

# **FAREHAM**

## **BOROUGH COUNCIL**

# **Tenancy Agreement**

## **For**

# **Non Secure Tenants**

**Housed under Paragraph 4 of Schedule 1 Housing Act  
1985 (homelessness)**

**FURTHER INFORMATION ON THIS AGREEMENT CAN BE  
OBTAINED FROM THE DEPARTMENT OF COMMUNITY**

**INDEPENDENT ADVICE CAN BE OBTAINED FROM YOUR LOCAL  
CITIZENS ADVICE BUREAU**

Department of Community

Tel: 01329 236100; Fax: 01329 821770; [www.fareham.gov.uk](http://www.fareham.gov.uk)

## Tenancy Agreement

**This is a legal contract. It describes the rights and responsibilities of Fareham Borough Council (“the Council”) and of you the tenant.**

**This tenancy is granted under Paragraph 4 of Schedule 1 Housing Act 1985 having been granted under Schedule 1 Paragraph 4 of the Housing Act 1985 pursuant to the Council’s functions contained in Part VII of the Housing Act 1996 (homelessness) and is not a secure tenancy.**

**This tenancy will not become a secure tenancy unless the Council has notified you in writing this tenancy is to be regarded as a secure tenancy.**

- The address of the property rented in this agreement:

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- The name(s) of the tenants(s):

1. \_\_\_\_\_

2. \_\_\_\_\_

- The names of other members of the household permitted to live at the property

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- This weekly non secure tenancy starts on Monday \_\_\_\_\_

- The type of property: \_\_\_\_\_

Suitable for a dog to be kept: YES / NO (*delete as appropriate*)

- The gross rent for the property: £ \_\_\_\_\_

This includes the following charges:

Heating charge Yes / No £ \_\_\_\_\_

General service charge Yes / No £ \_\_\_\_\_

Support service charge Yes / No £ \_\_\_\_\_

*(These amounts are subject to variation with 4 weeks notice given by the Council).*

- Arrears for a former Council tenancy ( if known at time of sign up) (cross through if not applicable)

A repayment agreement has been made to repay former tenancy arrears, known at the time this tenancy agreement is signed. This is for:

	Amount	Address of Former Tenancy
1.	£ _____	_____
2.	£ _____	_____
Total.	£ _____	_____

- The Council lets the property described above subject to the tenancy conditions set out in this agreement. If there is more than one tenant this agreement applies to you jointly.
- Any notice (whether in proceedings or otherwise) may be served on Fareham Borough Council by sending it or delivering it to:

Tenancy Services  
 Department of Community  
 Civic Offices  
 Civic Way  
 Fareham  
 PO16 7AZ

## 1. Non Secure Tenancy

- 1.1 This agreement is a legal contract and signing it makes you a non secure tenant. This gives you the rights and responsibilities that are the conditions of your tenancy.
- 1.2 As the tenant you **must** keep to the conditions of this agreement. You are responsible for the conduct and behaviour of friends, relatives, any other people (including children) and pets living in or visiting the property, communal area or locality.
- 1.3 If you are joint tenants each of you is responsible for keeping to this agreement, including paying the rent.
- 1.4 Your right to live in the property:  
This agreement gives you the right, as a tenant, to live in the property unless there is a valid reason for us to take possession proceedings and the court takes the property away from you by granting us possession. For example:
- You break any of the conditions in this agreement.
  - You stop using the property as your only, or main, home.
  - You have given false or fraudulent information to obtain the tenancy.
  - You are no longer classed as being in priority need under the Homelessness legislation
  - You have refused to accept an valid offer of suitable alternative accommodation
  - We need to redevelop the property and/or area
- 1.5 If we decide to take possession action you will be served with the appropriate legal notice
- The notice can be served by :-
  - Posting the notice through the letterbox of the property
  - Handing the notice to you in person. .
  - If a notice is served on you possession action in court can begin 28 days (4 weeks) from that date.
- 1.6 If you breach any condition of this agreement we will charge you:
- The costs of taking action against you through the courts.
  - The cost of putting right any breaches of your tenancy agreement.
  - For any repairs or any other works to the property, communal area or locality due to that breach. Any cost can be recharged to you.
- 1.7 You must pay any charge we raise against you.
- 1.8 Occupation of the property:
- a. You must use the property as your only, or main, home.

