

MUIR GROUP HOUSING ASSOCIATION LIMITED

F1a STATEMENT OF POLICY ON ANTI-SOCIAL BEHAVIOUR

APPENDIX 1

**TENANTS OBLIGATIONS UNDER TERMS OF ASSURED
TENANCY AGREEMENT**

- damaging or threatening to damage another person's home or belongings.
- ii You will not damage or put graffiti on any property in the local area or threaten to do so. We may charge you for any costs we have to pay to repair this damage.
 - iii You must not dump rubbish or allow others to dump rubbish in any shared areas. This includes bottles, condoms, needles, dirty nappies, sanitary products and so on. You must treat your local area with care.
 - iv You must not interfere with any security or safety equipment in the area, or allow others to interfere with them. This includes any shared doors which must not be jammed open.
 - v You must not interfere with any installations for supplying any services to the property or to any properties within the local area. You must not allow others to interfere with them. This includes supplies for gas, electricity, water and phones.
 - vi You must not be violent towards others. You must not make threats or behave in an abusive way towards others, or allow others to behave like this. You must not act in any way which causes or is likely to cause any person distress or alarm, or which causes them to fear for their safety.
 - vii You must not allow any weapons to be kept at the property, whether legal or not. This includes all weapons that are classified as offensive weapons, firearms, knives and machetes, but may also include other weapons or any items which appear to be weapons of this type. You must not allow people to use these weapons at the property or in the local area. This includes using them in any threatening or aggressive way. You should not use any item that would not usually be considered to be a weapon in any way that makes it a weapon.

- viii You must not rev car engines or sound any horns outside acceptable hours. You must not bang car doors.
- ix You must not drink alcohol in any shared areas.

Your local area includes any place where people living locally share facilities for things such as shopping, schools and leisure.

We may take action to evict you if you behave antisocially or if you are convicted of a crime committed at the property or in the local area.

If you make a complaint about nuisance or antisocial behaviour, you must be willing to give evidence if needed. If you cannot or will not do this, we may not be able to take any action.

You must not make false or malicious complaints about the behaviour of any other person.

You must not unreasonably withhold information from the police about any burglary or damage caused by a criminal act in the property.

b Harassment

You, or anybody living with you or visiting you, must not harass (or threaten to harass), interfere with the peace and comfort of, or cause offence to anybody else in the local area, including:

- your neighbours, members of their households or visitors, or anybody else in the locality;
- any other of our tenants or leaseholders;
- any of our employees; or
- any contractor or agent working for us;

because of:

- their race, colour, nationality, ethnic or national origin;
- their religion or beliefs;
- their age or sex, or because they are gay or lesbian;
- any disability they may have;
- their appearance;

- them being married or single;
- any caring responsibilities they may have;
- them being in or out of work; or
- any other reason.

Some examples of harassing behaviour are:

- racist behaviour, language or graffiti;
- acts or threats of discrimination, harassment, nuisance or annoyance;
- harassing, threatening or using emotional abuse to make anyone who lives with you leave your home;
- writing or displaying graffiti or literature, pictures or objects which are threatening, abusive, racist or insulting on your property, or on any property in the local area, including property not owned by us; and
- sending literature which is threatening, abusive, racist or insulting to any other person.

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| c | Racial harassment | You agree that we may evict you if you carry out racial harassment, or allow others to carry out racial harassment, or are convicted of an offence involving or relating to racial harassment. |
| d | Threats to our staff or contractors | You must make sure that you, and anybody living with you or visiting you, including children, co-operate with our staff, representatives, contractors or other agents. You must never physically or verbally abuse them, threaten them or harass them at any time whether during work or not. You must not allow others to do this. |

This includes:

- physical abuse, including actual or threatened assault, attack, violent act or aggression;
- verbal abuse or threats, including any act that is unreasonable or unlawful, or which is intended or likely to alarm, distress, intimidate or harass anyone, including using foul language;
- written abuse or threats, including any act that is unreasonable or unlawful, or which is intended or likely to alarm, distress,

intimidate or harass anyone, including using foul language;

- harassment, including racist or sexist behaviour or language, or foul language; and
- attempts at blackmail, corruption or bribery.

e Domestic violence You must not allow or commit acts of domestic violence at your property. This includes forcing, or threatening to force, another person who had the right to live in your home to leave, or refusing them access. You must not harass or use mental, sexual, emotional or other abuse, or undue pressure, to make anyone who lives with you leave your home. You or any other individual must give up this tenancy or leave the property if a court order has been made against you or them as a result of violence.

f Illegal activity You must not use your home or any part of the local area for any criminal or illegal activity, including storing and handling stolen goods, or prostitution. You must not allow others to use your home or any part of the local area for any criminal or illegal activity.

g Drugs and illegal substances You must not use or allow the illegal use of drugs at your property or in the locality in relation to controlled drugs or other substances covered by the Misuse of Drugs Act 1971 (or any other relevant Act or regulations). In particular, you must not do the following, or allow others to do the following, at your property or in the local area.

- Grow or prepare (or both) any of these drugs.
- Supply any of these drugs to another person.
- Offer to supply any of these drugs to another person.
- Possess any of these drugs with the plan of supplying them to another person.
- Alter your home so it can be used for supplying drugs to other people.
- Allow your home to be used by others to use these drugs.

If, after investigating the facts, we decide that you have broken this condition of your tenancy, we will consider applying to the county court for your

eviction.

- h Using the property You must have our permission in writing to use the property for any business purpose, as a workshop or for the purpose of trade. We will not give permission if the business use would cause a nuisance or damage the property. We will give our reasons for any refusal in writing.

