



8 (b) Your Responsibilities

Moving into your new home

You must make sure that you notify the relevant organisations of your change in address. Some examples are:

- Your gas supplier
- British Telecom or your telephone service provider
- United Utilities or Northumbria Water
- Your electricity supplier
- Your local council
- TV Licensing (call 0300 555 0286 or www.tvlicensing.co.uk)
- Royal Mail to re-direct mail

If you don't inform these providers that you have moved, you could face larger bills at a later date, or even have to pay for a service that previous tenants have used.

Make sure you take meter readings for your gas and electric, so you only pay for what you use. If you have gas central heating, your system will need to be *recommissioned* by our gas servicing contractor.

Conditions of Tenancy

EHA's Tenancy Agreements vary between former tenants of Eden District Council who transferred to EHA (before 22 September 1997), and new tenants of the Association.

The main difference being, that tenants before the transfer to EHA in 1997 have the 'Right to Buy'. Anyone who became an EHA tenant after 22 September 1997

do not. You can find out more under Chapter 9 of this [Tenants Handbook](#): 'To be supported to take your first step to home ownership'.

However, all of our tenants have the following basic responsibilities:

- For this to be your sole and principal home
- To pay the rent regularly and promptly
- To repair or replace items damaged through neglect/ carelessness
- At the end of the tenancy to leave your home in good decorative condition and to leave any fixtures and fittings in good order
- To report any problems with the gas, water or electricity services, or any repair that is EHA's responsibility promptly
- To keep the interior of your home, the garden and fencing (where appropriate), in good order
- To park vehicles only in authorised places and not to cause an obstruction
- Not to cause nuisance to neighbours or people in the neighbourhood
- Not to use the dwelling for illegal or immoral purposes
- To be responsible for the replacement of missing or damaged keys

Ending Your Tenancy

You must give at least four weeks' notice in writing, to expire on a Monday. You should inform us of your new address and make sure that your rent is paid up to date. We will continue to charge rent until the keys are returned and the property is vacant.

Keys should be returned to us no later than 12 noon on the Monday your tenancy terminates; if you return your keys later than this, you will be charged 1 weeks' rent.

Minimum Lettable Standard

When we receive your written notice, we will contact you to arrange a visit to your home. This is so that we can check the condition of the property, and advise you of any action you need to take to bring the property up to our 'Minimum Lettable Standard'. This will include putting right any damage, any decoration needed, and ensuring the property is left clean, tidy and free of all rubbish. You should ensure that garden sheds and lofts are also cleared.

If the property does not meet our 'Minimum Lettable Standard' when you leave, we will charge you for the removal of any items you leave behind and any decoration, repairs or cleaning which is required to bring the property up to standard.

Nuisance, anti-social behaviour and harassment

The Association views anti-social behaviour (ASB) as unacceptable and will take action to assist affected tenants and residents. We take all reports of anti-social behaviour seriously, act promptly and will ensure that we keep in regular contact with the complainant whilst the investigations are being carried out.

Your tenancy agreement clearly states that you or your visitors must not perpetrate harassment or anti-social behaviour.

The types of conduct, which could be classed as ASB include:

- Noise nuisance
- Intimidation and harassment (on any grounds, including gender; marital status; racial group; disability; age; religion; sexual orientation)
- Aggressive and threatening language or behaviour
- Actual violence against people and property
- Using a property to sell drugs or for other unlawful purposes
- Misuse of public areas
- Rubbish
- Abandoned Vehicles
- Dogs/animals

Please note this list is not exhaustive.

The Association will employ a broad range of measures to tackle anti-social behaviour including:

- Encouraging tenants and residents to settle matters amicably as an initial step
- Housing Officer intervention
- Referral to an independent mediation service
- Working with other agencies such as the Police and Environmental Health
- Use of 'Acceptable Behaviour Contracts' and Parental Guidance Agreements or Contracts
- Demotion of tenancies
- Use of injunctions
- Applying to the County Court for a possession order, which may lead to eviction
- Liaising with Police with regards to Closure Orders
- Pro-active preventative measures such as security lighting and door entry systems

These lists are not exhaustive; you can obtain a copy of the full anti-social behaviour procedure by contacting our Housing team. Please help us by reporting incidents to enable the necessary action to be taken.

Racial Harassment

The Association considers racial harassment to be serious anti-social behaviour. Copies of our anti-social behaviour procedure are available on request.

Racial harassment is the interference with a person's comfort or safety on grounds of a person's ethnic origin, race, colour or religion. Racial harassment is generally directed at people from a minority ethnic background, though it can be directed at all ethnic groups.

Racial harassment can be physical or verbal abuse, racist graffiti or intimidation.

EHA defines a racist incident in line with the Stephen Lawrence Inquiry Report (SLIR) and the Home Office Code of Practice:

"A racist incident is any incident which is perceived to be racist by the victim or any other person"

Racist incidents include crimes and low-level harassment. Where reported, must be recorded and investigated with equal commitment as to incidents that are more serious.

We will implement a range of measures for tackling racial harassment such as possession proceedings and injunctions, as outlined under '*Nuisance, Anti-Social Behaviour and Harassment*' above.

Running a Business from Home

Your Tenancy Agreement prohibits the running of a business from your home.

The Association may, at its discretion, allow certain types of activity which do not cause any nuisance or offence. Please ensure that you have our consent before considering this possibility. You should also be aware that the running of a business will have implications for your home insurance policy.

Pets

Your Tenancy Agreement states that any animals at your home must be kept under control. You must not keep any animal that may damage your home, cause a nuisance to your neighbours and other residents.

The Association will not normally allow the keeping of pets in flats with communal access and corridors, for example supported housing schemes. The keeping of livestock and the breeding of animals is prohibited.

Ball Games

Ball games outside of designated areas can cause nuisance to others – besides being noisy, they can also result in damage to property. For the safety of your children, please ensure that they play in appropriate, safe locations, well away from areas being used by vehicles and that they do not disturb other residents.

Gardens and Household Rubbish

If you have sole or shared access to a garden, you are responsible for keeping it tidy. If you are elderly or disabled and are struggling to maintain your garden, agencies such as Cumbria Probation Services may be able to help.

Household rubbish should be stored carefully and safely on a day to day basis. In the interests of hygiene, it should only be put out for collection in the appropriate bags on the day refuse collectors are due.

Large items of household refuse should not litter gardens or communal areas. Your Local Authority can usually be contacted to take away large items of household refuse, and there may be a charge.

Garden rubbish should be packed in appropriate bags available from the Council – or in the special recycling bins provided in some areas – and put out for the refuse collectors.

You will be recharged if we have to remove any rubbish from your garden or a shared area.

Vehicles and Parking

Only taxed and road worthy private cars can be parked on the Association's land. Untaxed vehicles will be towed away. Vehicles can only be parked in garages or a designated parking area.

Written permission must be obtained from us if you want to park commercial vehicles, a trailer or caravan on your property or on a designated parking area.