- b. You must not allow any other person to occupy or share in the occupation of the property other than those detailed on the front of this agreement.
- c. If the property has been abandoned by you we can take the property back without going to court.
- d. You must tell us in writing if you will be away from the property for more than four (4) weeks, (this includes periods in hospital). This is so we know that you have not abandoned the property. If your job means that you are often away from the property, or away for long periods of time you should discuss this with us.

1.9 Sub-letting/ assignment:

You **must not** sublet or assign this tenancy . If you do we will serve you with a notice and take action to get the property back through the courts.

1.10 Ending your tenancy. – See Section 6 of this agreement – ‘Moving Out’.

## 2. Your Rent

2.1 Your rent at the start of your tenancy is shown on the front of this agreement.

2.2 Paying the Rent:

- a. You **must** pay the rent due for the property on time. It is what we charge you for living in the property. This rent must be paid even if you are waiting for a Housing Benefit claim to be processed.
- b. You **must** pay any charges that form part of your rent on time. Examples are heating charges, sheltered housing services or support service charges.
  - You must pay these charges even if Housing Benefit pays the rest of your rent or you are waiting for a claim to be processed.
- c. If you receive Housing Benefit you must tell us **immediately** of any changes which may affect your entitlement.
- d. Any unpaid or delayed rent will be recorded as rent arrears.

2.3 When to pay your rent:

- a. You **must** pay your rent in advance and not in arrears. Your rent payment card shows the due date.
- b. We use a 52 week rent year.

2.4 Changes in the rent charged:

- a. We can change the amount of your rent and any charges forming part of it in accordance with legal requirements.
- b. We can charge you for any improvement, repair or service provided to the property that comes within Governmental and legal requirements for the calculation of rent. This charge will form part of your rent.

c. We will give you reasonable notice of any increase in your rent

2.5 If you are joint tenants:

a. Your liability for the rent:

- You are all responsible for paying the due rent and any rent arrears.
- If rent arrears are owed we can take action to recover them from any one of you or all of you.

b. If any joint tenant leaves:

- The tenant who remains living in the property will be responsible for all rent due for the property, including any rent arrears already owed.
- If you are still named as a joint tenant you are liable for payment of rent and rent arrears even if you have moved out.
- If there are rent arrears on the property any action we take to recover them will be in the names of all the joint tenants.

2.6 Rent arrears recovery:

- a. Being in rent arrears means you are breaking the conditions of your tenancy. We can end your tenancy and repossess your home by taking court action for an order to evict you.
- b. If you are in rent arrears, we will deduct any money we owe you from the arrears amount.
- c. If you apply to be rehoused by us we may not allow this while you have rent arrears.
- d. We are unlikely to find you another home if you are evicted for rent arrears, even if you have children or dependants.
- e. If you leave a tenancy owing us rent arrears and apply for rehousing in the future, your application may be given less priority or be excluded from our housing list.

2.8 Former tenancy arrears:

- a. Any rent arrears from a previous tenancy with us ( and known at the time of sign up) are shown on the front of this agreement.
- b. If you owe rent arrears from a previous tenancy, these must be repaid as a condition of this tenancy. You may pay by instalments as agreed by us or the court.

2.9 Ending your tenancy and moving out:

See Section 6 of this agreement – 'Moving Out'.

### 3. Use of the property

#### 3.1 Condition of the property:

- a. You must keep the property:
  - In good condition, clean and tidy.
  - Free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
  - Free from pests or vermin and not encourage their presence.
- b. You must not decorate the property unless you have our written permission to do so.
- c. You must not, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the property or any provided fixtures and fittings.
- d. You must not tamper with, or permit anyone to, damage, disable, deface or graffiti on any of the following at the property:
  - Door entry or emergency alarm equipment.
  - Smoke or heat detectors.
  - Gas, electricity or water supplies or meters.
- e. Our responsibilities for the condition of the property are stated in Section 5 of this agreement – ‘Repairs and Improvements’.

#### 3.2 Use of inflammable material, including gas cylinders or bottles:

- a. You **must not** use or store any dangerous, explosives or inflammable material or substance in the property, communal areas, or sheds and storage areas in blocks of flats.
- b. On safety grounds you must tell us if you use oxygen cylinders and the equipment must be prescribed by a registered medical practitioner.

