



## Report to Policy Committee

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**Report of:** Ajman Ali, Executive Director Neighbourhood Services  
**Report to:** Housing Policy Committee  
**Date of Decision:** 21<sup>st</sup> March 2024  
**Subject:** Variation of Tenancy Conditions

Type of Equality Impact Assessment (EIA) undertaken	Initial <input checked="" type="checkbox"/>	Full <input type="checkbox"/>
Insert EIA reference number and attach EIA	2574	
Has appropriate consultation/engagement taken place?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Has a Climate Impact Assessment (CIA) been undertaken?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Does the report contain confidential or exempt information?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, give details as to whether the exemption applies to the full report / part of the report and/or appendices and complete below:-		
<p><i>“The (<b>report/appendix</b>) is not for publication because it contains exempt information under Paragraph (<b>insert relevant paragraph number</b>) of Schedule 12A of the Local Government Act 1972 (as amended).”</i></p>		

### Purpose of Report:

Work is being undertaken to consider the Council’s Tenancy Conditions, as set out in *You and Your Home*. This is to ensure they are clear, precise, and allow the Council to carry out its statutory duties effectively.

This report presents the proposed changes to the Tenancy Conditions to Committee (Appendix 1) for awareness and comment, outlines the reasons for change, and updates Committee on the steps required to enact this change.

Additionally, the report contains interim analysis of the Section 103 Preliminary Notice of Variation consultation. A verbal update will be given by the Director of Housing summarising further responses (received after the publication of this report, to the closing date (20<sup>th</sup> March) of the consultation period).

**Recommendations:**

This report recommends that the Housing Policy Committee:

1. Note the proposed changes to the Tenancy Conditions (Appendix 1).
2. Note the interim analysis of the consultation responses returned to date (13<sup>th</sup> March) contained within the report, together with the supplementary update to the consultation to be provided at committee following the closing date of 20<sup>th</sup> March given at Committee by the Director of Housing; and,
3. Note that the Director of Housing is delegated to make the decision to approve the issue of the final notice of variation of conditions, in line with those set out in this report.

**Background Papers:**

**Appendix 1 – S103 Table of Variation**

This paper notes the full text of the proposed changes.

<b>Lead Officer to complete:-</b>		
1	I have consulted the relevant departments in respect of any relevant implications indicated on the Statutory and Council Policy Checklist, and comments have been incorporated / additional forms completed / EIA completed.	Finance: Helen Damon
		Legal: Rebecca Lambert
		Equalities & Consultation: Louise Nunn
		Climate: N/A
	<i>Legal, financial/commercial and equalities implications must be included within the report and the name of the officer consulted must be included above.</i>	
2	<b>SLB member who approved submission:</b>	<b>Ajman Ali, Executive Director Neighbourhood Services</b>
3	<b>Committee Chair consulted:</b>	<b>Cllr Douglas Johnson</b>
4	I confirm that all necessary approval has been obtained in respect of the implications indicated on the Statutory and Council Policy Checklist and that the report has been approved for submission to the Committee by the SLB member indicated at 2. In addition, any additional forms have been completed and signed off as required at 1.	
	<b>Lead Officer Name:</b> Janet Sharpe	<b>Job Title:</b> Director of Housing, Housing and Neighbourhood Service
	<b>Date:</b> 07/03/2024	

## 1. PROPOSAL

### 1.1 Overview

1.2 Work is being undertaken to consider the Council's Tenancy Conditions, as set out in *You and Your Home*. This is to ensure they are clear, precise, and allow the Council to carry out its statutory duties effectively. SCC's tenancy conditions were last updated circa 2018.

1.3 The primary driver of this work relates to varying conditions to ensure the Council is fully compliant with regulator consumer standards, across all compliance areas, such as gas and fire safety.

1.4 Alterations to the conditions will allow for this, alongside other changes to either respond to policy developments, or to make useful clarifications where the current language used could be improved. This will ensure tenants, and the Council as landlord, are clear on respective responsibilities.

### 1.5 *Process to vary SCC's Tenancy Conditions: Preliminary Notice + Final Notice*

To vary its Tenancy Conditions, the Council must follow the statutory process as set out in Section 103 of the Housing Act 1985. S103 sets out a two-stage process for varying the tenancy conditions.

### 1.6 *Stage 1 – Preliminary Notice Stage*

The Council is first required to serve a preliminary notice to all tenants, to inform them that the Council intends to serve them a Notice of Variation.

