failure or those who have risk factors which indicate that they may have some difficulties successfully managing a tenancy.

The Housing Support Team works with the following:

- Families at risk of eviction due to ASB.
- Individuals where there is a prevalence of poor mental health which has an impact on their ability to manage their tenancy
- High risk domestic abuse cases
- Troubled families requiring intensive housing support

16.3 Diversionary activities

Making sure young people have activities they can easily access and which are appropriate for their age and particular needs can help to prevent and reduce ASB. Activities can help ensure that young people make constructive use of their leisure time. It is essential that supportive work with young people helps them to learn about the boundaries of behaviour that are expected by society and the impact that ASB can have on others. WH recognises the importance of diversionary activities in the prevention of ASB and contributes financially towards diversionary activity programmes across the city.

16.4 Role of the Concierge Service

Where it operates, WH's Concierge Service provides a daily face to face interaction with local residents. Concierge officers have a role in monitoring CCTV equipment and reporting incidences of ASB to the ASB Team and to the police so that appropriate action can be taken. Incidents witnessed by the concierge officers can be used as evidence in support of Wolverhampton ASB Team taking legal action.

16.5 Publicity

WH has a publicity policy for its ASB cases and, where appropriate, will publicise the action it takes in order to combat the problem. The intention is to provide information to reassure the public that action is being taken and to act as a deterrent.

Where appropriate, WH will publicise the action it takes and the approach it has to dealing with ASB through the use of press releases, newsletters, presentations and

training. Publicity may often be carried out jointly with the City of Wolverhampton Council and West Midlands Police.

16.6 Mapping/profiling ASB

Wolverhampton ASB Team recognises the importance of mapping complaints by type and area in order to develop a profile of ASB activity. The information will be used to determine hotspots and, in conjunction with partner agencies, to develop action plans for areas in order to combat ASB and prevent or reduce further activity.

17. Rehabilitation of perpetrators

In considering its response to ASB, Wolverhampton ASB Team will seek to balance the need for strong action with the need to rehabilitate offenders.

Cases can be referred to case conferences or local Tasking meetings for discussion with partner agencies to determine action and support for the individual. Where an individual has identified support needs a referral to a support agency is made. As outlined in section 13.2, referrals may also be made to WH Housing Support Team.

Younger perpetrators can experience problems with their family and school due to their behaviour. Wolverhampton ASB Team will look at the causes of the ASB and seek to involve parents/guardians. It may also be appropriate to contact their school or other agencies such as Social Services. Wolverhampton ASB Team promotes the use of acceptable behaviour contracts to moderate behaviour and monitors the contracts for any breaches or any support needs. In partnership with other agencies, officers will work with individuals who breach their contracts.

18. Cross-agency and cross-border working

18.1 Protocol with the City of Wolverhampton Council's Public Protection Team

As outlined at the beginning of this policy, as well as dealing with incidents of ASB in council-owned properties, since May 2013 WH has been responsible for delivering an ASB service on behalf of the City of Wolverhampton Council in relation to ASB in private housing and non-housing ASB.

In 2014 a review of ASB services across the city was carried out during which consideration was given to noise nuisance in private housing. It was concluded that complaints about noise (together with other environmental ASB such as fly tipping, dog fouling, etc) in private housing would continue to be managed by the City of Wolverhampton Council's Environmental Health Team. Complaints about noise and other environmental ASB occurring in Council tenancies are managed by Wolverhampton ASB Team.

A protocol exists between Wolverhampton ASB Team and the City of Wolverhampton Council's Public Protection Team to ensure partnership working and co-operation on the management of cases.

18.2 Protocol with tenant management organisations (TMO)

TMOs are responsible for the management of ASB in tenancies managed by the TMO. A protocol is in place between Wolverhampton ASB Team and TMOs to ensure partnership working and co-operation on the management of cross-tenure cases. Wolverhampton ASB Team also provides advice to TMOs on ASB cases should this be required.

18.3 Cross-border working

Over the past three years Wolverhampton ASB Team has developed links with other local authorities and agencies working across those areas in tackling cross-border ASB. Examples of this are:

- A high court injunction to stop the nuisance of 'car cruising' across the Black Country. In conjunction with West Midlands Police, the City of Wolverhampton Council's Legal Services and Wolverhampton ASB Team led on obtaining an injunction on behalf of the four Black Country local authorities of Walsall, Dudley and Sandwell.
- Collaboration with ASB colleagues from Centro to tackle individuals causing ASB on buses across the region.

This collaborative working with cross-border agencies will continue.