If, after we have given permission, the business causes a nuisance, we will give you notice that we have withdrawn our permission.

- i Dangerous uses You must not use the property for any purpose which may cause a danger to any person. You must not allow others to use the property for any purpose which may cause a danger to any other person.

You must not store any articles, liquid or gas at the property which, in our opinion, greatly increases the chance of fire or explosion at the property or any nearby garage.

You must not use or store any paraffin, liquid propane gas (for example, Calor gas) or any other mobile gas heaters at the property.

You must not store any vehicle which is powered by petrol, diesel or paraffin in the property or in any shared areas such as hallways. You must only store these vehicles in a garage or parking area.

You must not store any equipment which is powered by petrol, diesel or paraffin in the property, except lawnmowers and strimmers. You must only store these vehicles in a garage or parking area.

You must not empty or fill the tanks of any vehicle or equipment which is powered by petrol, diesel or paraffin in the property or in any shared areas such as hallways.

You must not light any fires at the property, in any garden area or in any shared area.

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Pets and other animals

If you live in a property without a private garden, you are not allowed to keep any pet other than small caged birds, fish, hamsters, mice or similar small mammals in the property. You are only allowed to keep these as long as you keep them safely and they do not cause a nuisance.

If you have a private garden, you must have our permission in writing if you want to keep more than one dog or cat (or both). This does not apply to guide dogs. You do not need our permission to keep small caged birds, fish, hamsters, mice, guinea pigs, rabbits or similar small mammals in the property as long as you keep them safely and they do not cause a nuisance. You must get our permission in writing first before keeping any other creature.

You are not allowed to keep any livestock at the property including horses, donkeys, goats, pigs, cattle, chickens, ducks and geese.

You must not commercially breed any animals or birds at the property. You need our permission in writing if you want to keep pigeons. Any permission we give will be on the condition that the pigeons will not cause a nuisance to people in the area around the property. We might withdraw our permission if they cause a nuisance.

You must not keep any animal, bird, reptile or insect in the premises if action has previously been taken against you under any legislation governing cruelty to animals or nuisance to surrounding occupiers.

You are not allowed to keep any pets that are banned under the Dangerous Dogs Act 1991 or any other law.

If you keep a dog, you must make sure that it does not stray. You must keep it on the lead at all times when it is not in the property or a fenced-in garden area.

You must not allow pets to foul shared areas. You are responsible for cleaning any mess up immediately and getting rid of it safely and hygienically. You must also make sure that you clean up any waste from your garden area and get

rid of it appropriately.

You must not allow any pet to annoy or frighten other people.

You must permanently remove any animal, bird, reptile or insect from your home that, in our opinion, annoys, frightens or causes harm to other people, or causes damage to the property or in the local area.

You should not feed any vermin, including pigeons and squirrels, outside the property.

k Parking vehicles

You must not park any vehicle or trailer, or allow others to park them, within the boundaries of the property unless there is a garage or proper hardstanding that we have given our permission for, together with a dropped kerb.

You must not park any vehicle that weighs over 3.5 tonnes, or any caravan, motor home or boat, within the boundaries of the property, or allow others to park them, without our permission in writing.

You must not drive any vehicle over or park it on any shared area, footpath, verge or playground in the local area.

You may only park a vehicle in a shared car-parking space provided for tenants to use if it weighs less than 3.5 tonnes. You may not park any caravan, motor home or boat in a shared parking space.

You must not park any vehicle, or allow others to park any vehicle, in such a way that it causes an inconvenience to others, such as by blocking driveways or garages, or by double parking, or which causes an obstruction to the emergency services or other drivers.

You must not park any vehicle that is illegal or unroadworthy at or near the property, or in the local area.

You must not park or leave, or allow others to park, any vehicle that appears to be abandoned, is untaxed or has an invalid road-tax licence.

You must not park, or allow anyone to park, in any spaces that are for disabled people to use, unless you or they are registered disabled or are displaying the appropriate permit (or both).

You must not sell, rent, swap or give away a parking space or garage that we provide for you without our permission in writing.

You must not allow anyone other than your family, visitors and friends to park at the property or in any shared car-parking space.

l Vehicle repairs You must not carry out, or allow others to carry out, any major vehicle repairs at your property or in any shared parking area, or any repairs that cause a nuisance or obstruction to any other people in any part of the local area.

In particular, you should not:

- rev any vehicle engine;
- use noisy machinery or tools;
- carry out any welding;
- allow the vehicle to produce poisonous fumes from the exhaust;
- use spray paint other than for minor repairs;
- allow any vehicle to drip oil, petrol and so on at the property, in any garden or in any part of the local area;
- leave car parts, including car engines, exhausts, wheels and tyres, at the property, in any garden or in any part of the local area; or
- carry out minor repairs in such a way as to block the road, emergency access or pathways.

You must not receive payment for repairing any vehicles at the property or in the local area. If we suspect that you are being paid for repairing a vehicle or vehicles, we may ask you to prove that you own the vehicle.

m Shared areas You must keep prams, bicycles and so on inside your property. You must not leave them in entrances, halls, stairways or landings, or on shared pathways where they may cause an obstruction to other people.

If there are shared areas that have a separate electricity supply, you must not steal electricity from that supply for your own use.

You must not hang washing anywhere except in your own property or in any special drying areas.

You should not let strangers into any shared areas if you do not know who they are.

You must co-operate with us and your neighbours to keep any shared areas clean, tidy and free from rubbish.

You must not urinate or spit in any shared areas.

n Other structures You must not put up any shed, garage, pigeon loft or other structure anywhere on the property or in any shared area without our permission in writing. We will not unreasonably withhold permission.