#### 3.3 Condition of any communal areas in blocks of flats and maisonettes:

- a. You must keep the communal areas clean and tidy.
- b. You must keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- c. You must not smoke in any communal hallways, corridors or lounges.
- d. You **must not** tamper with, or permit anyone to, damage, disable, dirty, deface or graffiti on anything of ours, including equipment, in the communal areas. This includes:
  - Door entry or emergency alarm equipment.
  - Lifts including the lift doors, machinery and control panels.
  - Fire fighting and detection equipment and installations.
  - Gas, electricity and water supplies or meters.

- Glass in panels and windows.
  - Sheds and storage areas.
  - e. The proper disposal of rubbish and unwanted items is covered in Clause 3.7 – ‘Getting rid of rubbish’.
  - f. Our responsibilities for the condition of the communal areas are stated in Section 5 of this agreement – ‘Repairs and Improvements’.
- 3.4 Use of gardens, yards and balconies forming part of the property:
- a. You must keep any gardens, yards and balconies:
    - Tidy with any hard surfaces kept clean.
    - Free from anything likely to cause an obstacle to anyone lawfully there, a fire risk, a health and safety hazard or structural damage.
    - Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.
  - b. Grass must be kept cut and hedges trimmed.
  - c. You must not cause any risk to your property or nuisance, annoyance, disturbance or risk to your neighbours by lighting bonfires or by burning non-domestic or hazardous materials.
  - d. You must not make any alterations or additions to the garden without first obtaining our permission in writing
  - e. The boundary of the property is determined by us. Our decision is final in the event of any dispute regarding our land or its boundaries.
  - f. You must help to keep any rear access paths clear at all times.
- 3.5 Running a business, working or trading from the property:
- a. You must get our permission before you or any other person begin running a business, working or trading from the property. We will not refuse permission unreasonably.
  - b. We will not allow the following businesses to be run or operated from the property:
    - Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
    - Shops or wholesale businesses where customers would have to visit the property.
    - Any business or trade likely to cause nuisance or annoyance to other people or damage the property, our land or communal areas.
    - Any business or trade which involves using the property or locality for any illegal or immoral purpose.
    - Any business or trade using controlled substances such as chemicals.
  - c. If we do give you permission you **must** also have and maintain any necessary insurance, legal permissions and an appropriate level of public liability insurance.



- d. If any business, trade or work at the property breaches any conditions of this agreement we will withdraw our permission. If we do this it must stop operating.
- e. You, or anyone you are responsible for as the tenant, must not run a business, work or trade from:
  - Any communal areas in our blocks of flats or maisonettes.
  - Any of our garage blocks.
  - Any land in the locality of the property (e.g. parking or grassed areas).

### 3.6 Cars and other vehicles:

(including motor vehicles, caravans, boats and trailers or similar).

Parking:

- a. At the property you must only park on a properly constructed hard-standing, driveway, paved parking area or in a garage. (Clause 3.4(d) of this agreement covers their construction).
- b. In the areas on our land where we allow parking, or at the property, you must not park any vehicle which is:
  - Large or heavy.
  - A boat, trailer or horsebox.
  - Without the required tax.
  - In a wrecked, derelict, dangerous or unroadworthy state.
- c. You must not allow any vehicle you are responsible for to be lived in at the property or on our land.
- d. You must not keep any motor vehicle (e.g. motorcycle or moped) inside the property, in any indoor communal area or in sheds in blocks of flats or maisonettes.
- e. You must not park obstructing access:
  - By the emergency services.
  - To other properties in your locality.
- f. You must not, or permit anyone to, park on or move any vehicle across, our forecourts, grassed areas or footpaths, including any hatched areas.
- g. In parking areas with marked bays you, or anyone you are responsible for, must only park within those bays.
- h. You, or anyone you are responsible for, may only park a caravan, trailer, boat or similar vehicle in our parking areas if there is available space. You must move it to a more suitable location if we ask you to do this. Our decision in respect of parking is final.
- i. You, or anyone you are responsible for, must not park in our disabled parking bays unless you are eligible to do so. You must not obstruct users access to these bays.

Repairs to vehicles:

- j. You, or anyone you are responsible for, must not carry out frequent or major repairs to vehicles at the property or on our land.
- k. You, or anyone you are responsible for, may carry out occasional, minor repairs to vehicles if:
  - It causes no nuisance, disturbance or risk to nearby residents.
  - You leave the area clean and tidy with no damage to our property or land.
  - It does not pollute any drainage or sewage system or the local environment (e.g. improper disposal of oil or paint).
  - The work is not part of a business trading or being operated from, the property, communal areas or land in the locality.