19. Training of staff

All officers dealing with ASB will receive training on WH's policies and procedures, together with specialist training and training on statutory changes. Training will also be provided to staff from other agencies as requested.

20. Data protection and information sharing

WH is a signatory to the Safer Wolverhampton Partnership's Information Sharing protocol. The protocol encompasses:

- Information on the data protection implications of the Crime and Disorder Act 1998.
- Guidance on the Human Rights Act 1998 and the principle of proportionality.
- Guidance on the Data Protection Act 1998.

21. How to report ASB

A complaint can be made about ASB by:

- Telephoning the ASB Reporting Line – 01902 551188.
- Email - customer.services@wolverhampton.gov.uk
- Writing to the ASB Team –
Wolverhampton ASB Team, PO Box 6935, Wolverhampton, WV1 9YJ
- Visiting a WH One Stop Shop

Complainants will be asked to provide their name, address and contact details. Please note that if a complaint is anonymous, any investigation may be limited because of a lack of information.

NB. Wolverhampton ASB Team does not provide an emergency response service. If an urgent police response is required, you should call 999. For routine police matters, call 101.

22. What complainants can do

- In the first instance you may wish to try speaking to the person responsible.
- Report incidents of ASB to Wolverhampton ASB Team and, if appropriate, to the police.
- Keep a written record of all incidents, for example, when the incident occurred, what happened, and who was there.
- Tell us the names of those who are behaving in an anti-social manner. If you do not know their names tell us what they look like and what they were wearing.
- We will not disclose your details to an alleged perpetrator without your consent.
- Play an active part in helping us resolve the matter. For example, if appropriate, be open to mediating with the other party.

23. What Wolverhampton ASB Team will do

Wolverhampton ASB Team will respond to all reports of ASB swiftly and efficiently. The action we take will depend on the nature of the complaint. Any action will be agreed with the complainant. We will maintain contact throughout the course of the complaint and advise complainants on progress that is being made.

Wolverhampton ASB Team will:

- Work in partnership with other agencies to tackle problems and provide support. This may involve sharing information about you with partner agencies, for example West Midlands Police. Before this happens, however, you will be requested to give your consent to information about you being shared.
- If there are any concerns about adult or child safeguarding, information will be shared with relevant agencies irrespective of whether consent has been obtained.
- Refer to other agencies where appropriate.
- Treat hate crime/hate incidents as a serious matter.
- Deal with incidents of domestic violence from the victim's point of view.
- Support victims and witnesses.
- Contact the people responsible quickly to try to prevent further ASB.
- Aim to prevent ASB and moderate behaviour before taking legal action.

Complainants will be:

- Contacted within the timescales outlined in the categories below and, where appropriate, arrangements made for an initial visit by a member of the ASB

Team. A visit may not always be appropriate, for example, the complainant may not want a visit or may not wish to pursue their complaint.

- Provided with contact details of the officer dealing with their case.
- Provided with information about they should record incidents of ASB.
- Provided with details of who they should contact in an emergency.

When we receive a complaint the ASB Team will respond as follows:

Category A: Serious

- Harassment/intimidation (includes threatening behaviour).
- Criminal activity such as assault, arson or theft.
- Domestic violence.
- Hate related incidents and hate crime.
- Sexual acts such as indecent exposure or prostitution.

The complainant will be contacted within 1 working day. An exception to this will be where there is police involvement in which case Wolverhampton ASB Team will liaise directly with the police to agree which agency will lead on investigating the matter. In some cases it may be necessary to redirect your complaint to a more appropriate agency, for example, the police.

Category B: Persistent

- Damage to property or vandalism.
- Noise, such as loud music, shouting, domestic noise or vehicle noise in or around Council tenancies. (Please note that if noise is occurring in private housing, this should be reported to the City of Wolverhampton Council's Environmental Health Department).
- General nuisance including groups of people causing problems, foul and abusive language.
- Drug related activity such as drug dealing and syringes.
- Animal related nuisance in WH tenancies such as uncontrolled dogs. (Please note that if animal related nuisance is occurring in private housing, this should be reported to the City of Wolverhampton Council's Environmental Health Department).

The complainant will be contacted within 3 working days. An exception to this would be where there is police involvement in which case Wolverhampton ASB Team will liaise directly with the police to agree which agency will lead on investigating the matter. In some cases it may be necessary to redirect your complaint to a more appropriate agency, for example, the police.

Category C: Nuisance

Environmental issues in or around Council properties such as:

Dog fouling

Fly tipping

Abandoned vehicles

Rubbish

Graffiti (unless of a hate-related nature when it will be dealt with as a Category A complaint)

Hoarding

The complainant will be contacted within 5 working days. Please note that environmental issues described above that occur in areas of private housing, on the public highway and in public areas fall under the remit of the City of Wolverhampton Council's Environmental Health Department.