The preliminary notice must:

- Inform the tenant of the landlord's intention to serve a Notice of Variation.
- Specify the proposed variation and its effect.
- Invite the tenant to comment on the proposed variation within such time as specified in the notice as the landlord considers reasonable.

The landlord must consider any comments made by tenants within the specified time. It should be noted that **no specific statutory time period is given** for either the time for tenants to make comment, **or** the time the Council must take to consider said comments.

### 1.7 *Stage 2 – Notice of Variation*

The second stage is to serve a Notice of Variation specifying:

- The variation effected by the Notice.
- The date on which it takes place.

The period between the date of service and the date on which it takes effect must be a minimum of four weeks, or the rental period. The Notice

should also be accompanied by such information as the Council considers necessary to enable the tenant to understand the nature and effect of the variation.

#### 1.8 *Gas Safety*

The Council made a self-referral to the regulator in November 2022 as it had identified a failure to meet statutory health and safety requirements in relation to gas safety. At the time of the referral, the Council had more than 800 gas safety checks overdue.

1.9 As a registered provider, the Council is required to comply with the consumer standards, including the Home Standard. The Home Standard requires registered providers to meet all applicable statutory requirements that provide for the health and safety of tenants in their homes.

1.10 In respect of gas safety, the Council has a statutory duty to complete gas safety inspections annually for all relevant properties with inspections carried out by a registered engineer. The Council had not complied with this statutory obligation as a significant number of the gas safety inspections were overdue by more than 12 months, with some dating back several years.

1.11 The regulator concluded that the Council did not have effective controls in place to enable it to meet its statutory health and safety responsibilities in relation to gas safety. The regulator has worked with the Council as it seeks to remedy this breach and as a consequence a variation to the tenancy condition is proposed as one of the additional tools to ensure regulatory compliance and reduce the outstanding gas safety inspections.

#### 1.12 *Summary of Changes*

The full proposed changes can be viewed in table in Background Paper 1. A summary, and the reasons for each of the proposed changes are as follows, as written in the Preliminary Notice of Variation sent to all tenants:

#### 1.13 Repairing your home (conditions 7-12)

Section 11 of the Landlord and Tenant Act 1985 is the primary source of the Council's repairing obligations. It is a matter of good practice to reflect the wording of s.11 in the tenancy agreement as the current version does not clearly reflect this. It is also the responsibility of tenants to maintain their homes and to notify the Council of certain matters. This proposed section expands on the version in the current Tenancy Conditions to make clearer the rights, responsibilities, and obligations for the Council and the tenants. There is also reference to the Council's new Repairs Policy which provides further detailed information regarding the specific types of repairs which the Council are responsible for and those which will be the responsibility of the tenant.

1.14 Pets and animals (conditions 18-21)

The proposed variation provides greater clarity in respect of dangerous dogs.

1.15 Using your home (conditions 26–28)

The proposed variation gives more information about what tenants should do if they are away from their home for an extended period of time. It also informs tenants of the consequences should they not notify the Council that they are going to be away from their home. It is important that tenants let the Council know if they are going away from their home for more than a month in order to protect against tenancy fraud and deterioration of the property as well as unlawful occupation by trespassers i.e. squatters. In addition, we have included further provisions in respect of tenant verification to ensure that the right tenant is occupying the property to prevent against tenancy fraud and to protect our tenants.

1.16 Using your home (Access) (condition 29)

Gaining access to a tenant's property to allow the Council to carry out Statutory checks and repairs is very important. The Council is under a legal obligation to service gas appliances on an annual basis and failure to allow access will pose a serious health and safety risk both to the tenant's property and the neighbouring properties. Refusal of or failure to give access for such purposes as repairs or gas inspections has also caused the Council to incur significant costs in previous years. The proposed amendment is designed to make it clear to tenants what is expected of them. It will always be preferable to obtain a tenant's permission before forcing access to the premises.

1.17 Gardens & Communal Areas (conditions 32-35)

The proposed variation provides further clarity about tenants' responsibilities on maintaining gardens.

1.18 Ending your Tenancy (conditions 44-46)

The proposed variation has been amended to include how tenants can serve a statutory notice on the Council to end their tenancy. It also details how the Council can serve statutory notices on tenants. It also provides further clarity on the practical steps when a tenant ends their tenancy.