3.7 Getting rid of rubbish:

- a. You must ensure that rubbish and unwanted items from your property are disposed of in the proper way and use recycling facilities where they are provided.
  - You must not allow it to build up in the property.
  - You must not improperly dispose rubbish or unwanted items on our land, communal areas or in the locality. If you do we will charge you.
- b. In blocks of flats or maisonettes you:
  - Must put your rubbish and unwanted items in the areas or containers provided or arrange for their proper disposal elsewhere.
  - Must not leave any rubbish or unwanted items in any communal areas not designated for their collection or storage.
  - Must not block access to fire exits or fire fighting equipment with rubbish or unwanted items.
  - Must not throw anything, or allow anything to fall from, any windows, balconies or communal areas.
- c. If any syringes or needles are used by yourself or anyone living in or visiting the property you must ensure they are disposed of safely and not left where anyone in the locality, our staff or contractors may come into contact with them.

3.8 You must not keep **any** animal(s) at the property without first obtaining our written consent.

- “animals” includes pets
- a. This tenancy agreement states on the front page whether a dog can be kept at the property.
- b. If the property is stated as not suitable for a dog:
  - We will not give our consent for you to have a dog and you must not keep a dog at the property.
  - You must not allow a dog onto the property or surrounding communal areas.

- c. Clauses 3.8 ( a and b) do not apply to Registered Assistance Dogs but see (d) below.
- d. If the property is stated as suitable for a dog, or you want a Registered Assistance Dog in accordance with 3.8 (c) above you must still have written permission from us before keeping any dog.
  - You will not be given permission to keep the specific types of dogs restricted by law (e.g. Dangerous Dogs Act 1991) as being bred for fighting or presenting serious danger to the public.
- e. Any written agreement by us allowing you to keep a dog is subject to you:
  - Keeping the dog under proper control.
  - Complying with any legislation concerning the keeping and control of dogs.
  - Not allowing fouling, excessive barking or other nuisance behaviour.
  - Ensuring any garden, yard or balcony is properly fenced, secure and clean.

**Permission will be removed if you do not keep to these conditions.**

f. Wild animals:

You **must not** do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels onto the property, our land or locality.

#### 4. Antisocial behaviour

4.1 **You** are responsible for the behaviour of friends, relatives, other people (including children) and pets living in or visiting the property, communal areas or locality.

4.2 You, you family, visitors, or people who live at the property **must not** behave in an antisocial way or instruct others to do so. This means you must not and must not allow others to:

- a. Do anything which causes a nuisance, annoyance or disturbance to anyone in the locality.
- b. Do anything which interferes with the peace, comfort, safety or convenience of anyone living in the locality.
- c. Use the property, communal area or locality for any immoral or illegal purpose or commit an arrestable offence there.
- d. Harass, verbally abuse, use violence or threaten to do this towards anyone in the locality whether they are living, visiting or working there. This includes doing this because of someone's:

age	disability	gender	national origin	religion
colour	ethnic origin	HIV status	race	sexuality

- e. Psychologically, emotionally or sexually abuse anyone living in the property.
- f. Use violence or threaten this to our staff, contractors or councillors.
- g. Do anything which causes nuisance, annoyance, disturbance or harassment to our staff, contractors or councillors.

Some examples of antisocial behaviour are shown in Appendix 1.

- 4.3 You must not make false or malicious complaints to us about anyone.
- 4.4 We may take legal action to stop you, your family, visitors or people living at the property behaving in an antisocial way. This includes taking legal action to obtain an injunction, antisocial behaviour order or evict you from the property.
- 4.5 We are unlikely to find you another home if you are evicted because of antisocial behaviour, even if you have children or dependents.
- 4.6 If a record of antisocial behaviour is built up during your tenancy, then you cease to be our tenant, you may in the future be excluded from reapplying for housing with us, or we may give your application less priority.

Our responsibilities:

- a. We will recognise your right to live in your home in the way you choose as long as you, your family, visitors or people living at the property do not cause anti social behaviour
- b. We take antisocial behaviour very seriously and where appropriate we will use available legal powers to take action against those causing the problem.
  - Before we can take any action we need appropriate and sufficient evidence.
  - Examples of the type of action we could take against antisocial behaviour are shown in Appendix 1.
- c. We will give you help and advice if you report antisocial behaviour.
- d. We will tackle your complaints, keep you informed and take appropriate action to tackle the problem.
- e. We may refer complaints about antisocial behaviour to a mediation service or to other agencies as appropriate.