24. Support of complainants and witnesses

While we are investigating an ASB complaint, Wolverhampton ASB Team will keep the complainant informed through regular contact either by telephone, email, in writing or by a visiting in person. In all cases, Wolverhampton ASB Team will support complainants and witnesses:

- At the start of the investigation we will complete an assessment which will help us identify any support the complainant may require either by WH or other agencies with whom we work in partnership.
- Provide the complainant with information about how to record incidents of ASB
- Advise the complainant about improving their security at home if required.
- Provide practical support for victims and witnesses during court cases.
- Provide regular staff contact.
- Where appropriate, provide a personal escort for victims and witnesses to and from court.
- Use injunctive powers to address witness intimidation.
- With the complainant's permission, refer them to the Victim and Witness Support Officer.

25. Links to other policies

This policy does not work in isolation. Other policies that support or influence this area include:

- **Housing allocations.** An applicant can be excluded from the housing register where they (or any member of their household) have perpetrated ASB serious enough to make them unsuitable to be a tenant. This behaviour must be so serious that (if the applicant had been a secure tenant at the time) it would have entitled WH to a possession order under Section 84 of the Housing Act 1985, Part 1 of Schedule 2 (except ground 8). We would need to be satisfied that the order would not be suspended.

We will clearly explain the terms of the tenancy agreement to all new tenants, drawing particular attention to the clauses surround neighbour nuisance and ASB.

All new applicants who are offered housing will receive a post-tenancy visit within 28 working days of their new tenancy start date. The purpose of this visit will be to check that they have settled into their new home and to raise any problems that may have come to light in the first few weeks of their tenancy, such as nuisance and ASB.

- **Homelessness.** Where legal action is being taken against someone's tenancy for ASB, we will advise the City of Wolverhampton Council's Housing Options section. A joint visit may be undertaken at this time.
We are committed to sustaining tenancies ensuring, where appropriate, support is provided to help individuals amend their behaviour. However, it is recognised that legal action will, where appropriate, be necessary in order to bring ASB to an end.
If a household becomes homeless as a result of their ASB and they are subsequently found to be intentionally homeless, then any duty would be restricted to the provision of temporary accommodation for a limited period.
- **Equality and diversity.** WH is committed to genuine equality of opportunity and valuing diversity in its role as a community leader in service delivery, employment and as a procurer of services.
At WH, we believe that everyone has the right to be treated equitably, with respect for their cultures and values and to feel safe and secure in their own home and neighbourhood.
We will not tolerate any form of discrimination and are therefore committed to the elimination of all forms of discrimination in all our policies, procedures and practices. We will make sure that no person or group applying for housing services or employment will be treated less favourably than any other person or group because of their individual characteristics. These characteristics include, but are not limited to, disability, ethnicity, race, colour, gender, age, religion, sexual orientation, gender reassignment and marital status.

26. Customer satisfaction

Customer satisfaction surveys will be carried out in order to determine the level of satisfaction with the service provided. Performance indicators will be set for the speed of our response to complaints and for the level of customer satisfaction. Where customers are not satisfied with the service provided, a senior member of staff from the ASB Team will contact them to discuss their dissatisfaction and explore whether anything else can be done to assist the complainant. This information will be utilised to determine if and how we can learn and aid service improvement.

27. Complaints, compliments and suggestions

Wolverhampton Homes is committed to providing customers with excellent service. Customers can help us to make sure we are doing this by letting us know their views.

We want to hear from customers if they:

- Have received a particularly good service;
- Are unhappy with the service they have received from us or feel that they have been unfairly treated;
- Have a suggestion on how we could improve.

If a complaint relates to a service where there is an existing process for dealing with complaints or appeals we will let the customer know and advise them who will deal with the matter or how they can progress.

Ways customers can contact us with a complaint, compliment or suggestion:

- Email us at complimentsandcomplaints@wolverhamptonhomes.org.uk
- Online form on the Wolverhampton Homes website – <https://www.wolverhamptonhomes.org.uk/aboutus/contact-us/compliments-complaints-and-suggestions>
- Write to us: Customer Feedback Officer, Wolverhampton Homes, 29 Market Street, Wolverhampton, WV1 3AG
- Call us on 01902 556789
- Ask a relative, advocate or friend to contact us on their behalf

What is a complaint?

A complaint is an expression of dissatisfaction about any of our services or the service provided by anyone on our behalf. Examples of a complaint include where a customer believes:

- We have failed to do something we should have done.
- We have treated them unfairly.

