

## **Acceptable behaviour**

- You must not use abusive, threatening or offensive language when talking to your landlord or neighbours.
- You must not cause damage to the property or neighbours properties, this may result in you losing your tenancy. This includes the inside as well as outside – there may be rules about what you can stick on the walls, painting, marks on furniture.
- You must not use any illegal drugs in or outside the property, this may result in you losing your tenancy.
- You must not demand for maintenance jobs to be completed immediately unless they are an emergency which will affect your safety and well fair. E.g. a gas leak.
- You should not complete any maintenance work yourself on the property as you are not an approved maintenance contractor.
- You should not to allow visitors to stay overnight unless a request has been made and approved.
- You should not cause excessive noise in or outside the property such as; shouting, screaming, arguing, loud TV or music etc as this could lead you to break your tenancy agreements.

## **Don't leave your home empty for long periods**

It may seem obvious but in order to keep your tenancy, you must actually live in it and use the property as your main home.

Tell your landlord if you will be leaving your home for any length of time, for example because if you are going into hospital, serving a custodial sentence, or need to stay elsewhere temporarily to care for a partner or relative. If you don't keep your landlord informed, they might think you've abandoned the property.

It is also important to ensure that the rent will be paid while you are away (see below).

If someone else is living in your home while you are away, bear in mind that it may be possible for your landlord to evict you for subletting the property without permission.

See our pages on lodgers and subtenants for information about the rules.

## **Keep up to date with your rent**

Rent is usually paid in advance, on a monthly or weekly basis. Check your agreement or ask your landlord to clarify how much rent you have to pay and the day of the week/month that it is due on.

If you fall behind with the rent your landlord may be able to evict you and claim back any money that you owe them. If you are having problems paying your rent, get advice – use our directory to find a local advice centre. An adviser may be able to help you avoid losing your home.

If you claim housing benefit to help pay your rent, you must also keep your claim up to date. Otherwise, you could fall behind with the rent and face eviction. You must inform the housing benefit department of any changes in your circumstances, and they may ask you for information from time to time even if your situation stays the same.

### **Pay your bills and service charges**

Most tenants have to pay their own bills for electricity, gas, water and telephone, as well as paying council tax and getting a TV licence. Your tenancy agreement will say whether you are responsible for paying the bills or not. If you don't pay them, the services could be cut off and you may have to pay to be reconnected.

You may also have to pay service charges for things like communal cleaning or gardening. Your tenancy agreement will have more information on this.

### **Take care of your home and report repairs**

Most tenants have some responsibilities regarding the upkeep of their homes. You should always look after the property as best you can and avoid causing damage to it or to your neighbours' property.

In general, landlords are responsible for repairs and maintenance of the exterior and the structure of the property, as well as the plumbing, wiring and central heating. They are also required to ensure that gas and electrical installations comply with safety standards.

As a tenant, you are responsible for:

- Looking after internal decorations, furniture and equipment. This doesn't include 'fair wear and tear' – if the carpet becomes a little thin, it's fair wear and tear, but if you burn a hole in it, you will probably have to pay for the damage
- not using unsafe appliances
- reporting any repairs needed or other problems that you are aware of  
Minor maintenance (such as checking smoke alarms are working, changing light bulbs, etc.).
- repairing or replacing anything you've broken or damaged - keep receipts for this, in case there is any dispute at the end of your tenancy
- dealing with your rubbish properly
- Sticking to any terms in your tenancy agreement regarding smoking, pets, parking, gardening etc.

- Heating the property adequately, particularly during winter to avoid frozen and burst pipes, and making sure it's kept well ventilated, to help avoid condensation and dampness.

### **Be a good tenant and neighbour**

Try not to upset or annoy your neighbours by behaving in an antisocial way, or allowing anyone in your household (including children) to do so. Antisocial behaviour is a legal reason for eviction, regardless of what kind of tenancy you have.

Antisocial behaviour can include things like:

- Having music or the TV on too loudly
- Not keeping pets under control
- Allowing your children to be a nuisance
- Leaving rubbish piled up everywhere
- Making lots of noise outside your home or when you come in
- Using the house for illegal activities, such as drug dealing.

As well as respecting your neighbours, you should not behave in an antisocial or aggressive way towards your landlord, or anyone employed by your landlord.

### **Be responsible for your household and visitors**

As well as not breaking any of the terms of your tenancy agreement yourself, you are also responsible for the behaviour of everyone in your household and of anyone staying with or visiting you. You could be held responsible (and possibly evicted) if they cause damage or are antisocial, so don't be afraid to take control.

### **Follow rules on smoking**

Unless the tenancy agreement says that your property is non-smoking, then you are allowed to smoke and allow visitors to smoke in your accommodation. However, smoking is not usually allowed in any parts of the building that are shared with other tenants.

### **Ask permission when it's needed**

Most tenants have to ask permission from the landlord if they want to:

- Make improvements to the property
- Sublet or take in a lodger
- Pass on the tenancy to someone else
- Run a business from the property.

Check to see what your tenancy agreement says about these. Depending on the type of tenancy you have the landlord may have the right to refuse. It may also say that you need to ask permission for other things, such as keeping a pet, smoking or parking a caravan on the property. Always put your request in writing and make sure you get your landlord's written permission before you go ahead.

### **End your tenancy properly**

If you want to move out, it is very important to end your tenancy properly first. You can't just post the keys through the letterbox and walk away. If you don't end your tenancy the right way, you could end up still being liable for the rent, even though you're no longer living there.

It may be possible to end your tenancy immediately if the landlord accepts this (try to get their acceptance in writing) but you normally have to give your landlord the necessary notice.

### **Give your landlord access when necessary**

Most tenancy agreements contain information about how and when your landlord can get access to the property, for example, if repairs are needed. You are entitled to be given reasonable notice of this.

However, you also have the right to live in your home without unnecessary interference from the landlord. Most tenants have the right to stop the landlord from coming in, unless they want her/him to. If your landlord or someone acting on her/his behalf harasses you or tries to make life difficult for you in your home, they may be committing a criminal offence. If this is happening to you get help from an adviser