## **5. Repairs and improvements:**

**Our responsibilities:**

- 5.1 We will look after the property by keeping in repair and proper working order the:
  - Structure and exterior including floors, walls, roof, windows, drains and gutters.
  - Outside decoration.
  - Installations for supplying:
    - \* Electricity, gas, water and sanitation including the toilet, bath and sink.

- \* Room heating and hot water. This includes an annual service of all gas appliances installed and maintained by us and an inspection of the electrical wiring every 5 years.

5.2 We will take reasonable care to keep the communal areas of blocks of flats and maisonettes in repair and fit for use.

5.3 We will carry out reported repairs within a reasonable time period:

- When you report a repair we will tell you when we will carry it out by.
- We will decide on the nature of the repair to be carried out.

5.4 If the property needs to be empty for major building works, redevelopment or demolition:

- We have the right to take possession.
- We will offer you a suitable alternative property on the same non secure basis as this tenancy before we take possession.
- If we only need you to move out temporarily you must return to the original property on completion of the work – unless you have our written permission to remain in the other property.

#### **Your responsibilities:**

5.6 You must report any repairs that we are responsible for, as soon as possible.

5.7 You are responsible for the safe and legal installation, repair and maintenance of your own household equipment (e.g. cooker and washing machine). We will charge you if this equipment causes damage to your neighbouring property, requiring us to carry out repairs.

5.8 You are responsible for providing and replacing your household appliances, furniture and personal belongings.

5.9 You must not artex walls.

5.10 You must not carry out **any** alterations to or improvements to the property..

5.11 Staff and contractors:

- a. You must allow our staff and contractors to enter the property to carry out inspections, repairs, servicing, replacement, improvement works and works to remedy any breaches of this agreement.
- b. We will give you reasonable notice that we need access. The notice period will vary according to the urgency of the situation.
- c. In emergencies our staff and contractors can:
  - Enter the property without any notice if we feel there is a risk of personal injury or damage to our, or neighbouring, property.
  - Force entry to the property even if no-one is home at the time.

- Examples of these situations include:
  - \* The property is in a dangerous structural condition.
  - \* Gas leaks.
  - \* Burst pipes or overflowing water damaging the property or neighbouring properties.
- d. You must give us access to service the:
  - Gas supply and any gas appliances installed and maintained by us.
  - Electric supply, wiring and outlets.

If you do not give us access we can force entry to the property to do this work.

- e. If you prevent us from entering the property we will charge you for the cost of taking action to ensure we can get in and meet our legal obligations as a landlord.

5.12 We will charge you for, and you must pay for:

- Any work to or at the property, neighbouring properties or communal areas which is due to misuse, neglect, negligence or deliberate damage by you or anyone whose behaviour you, as tenant, are responsible for.
- Any damage to, or anything of ours missing from, the property (including doors, window glass or kitchen units) unless the police issue you with a crime number and it was not done by someone whose behaviour you were responsible for. In certain exceptional circumstances we may agree not to charge you.
- Any damage to, or anything of ours missing from, any council shed included in your tenancy unless the police issue you with a crime number or an incident number and it was not done by someone whose behaviour you were responsible for.

5.13 If you are moving out see Section 6 of this agreement – ‘Moving Out’.

## 6. Moving Out

6.1 The conditions in this agreement apply up to and including the date your tenancy ends.

6.2 Giving notice to end your tenancy: (This does not apply if we are evicting you).

- a. You **must** give us a minimum of 4 weeks notice in writing, ending at midday on a Monday, that you are moving out. This notice must be given to the Tenancy Services Department of Council Housing.
- b. The number of weeks notice given can be reduced where:
  - You have accepted a transfer through us to move to a property that is ready to move into.
  - We have asked you to move out to allow us to do major works.