Different stages of complaints

We currently have a two stage complaint procedure.

Stage 1

We aim to resolve all complaints at stage 1.

When a customer makes a complaint we will try to resolve the matter straightaway. If we are not able to we will acknowledge the complaint within 4 calendar days. We will then pass the complaint to the manager responsible for the service which the customer has received. They will then respond to the customer within 14 calendar days.

If the investigation is going to take longer we will be in touch to let the customer know when they can expect a full reply.

Stage 2

We hope that the customer is satisfied with the response given at stage 1. But if the customer thinks we have not addressed the issue properly or that they have got new evidence or information which we need to know about then they can ask us to review our original decision. The customer needs to do this within 28 days if possible.

The customer will need to tell us why they are not satisfied; detailing exactly what issues they think we have not fully addressed, or if they think there is something inaccurate in our reply or they have new evidence/information.

The complaint will be reviewed and responded to by the relevant service director. They will reply within 14 calendar days. If it is going to take longer they will get in touch to let the customer know when they can expect a full reply.

This is the final stage of the Wolverhampton Homes Complaint Procedure.

If the customer is not satisfied with the response given at Stage 2 – we will let them know how to progress their complaint further. See below for more details.

What other options are there?

If the complaint relates to a service area covered by the Housing Ombudsman and the customer is not satisfied with the response to their complaint after they have completed our procedure, they can refer their complaint to:

1. A designated person, defined as an MP, Local Councillor or a Recognised Tenant Panel Member. They are there to help to try and resolve complaints locally. If the designated person cannot help, they can refer a complaint to the Housing Ombudsman. If the designated person refuses to deal with your complaint customers can contact the Housing Ombudsman directly – see point 2 below.

OR

2. The customer can wait eight weeks and refer their complaint directly to the Housing Ombudsman.

Contact details for the Housing Ombudsman are:

Housing Ombudsman Service, 81 Aldwych, London, WC2B 4HN
Telephone: 0300 111 3000
Email: info@housing-ombudsman.org.uk
Housing Ombudsman Website: www.housing-ombudsman.org.uk

If the complaint relates to a service area covered by the Local Government Ombudsman we will let the customer know and give them their contact details.

28. Community Trigger

What is the Community Trigger?

The Anti-Social Behaviour, Crime and Policing Act 2014 introduced a number of measures to improve the way in which agencies work together to tackle ASB. These include ways of giving victims a greater say in how ASB is dealt with. The Community Trigger gives victims of ASB or hate crime the right to request a case review if they are not satisfied with how their case has been dealt with by agencies.

If the Community Trigger request meets the required threshold, agencies including the City of Wolverhampton Council, Wolverhampton ASB Team, West Midlands Police and social housing providers have a duty to carry out a case review.

What is the threshold for the Community Trigger?

For a case review to take place, one of the following criteria needs to be met:

- If an individual has reported three separate incidents relating to the same problem in the past six months to the Council, Police or registered social landlord [and is not satisfied with how their case has been dealt with];

OR

- If an individual has reported one incident or crime motivated by hate (due to race, religion, disability, sexual orientation or transgender identity) in the last six months and no action has been taken;

OR

- If at least five people have made reports about the same problem in the past six months to the Council, Police or registered social landlord and no action has been taken.

To qualify for a review under the Community Trigger the ASB/hate crime must be reported within one month of the alleged behaviour taking place.

Who can use the Community Trigger?

The Community Trigger can be used by:

- A person who believes they have experienced harassment, alarm and distress and are not satisfied with the response they have received from agencies;
- A person acting on behalf of a victim, for example, a family member, friend, carer, councillor, MP or other professional person. The victim's consent should be sought by the person using the Community Trigger on their behalf;
- The victim can be an individual, a business or a community group.

How can a request for a Community Trigger case review be made?

Customers can request a review of their case by:

1. Completing an on line form – available from <http://www.wolverhampton.gov.uk/article/5618/Community-Trigger>
2. Downloading a Community Trigger request form - available from <http://www.wolverhampton.gov.uk/article/5618/Community-Trigger>
3. 'Phoning us on 01902 551188 and we will take your details over the 'phone.

What happens next?

Once the Community Trigger request form is received, the case will be assessed and, if the threshold has been met, the agencies involved in the case will conduct a review of the way in which it has been dealt with. If the review panel feels that further

action is required, they may make recommendations to the relevant agency. The customer will be kept informed throughout the review process.

Further information about the Community Trigger

More information about the Community Trigger can be found at <http://www.wolverhampton.gov.uk/article/5618/Community-Trigger>

29. Monitoring and review

We will consult with service users, staff and internal/external agencies in the periodic review of this policy and procedure. We will review this policy every year to ensure that any changes in best practice and government legislation are incorporated.

