



Statutory Document No.

## **BOROUGH OF DOUGLAS HOUSING BYELAWS 2007**

*Approved by Tynwald* 200

*Coming into operation* 200

In exercise of the powers conferred on the Mayor, Aldermen and Burgesses of the Borough of Douglas by section 48 of the Housing Act 1955<sup>1</sup>, and of all other enabling powers, the following Byelaws are hereby made: —

### **1. Citation and interpretation**

(1) These Byelaws may be cited as the Borough of Douglas Housing Byelaws 2007, and subject to Section 48(3) of the Housing Act 1955, shall come into operation on.....

(2) in these byelaws, —

"the Act" means the housing Act 1955;

"the local authority" means the Mayor, Aldermen and Burgesses of the Borough of Douglas and Douglas Corporation;

"house" means and includes any house, flat, apartment or other residential dwelling provided by the local authority;

"garden" means and includes any garden, yard and any other part of the curtilage of a house;

"tenant" means and includes the person or persons who are signatories to the Tenancy Agreement with the local authority, and all other persons residing in the house for the time being;

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<sup>1</sup> XVIII Page 544

(3) section 73 (interpretation of other legislation) of the Act also applies to these Byelaws.

## **2. Penalties and Enforcement**

(1) Any person contravening any of these Byelaws shall be liable on summary conviction to a fine not exceeding £1,000.

(2) These Byelaws shall be enforceable by any police officer or authorised officer of the local authority and any action taken hereunder may be instigated by such officers whether or not a complaint has been made by any other party.

## **3. Animals and Birds**

(1) The tenant of a house shall not keep or permit to be kept in or about the house any dog, cat or any noisy or dangerous animal or bird, without consent in writing of the local authority.

(2) In giving its consent under this byelaw, the local authority may impose such reasonable conditions as it thinks fit, and the tenant shall comply with any conditions so imposed.

(3) No tenant in any house shall leave, distribute or otherwise make available any bread or other foods which, by its presence in any communal yard or similar area, is likely to attract vermin, pigeons, gulls, carrion or other nuisance animals.

## **4. Maintenance of gardens**

(1) The tenant of a house shall -

- (a) keep the garden of the house in a clean and tidy condition;
- (b) maintain in good repair any fence, shed, greenhouse or similar structure erected by him, after agreement and consent of the local authority, in the garden of the house;
- (c) keep any hedge or shrub on or near the boundary of the garden of the house trimmed and neat and so as not to cause an obstruction to any street adjoining the house.

(2) The tenant of the house shall not allow any fence, hedge or shrub in, or on the boundary of, the garden to exceed –

- (a) one metre in height, in the front of the house;
- (b) two metres in height, elsewhere.

## **5. Maintenance of gullies, etc.**

The tenant of a house shall –

- (a) keep all rainwater gullies serving the house properly cleaned and flushed; and
- (b) keep any inspection chamber or rodding eye within the curtilage of the house, and the cover of the water stop-tap, exposed and in good order.

## **6. Defence of Incapacity**

In proceedings for failure to perform any duty under Byelaws 4 and 5 above, it shall be a defence if, at the time of receiving notification of the requirement to perform such duty, the tenant can show that:-

- (a) on the grounds of illness or physical disability, they could not reasonably be expected to perform that duty themselves, and
- (b) they could not reasonably be expected to make arrangements for someone to do so on their behalf

## **7. Tenancy Agreement, etc.**

(1) Conditions and regulations are contained in approved and valid Tenancy Agreements, signed by both the tenant and the local authority. Such conditions and regulations are laid out in Schedule 1.

(2) Any conditions, regulations or tenancy agreements which are approved by the Department of Local Government and the Environment during the lifetime of these byelaws will be treated as if they were valid and approved on the date these byelaws came into effect.

(3) It shall be an offence for a tenant to further, or continue to, breach any of the conditions and regulations contained within the Tenancy Agreement having been notified of a transgression and of the consequences of such further or continued breach.

## **8. Civil Action under Tenancy Agreement**

Action under these byelaws shall not prejudice the citing of incidents, under any provisions within the Tenancy Agreement, in the course of civil, repossession proceedings, which may be commenced for continued or serious breaches of any of the conditions or regulations.

## **9. Expiry of Byelaws**

These Byelaws shall cease to have effect *ten years after they have been laid before /approved by Tynwald.*

## **10. Revocation**

Borough of Douglas Housing Byelaws 1997 are hereby revoked.

