

Tenancy agreements

This information relates only to homes which are rented by us.

You, and your landlord, have a number of rights as a result of the contents of your tenancy agreement.

Some of these rights apply even if they are not included in the written agreement. These are known as 'implied terms', and means that you and your landlord can rely on parts of the law to provide additional rights/protection.

Fit for Human Habitation

One term relates to your right to live in a home which is fit for human habitation. This is different to the other requirements under the Decent Homes Standards which is mentioned earlier in this leaflet.

In March 2019 a new law came into force to make sure that rented homes are 'fit for human habitation', meaning they are safe, healthy and free from things that could cause serious harm.

There are a number of checks which are carried out by us to make sure that your home is fit for you to live in. This includes carrying out regular health and safety checks (such as gas safety and fire safety checks) and the prioritising and carrying out of repairs to your home (including where you have told us about damp or mould in your home) in line with our responsive repairs policy.

It is really important that you report to us, as soon as possible, if you think there are repairs needed to your home, or if you think your home is not fit to live in. You can do this by calling 0121 748 8100.

More information can be found via the Government's website -

<https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-tenants-homes-fitness-for-human-habitation-act-2018>.

Your right to receive notice that we wish to inspect your home

In order for us to complete repairs, or inspect the condition of your home, you must be provided with at least 24 hours' notice from us, in writing.

When you are requested to provide access you must do so in order to comply with the terms of your tenancy agreement and the law (Section 11 of the Landlord and Tenancy Act 1985).

If you do not allow access, and fail to make another appointment with us, there may be times where we may have to take legal action in order to gain access. Such action could put your tenancy at risk and also result in you having to pay the legal costs.