UNDER REVIEW

Wolverhampton
City Council



Secure Tenancy Agreement

Affordable Rent

☐

Social Rent

☐

New Park Village TMC Ltd



SAMPLE

Tenancy Agreement

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.

All tenancies provided by Wolverhampton City Council are secure tenancies unless otherwise specified.

The Council or its agent may apply to the County Court for a demotion order to allow a secure tenancy to be replaced with a demoted tenancy.

(For more information see www.wolverhamptonhomes.org.uk).

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 EMB, The Management Centre, 14 Kempthorne Avenue, Low Hill, Wolverhampton, WV10 9JG, 01902 552992, info@bushburyhill.co.uk
www.bushburyhill.co.uk

Dovecotes TMO, 86 Ryefield, Pendeford, Wolverhampton, WV8 1UD, 01902 552780,
DovecotesTMO@wolverhampton.gov.uk

New Park Village TMC, Ellerton House, Ellerton Walk, New Park Village, Wolverhampton, WV10 0UG, 01902 552670, dave.cash@npv.org.uk

Springfield Horseshoe TMC, 27 Burton Road, Springfields, Wolverhampton, WV10 0EG, 01902 552872
springfieldhorseshoe@wolverhampton.gov.uk

Wolverhampton Homes, Hickman Avenue, Chillington Fields, Wolverhampton, WV1 2BY, 01902 556789, homes.direct@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. 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.

(Further information can be found at www.wolverhamptonhomes.org.uk)

Definitions

Animal/Pet	Any animal or pet including birds, insects, reptiles, spiders and fish.
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, improvements or any other tasks we deem necessary.
Communal Areas	Includes: 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 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 defined boundary, including perimeter walls, railings, gates, hedges, trees and fencing.
Emergency Services	The police, the fire brigade and the ambulance service.
Mutual Exchange	To swap your home with another tenant with permission from the Council.
Fair Wear and Tear	This is damage that naturally and inevitably occurs as a result of normal wear, use or ageing.
Flat	A home which forms part of a larger building.
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.
Neighbourhood	The whole of the estate or area the property is in, including privately owned or housing association properties.
Lodger	A person who occupies a rented room in another's property.
Managing Agent	These are any of the organisations listed above which manage the Council's housing stock who manage your property.
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.
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: 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 81-83.
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 will end at 12 noon on a Monday.
- 2) We will ensure that you have secure occupation (unless otherwise stated) of 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 which may include rent, service charges and other monies due.
- 4) We will review rent and service charges payable on the dwelling on an annual basis and/or if the dwelling is improved. We will notify you of any changes in rent or service charges or other charges in writing at least four weeks in advance.
- 5) We will apply any monies outstanding from any previous tenancy to the rent account of this agreement.
- 6) We reserve the right to introduce other relevant service charges following a consultation process.
- 7) 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 see www.wolverhamptonhomes.org.uk).

Repairs, Improvements and Maintenance

- 8) We will carry out routine repairs and all repairs covered by repair legislation within prescribed time scales.

(For more information please see www.wolverhamptonhomes.org.uk).

- 9) 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.
- 10) We will maintain the structure and exterior of the dwelling. A service charge will be levied for improving and or replacing fencing.
- 11) We reserve the right to access the dwelling for the purpose of carrying out any improvement.

- 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.

(For more information please see www.wolverhamptonhomes.org.uk).

- 13) We are responsible for the maintenance, repair and replacement of smoke detectors. We are not responsible for the supply or metering of mains Gas, Electricity, or Water.

Communal Facilities

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

Trees

- 15) We will only maintain a tree 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 quality;
 - Extreme situations of restricted light and financial hardship and/or
 - 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

- 16) 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.
- 17) 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) Inviting comments from Wolverhampton Federation of Tenants Associations on matters of general policy or practice change;
- d) Seeking views of relevant consultative forums;
- e) 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
- f) Receiving recommendations from managing agents.

The Tenant's Rights and Responsibilities

Security of Tenure

- 18) Subject to the terms of this agreement you have the right to secure occupation of the dwelling so long as it is your only or principal home and you are not in breach of the terms of this agreement.

Occupation

- 19) You agree to live in the dwelling as your only or principal home.
- 20) You must advise 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.
- 21) You will allow us access to the dwelling for the purpose of conducting a tenancy audit.
- 22) You agree not to smoke 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 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.