MADE this      day of              200

THE COMMON SEAL of the Mayor, Aldermen  
and Burgesses of the Borough of Douglas was  
hereby affixed in the presence of:-

.....

Mayor

.....

Town Clerk

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EXPLANATORY NOTE

(This note is not part of the Byelaws)

These Byelaws regulate various activities and also relate to the prevention and suppression of certain nuisances within the Borough of Douglas and for the maintenance of the quality of life for those residing, and for any other person, therein, and for regulation and control in matters of Housing, Douglas Bay Tramways and Douglas Market.

**Byelaw 7**

**SCHEDULE 1**

**Regulations and conditions contained within Tenancy Agreements**

1. The tenant shall ensure to pay the agreed rent weekly in advance, whether formally demanded or not, on the appointed day.
2. The tenant shall pay for all gas, electric light and other illuminant consumed by them in the house.
3. The tenant shall keep and leave the house, and all landlord's fittings and fixtures therein, in good and substantial repair and to keep all baths, sinks, cisterns and interior pipes therein properly cleaned and in good working order and to replace the same if damaged and to replace all broken glass forthwith and at the determination of the tenancy to leave all locks, shutters, bolts windows and sashine in good working condition and keep all windows properly cleaned and all chimneys properly swept.
4. The tenant shall obtain the prior written consent of the Corporation before any alteration or removal of the existing electric light or gas installation or other appliance in the house is permitted, and in any case must obtain the Corporation's approval of the person or firm employed by the tenant to effect any such alteration or removal.
5. The tenant shall obtain the prior written consent of the Corporation before they assign or sublet or part possession of the house or any part thereof or take or retain any lodgers or relatives to reside with them.
6. No person shall carry on any trade, profession or business in the said house, or any part thereof, or use the same as an address for any trade, profession or business, or the issue of circulars, pamphlets or advertisement, but to use the said house as a private residence only.
7. No person shall keep any inflammable or dangerous materials or substances, nor do anything which might increase the rate of the premium for the insurance of the house beyond private house risk or invalidate the insurance.
8. No person shall make any addition or alteration to the exterior of the demised premises or display or permit to be displayed any placard advertisement, sign, letter or design in or upon the exterior of the house or any window thereof or on any other part of the house, except posters for candidates for Local Authority or House of Keys Elections providing such posters comply with the various acts relating to Election material.

9. No person shall do or permit anything to be done on any house, or any part thereof, which may cause danger, nuisance, scandal or annoyance to the Corporation or the tenants of the other dwelling houses in the neighbourhood.
10. (1) No tenant or other occupant shall keep any dog or animal or bird in or about the said house without the written consent of the Corporation, and in no case shall any fowl or poultry be kept on the house.  
(2) Notwithstanding any provisions in other legislation, any tenant or other occupant of the house who is deemed to be keeping a noisy or dangerous dog or other animal must arrange for its removal upon receipt of a Notice from the Corporation.
11. The tenant or other occupant shall not paper or paint the external walls or woodwork of house without the consent of the Corporation and in no case shall any nails be driven therein either within or without.
12. The tenant shall keep the garden plots, yard and fences in a clean and tidy condition. All privet and other growing shrubs when planted by the fences or boundaries to be kept trimmed and neat and no fence or isolated shrub in any case to exceed three feet six inches in height in the front; and in the rear no fence or isolated shrub shall exceed five feet in height.
13. No tree shall be planted within ten feet of any wall of the dwelling house.
14. The tenant shall not allow any coal, coke or manure delivered to the premises to remain in any street or footpath adjoining the premises.
15. The tenant shall keep all outside gulleys and surrounds properly cleaned and flushed, and shall keep the inspection chamber and cover to the stop-tap exposed and in good order.
16. No building, shed or erection of any kind shall be erected or placed on any portion of the house without the previous consent in writing of the Corporation.
17. No wireless or television aerial shall be erected or fixed without the previous consent in writing of the Corporation, and then only under conditions to be approved by the Corporation and in no case shall poles be allowed.
18. No clothes or washing shall be hung or placed out to dry in front of the dwelling house.
19. All rubbish, ashes, refuse and waste material required to be removed from the house shall be placed ready for removal in suitable closed receptacles in a suitable place no liquids shall be placed in any such receptacles.