6.3 Your rent when you end your tenancy and move out:

- a. You **must** pay the rent up to the end of your notice period.
  - b. You must return your keys to us by that date. You will be charged a full weeks rent, for each week until you return your keys (a rent week ends at midday each following Monday).
- 6.4 Giving us vacant possession of the property:
- When you move out you must give us vacant possession of the property by not leaving anyone living there.
  - We will take court action to remove anyone left in the property and you will be charged for the legal costs of this.
- 6.5 When you move out of the property you must:
- a. Leave the property, including its garden, yard or shed, and our fixtures and fittings in good condition, clean, tidy and fit for use.
  - b. Return the keys for all the lockable doors and windows.
  - c. Ensure no animals are left at the property.
  - d. Remove all your belongings (including furniture and carpets) and any rubbish. You can leave items specified in writing at your pre-vacation inspection.
  - e. Dispose of any rubbish or unwanted items in the proper way (see Section 3.7 – ‘Getting Rid of Rubbish’).
  - f. Ensure any disconnections of gas, electricity, water supplies or household appliances (e.g. cooker) are done safely, properly and meet legal requirements.
  - g. Remove any alterations, improvements or additions to the property for which:
    - We have not given permission.
    - You have not met the conditions of our approval.
    - We did not give you permission to leave behind.
    - That part of the property should also be reinstated to its original condition.
  - h. If you do not do any of the above we will charge you for us doing it instead. In certain exceptional circumstances we may agree not to charge you.
- 6.6 If you move out of or abandon a property any belongings left behind, including personal effects and furniture, will be disposed of, stored or sold at our discretion and in line with legal requirements.

All tenants must sign below after reading this agreement.

“The information I (we) gave in the Homelessness Application Form was and still is true. I (we) agree to the conditions in this tenancy agreement.

Print name

Signature

1.

\_\_\_\_\_

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_

Signed for and on behalf of Fareham Borough Council by

(signature) \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_



## Appendix 1

### Antisocial Behaviour

#### A. Antisocial behaviour includes the following:

- Harassment by:
  - ◆ Using abusive, threatening or insulting words, behaviour or graffiti.
  - ◆ Using or threatening violence against people or pets.
  - ◆ Damaging, or threatening to damage, another person's home or possessions.
  - ◆ Sending grossly offensive or threatening letters.
  - ◆ Making nuisance phone calls.
  
- Causing a nuisance, annoyance or disturbance by:
  - ◆ Failing to control the behaviour of your children.
  - ◆ Offensive drunkenness.
  - ◆ Playing loud music or television.
  - ◆ Loud arguing or shouting.
  - ◆ Banging and slamming doors.
  - ◆ D.I.Y. or using household appliances at unreasonable hours.
  - ◆ Repeatedly playing ball games against someone else's property or in a communal area.
  
- Using the property or the locality for:
  - ◆ The purposes of prostitution.
  - ◆ Selling, dealing, making, growing or storing illegal drugs.
  - ◆ Illegal making, downloading, dealing, distributing or importing pornographic or obscene material or computer images.
  - ◆ Smuggling goods, materials, animals or people.
  - ◆ Keeping or using an illegal or unauthorised firearm or offensive weapon.
  - ◆ Activities related to the incitement of racial hatred including storing or displaying offensive items or materials.
  
- Issues addressed under the 'Use of the Property' section in this agreement may also be acted on as antisocial behaviour. For example:
  - ◆ Failing to keep the property in good condition.

- ◆ Not getting rid of rubbish and unwanted items in a proper way.
- ◆ Dog fouling or barking.
- ◆ Keeping unsuitable animals.
- ◆ Operating a vehicle repair or sale business from the property or locality.

Please note that these are examples of antisocial behaviour and does not mean we cannot take action on behaviour, or other sections of this agreement, not listed here.

**B. Examples of action we could take against antisocial behaviour:**

- Offer mediation services.
- Ask a court to grant an injunction against those causing the problem.
- Refer the problem to, or work with, other agencies such as Social Services, Environmental Health Services or the Police. These agencies can then use their own powers including fines, seizing of goods or tackling parenting issues.
- Ask a court to end the tenancy of, and evict, the tenant where someone is causing a problem by their antisocial behaviour.
- In the case of a secure tenant, apply to the Court for the secure tenancy to be downgraded to a demoted tenancy– which reduces the security of tenure and removes the tenant's Right to Buy (if any) for a year.

**C. Behaving in an antisocial way can affect your future housing situations:**

- We are unlikely to find you another home if you are evicted because of antisocial behaviour, even if you have children or dependents.
- If a record of antisocial behaviour is built up during your tenancy then you stop being our tenant, you may in the future be excluded from applying for rehousing with us or we may give your application less priority.

August 2012 revision