Rent and Service Charges

- 24) Rent is payable weekly 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.
- 25) You agree to be proactive in applying for any benefit to which you are entitled within the prescribed time to do so. You also agree to make every effort to comply with requests for any document or further information on time. Further you agree to notify the relevant benefit and welfare authority immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance.
- 26) You understand that failure to co-operate with any benefits and welfare authority to ensure correct payments could lead to arrears accruing and possible possession action being taken against you.
- 27) You agree that you will pay us on time for any rent due including service charges, heating charges and any other charges shown on your rent statement. You also agree that paying your rent is your responsibility.
- 28) You agree to 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.
- 29) You may pay rent and any other charges fortnightly or monthly by agreement with us but these payments must be made in advance.
- 30) Credit balances on rent accounts will be used to clear or offset any housing related debts payable to the Council or its managing agent before being refunded.

Repairs, Improvements and Maintenance

- 31) 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 agree to reimburse us for all such costs incurred.
- 32) You must keep the property clean and in good decorative order.
- 33) 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 agree to pay us the cost of doing any repair or work which is your

responsibility under this clause.

- 34) You will be charged and agree to pay us 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.
- 35) You must not make any additions, alterations or improvements to the dwelling including its structure, internal and external walls, gardens or fences without our written consent. 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 agree to 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 agree to 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.
- 36) You are responsible for the repair and maintenance of certain items within a reasonable period of time including but not limited to:
- Reglazing windows and doors where damage has been caused;
 - Broken doors;
 - 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;
 - 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 at clause 15) 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).

- 37) You agree to check your smoke detectors on a regular basis and report any fault regarding the detector to us as soon as possible.
- 38) You are responsible for, and are strongly advised to take out, Home Contents Insurance which may cover many of the items listed in clause 36. Equally we do not reimburse for any loss that may arise from an adjoining or neighbouring property. **We do not insure home contents.**

(For more information please see www.wolverhamptonhomes.org.uk).

- 39) You agree to allow us or the emergency services access to the dwelling to inspect its condition and carry out repairs, improvements, pest control, inspection of gas appliances, safety checks (such as electrical condition reports etc.) and any other works to the dwelling which we may consider desirable or necessary, including making good any failure to carry out your obligations under this agreement.
- 40) 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.

Gas Inspections

- 41) You must allow us access to the property to undertake a check of any gas fitting and the flues serving it in the Property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. You are obliged to provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access. If you fail to provide access for the gas safety inspection we have the right to take relevant legal action to either force you to allow us access to the property or for permission to force entry to the property.

Essential Works and Moving into Temporary Accommodation

- 42) 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 agree to leave the temporary accommodation and return to the property upon completion of the works or improvements.

Aerials and Satellite Dishes

- 43) 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.

We will not give permission under any circumstances where there is a landlord's aerial installed to which you have access.

- 44) 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

- 45) 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 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 discretely 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

- 46) You must not allow power cables to extend beyond the boundaries of the dwelling.
- 47) 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.

Anti-Social Behaviour

- 48) 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.
- 49) 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.

- 50) 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.

Noise

- 51) You agree not to play or permit to be played by any other person residing in or visiting the Property, any electrical equipment that omits noise or musical instrument or to operate any other equipment in the Property, garden or communal area in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the neighbourhood.
- 52) 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

- 53) 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

- 54) 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
 - 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

Domestic Abuse

- 55) You must not abuse, assault, threaten or harass any person living with you sexually, emotionally or financially.

Criminal Purposes

- 56) You must not use the property for criminal, immoral or illegal purposes. Nor must you allow or fail to prevent anyone living with you (including children) or your visitors to do any of these things.
- 57) You will not use communal areas of the Property for the consumption of alcohol which then causes behaviour that is a nuisance, annoyance or inconvenience to any person. Nor must you allow or fail to prevent another person to do so.

Gardens and Trees

- 58) You will, at all times, 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.
- 59) 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.
- 60) You are responsible for the maintenance of any tree within the boundaries of your property unless any of the clauses in this agreement apply.

Use of the Dwelling

- 61) 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. Should we have to remove refuse from any landing or communal area you will be charged and agree to pay us our costs of doing so.
- 62) You must not lay floor coverings, mats or place decorative items or materials on landings or communal areas. Nor must you store pushchairs, bicycles, motor bikes and/or motorised scooters on landings or internal communal areas. Smoking is not permitted in any communal area.
- 63) You will not use or allow to be used, any part of the dwelling for business or trade, nor will you display any sign or use any advertising in connection, with

that business or trade, without our written consent. Subject to any necessary planning consent, permission may be given provided the business or trade is legal and would not cause inconvenience, nuisance or annoyance to neighbours.

- 64) You agree that loft and attic spaces are used entirely at your own risk because they do not form part of the habitable part of the dwelling and as such have not been adapted by us for use of any kind. You agree that we are not responsible for any damage or personal injury to any person or their property arising from the use of loft and attic spaces. Furthermore you agree to return the loft or attic space to a clean and empty state when your tenancy ends. Should we have to clear any such loft or attic space you agree to pay our costs of doing so.

Hoarding, Property Neglect, Vermin and Pests

- 65) You must not use the property in a manner which in our opinion 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 including but not limited to, taking steps to eradicate any pest or vermin infestation within the Property.

Ventilation

- 66) You must ensure that the property is kept well ventilated. Items should not be dried on radiators without suitable aeration. You agree to use any equipment provided or installed in the property correctly to ensure proper ventilation.

Laminate Flooring

- 67) You must obtain our written permission prior to installing floor tiles, laminate or wooden flooring or flooring of a similar nature. If you install any such flooring without our prior written permission, we will require 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.

Fire Safety

- 68) If you live in a flat or maisonette, you must not use or store liquid gas or paraffin heaters and must not light barbeques on balconies.
- 69) You must not store any inflammable, explosive or noxious substances, such as paraffin or petrol, in the dwelling.
- 70) 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.)

Assignment

- 71) You can only assign the tenancy:
- a) by way of mutual exchange; or
 - b) to someone who would be eligible to succeed to the tenancy if the tenant died immediately before the assignment; or
 - c) following an order of a court.

In (a and b), our written permission is required before you can do this.

Sub Letting

- 72) You must not sublet any part or all of the dwelling without our written permission, subject to the provisions of any clause in this tenancy agreement.
- a) If you sublet or part with possession of all or part of the dwelling, the tenancy will cease to be secure and cannot become secure again.

Lodgers

- 73) You may take in lodgers, without our permission, so long as this does not cause overcrowding. You agree to inform us immediately should a lodger join or leave the property. A dwelling is overcrowded if the number of people resident is more than the 'permitted number'.
- a) The 'permitted number' for the dwelling to which this tenancy agreement relates is shown on the signed agreement.
 - b) 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.

- c) 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'.

Vehicles and Parking

- 74) You may only park one private or light goods taxation class motor vehicle 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 hard-standing safely.
- 75) 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 hard-standings, 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.
- 76) 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.
- 77) 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.
- 78) 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.
- 79) 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

- 80) You must not keep any animal that is unsuitable for the dwelling such as livestock, horses or goats, nor must you allow any other person living with you to do so.

(For more information see www.wolverhamptonhomes.org.uk).

- a) You must not keep a cat or dog in any high or medium rise flat (three storeys or above) under any circumstances.
 - b) You must not keep a dog in any dwelling that does not have direct access to an exclusive garden.
 - c) If you or another occupier of the property requires an assistance dog we give permission for you to keep such an animal in your property. You agree to notify us if you are keeping an assistance dog in your property.
 - d) You must not keep a dog as specified in the Dangerous Dogs Act 1991 (as amended in 1997), or any illegal breed of animal.
 - e) Animals must not be kept in the dwelling, or any part thereof, for breeding or any commercial or illegal purposes.
 - f) The keeping of dogs and cats is limited to a total of two animals.
 - g) 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.
 - h) You must not neglect any animal kept in the dwelling or any part thereof.
 - i) You must not allow animals, in particular dogs to be kept alone in dwellings for excessive periods without exercise or companionship.
 - j) The keeping of dangerous reptiles, poisonous snakes, arachnids or insects is prohibited.
- 81) You agree to keep all dogs in a secure room when any of our tenants, managing agents, employees, contractors or emergency services visit the property. If your animal or pet causes a nuisance to any council officer, agent, contractor or anyone else, we will ask you to remove it from the property.
- 82) You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to 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 agree to pay us or our contractors the cost of any remedial work necessary to fencing as a result of the animal's behaviour.

Tenancy Fraud

- 83) We may prosecute you if you part with possession of the property or sublet the whole of it as provided for by the Prevention of Social Housing Fraud Act 2013.
- 84) 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.

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.

- 85) You agree to allow us to undertake a full inspection of the property on reasonable notice and to co-operate fully with the process.

Right to Buy

- 86) You may be able to purchase your home under the Right to Buy Scheme.

(For more information see www.wolverhamptonhomes.org.uk).

Succession

- 87) 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.
- a) If the secure tenancy was granted prior to the 1st August 2013 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; 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 August 2013 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; 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 87 (a) only)

- 88) We may seek possession of the dwelling where, following succession, the dwelling becomes substantially under occupied (normally 2 or more bedrooms) 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.
- 89) Where there is no legal successor but someone is left in the property, consideration will be given to allowing that person to be given a tenancy 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.

General Legal

- 90) 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 orders (ASBOs) in the Magistrates and County Courts to control tenants who act in an anti-social manner. We can also take action against you in relation to Housing Fraud in the Magistrates and County Court which could involve but is not limited to seeking an Unlawful Profit Order and/or prosecution for unlawfully subletting your property.
- 91) 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.

- 92) 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.

Demotion Order

- 93) In cases involving anti-social behaviour, we may apply to the Court for a Demotion Order. A Demotion Order demotes a secure tenancy to a demoted tenancy for an initial period of one year. We will usually give you four weeks' notice of our intention to apply for a Demotion Order but can apply to Court for permission to dispense with any notice in serious cases. The notice will tell you why we are applying for a Demotion Order and the statutory basis for doing so.

Terminating the Tenancy

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

- 94) **Notice by you.** This must be in writing and signed by you (or a recognised mark) giving a minimum of 4 weeks' notice to expire on a Monday. 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 may dispose of any items left in or about the dwelling when the tenancy ends. We will charge you for this and you agree to pay. If any such items are sold, we may deduct, from the proceeds of sale, any unpaid rent or charges in respect of the tenancy and any costs incurred by us in clearing the dwelling and gardens and disposing of items left in or about the dwelling.
 - b) You agree to pay us in full for any costs incurred in removal and disposal of any goods or belongings left in the property including but not limited to sales fees.
 - c) You will be charged and agree to pay for repair costs of any deliberate or reckless damage that was your responsibility as the tenant (e.g. damage to doors). This includes deliberate damage or reckless damage caused by anyone living with, visiting you or pets. 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 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.

(For more information see www.wolverhamptonhomes.org.uk).

- 95) ***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.
- 96) ***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

- 97) 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.
- 98) This tenancy agreement shall incorporate the provisions as to Notices contained in s.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.
- 99) Any notices should be served by you, on us as Landlord, at your managing agents address.

NOTES

SAMPLE

TENANCY AGREEMENT SIGNATURES TENANT COPY

This document is a tenancy agreement between: NAME OF TENANT(S):

.....
.....

AND WOLVERHAMPTON CITY COUNCIL MANAGING AGENT.....

ADDRESS OF DWELLING: (THE PROPERTY)

.....

Postcode.....DWELLING TYPE:.....

Initial Weekly Affordable/Social Rent:Service Charges:

OtherTotal:

The '**permitted number**' of occupants for the dwelling to which this Tenancy Agreement relates is ____ person(s).

START DATE OF TENANCY:.....

By signing this tenancy agreement you agree to be bound by all of the clauses contained in this agreement and understand your obligations and those of the Council. You also agree that you have read and fully understood all of the clauses and their application in particular the clauses concerning:

- Payment of Rent and Service Charges
- Anti-Social Behaviour
- Tenancy Fraud

If you are unsure as to the effect of any of the clauses you should ask the Council or its agents for an explanation.

You also confirm that the information you have provided to induce the offer of this tenancy is true and accurate to the best of your knowledge and belief and that should you later become aware of anything which is not true you undertake to immediately disclose it to us.

Signed

Print Name (Tenant/s)

Signed

Print Name (Tenant/s)

Signed, on behalf of Wolverhampton City Council and their agent.....

Print Name Day Month Year 20.....

SAMPLE

TENANCY AGREEMENT SIGNATURES COUNCIL/AGENTS

COPY

This document is a tenancy agreement between: NAME OF TENANT(S):

.....
AND WOLVERHAMPTON CITY COUNCIL MANAGING AGENT.....

ADDRESS OF DWELLING: (THE PROPERTY)

Postcode.....DWELLING TYPE:.....

Initial Weekly Affordable/Social Rent:Service Charges:

OtherTotal:

The '**permitted number**' of occupants for the dwelling to which this Tenancy Agreement relates is ____ person(s).

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- Payment of Rent and Service Charges
- Anti-Social Behaviour
- Tenancy Fraud

If you are unsure as to the effect of any of the clauses you should ask the Council or its agents for an explanation.

You also confirm that the information you have provided to induce the offer of this tenancy is true and accurate to the best of your knowledge and belief and that should you later become aware of anything which is not true you undertake to immediately disclose it to us.

Signed

Print Name (Tenant/s)

Signed

Print Name (Tenant/s)

Signed, on behalf of Wolverhampton City Council and their agent.....

Print Name Day Month Year 20.....

SAMPLE