1.19 Introductory Tenancies

The Council formally adopted the Introductory Tenancy regime in November 2022 following a full consultation. This regime took effect from October 2023, which means that any new tenancies granted after this date will be Introductory Tenancies. These tenancies have fewer rights

than secure tenants but after the introductory period the tenancy will automatically convert to a secure tenancy. This regime was implemented to take swift action against tenancy breaches at an early stage. It necessary to update the existing tenancy conditions to include reference Introductory Tenancies so that 'You and your home' applies to both secure and introductory tenancies.

## 2 HOW DOES THIS DECISION CONTRIBUTE?

- 2.1 This decision will allow for the timely progress of work to update the Tenancy Conditions. The primary driver of this work relates to varying conditions to ensure the Council is fully compliant with regulator consumer standards, across all compliance areas, such as gas and fire safety. Likewise, changes will ensure clarity and precision where current wording can be improved.

## 3. HAS THERE BEEN ANY CONSULTATION?

- 3.1 It is a legal requirement under section 103 of the Housing Act 1985 that the Council consult tenants on any proposed changes to the Tenancy Conditions. An electronic copy of the Section 103 Notice of the intention to vary the terms of the Tenancy Conditions along with the Tenancy Condition survey was published online, with tenants informed via the Tenant Bulletin and a mail out to TARA's on the 29<sup>th</sup> of February 2024. This was followed up with the formal hard copy of the S103 Notice of the intention to vary the Tenancy Conditions which was sent out to all secure and introductory Council tenants by post on 6<sup>th</sup> March 2024.

- 3.2 Interim results of the consultation show a large majority of tenants either strongly agree, or agree, with each of the proposed changes. Significantly fewer tenants as a proportion of total responses are in disagreement. The interim results (as of 13<sup>th</sup> March) can be found in the table below. The consultation will be open until the 20<sup>th</sup> of March, meaning an interim analysis of the final consultation will be shared at Committee on the 21<sup>st</sup> March. A consultation report will then be produced before the final decision is made.

The interim figures are:

<b>Variation of Tenancy Conditions</b>	
<b>Question</b>	<b>Response</b>
Total responses (as of 13 <sup>th</sup> March): 314	
Q2 – Repairing your home	Agree/Strongly Agree 69.4% (211) Neutral 20.7% (63) Disagree/Strongly Disagree 9.9% (30)
Q4 – Pets and Animals	Agree/Strongly Agree 76.2% (227) Neutral 18.8% (56)

	Disagree/Strongly Disagree 5% (15)
Q6 – Using your home - abandonment	Agree/Strongly Agree 77% (231) Neutral 18.3% (55) Disagree/Strongly Disagree 4.7% (14)
Q8 – Using your home – access	Agree/Strongly Agree 77.2% (230) Neutral 17.4% (52) Disagree/Strongly Disagree 5.4% (16)
Q10 – Gardens	Agree/Strongly Agree 71.5% (216) Neutral 18.9% (57) Disagree/Strongly Disagree 9.6% (29)
Q12 – Ending your Tenancy	Agree/Strongly Agree 70.9% (215) Neutral 23.4% (70) Disagree/Strongly Disagree 4.7% (14)
Q14 – Introductory Tenancies	Agree/Strongly Agree 68.9% (204) Neutral 25.3% (75) Disagree/Strongly Disagree 5.7% (17)

3.3 Additionally, a consultation was launched on the new Repairs Policy, running concurrently with the Section 103 consultation on the Tenancy Conditions. This was due to the fact that the proposed changes to the Tenancy Conditions makes reference to the proposed new Repairs Policy, thus requiring concurrent consultation to allow tenants to give an informed response.

#### **4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION**

##### **4.1 Equality Implications**

Equality implications are captured within the EIA, number 2574.

##### **4.2 Financial and Commercial Implications**

There are no direct financial and commercial implications arising from this report.

##### **4.3 Legal Implications**

4.3.1 The general power of management of its housing is vested in the Council by virtue of section 21 of the Housing Act 1985. In order to vary the Tenancy Conditions the Council must comply with the requirements specified under sections 102 and 103 of the Housing Act 1985 for all secure and introductory tenancies.

4.3.2 Section 102 (1) of the Housing Act 1985 Act prescribes the three ways in which the Council may vary the terms of a secure and introductory tenancy only two of these are applicable to the type of variation the Council is seeking to make here, as the other relates to variations of rent and payments only, these are set out at sections 102 (1) (a) and (c) of this Act:

*'S102 (1) The terms of a secure tenancy may be varied in the following ways, and not otherwise –*

*(a) by agreement between the landlord and the tenant.*

*(c) in accordance with section 103 (notice of variation of periodic tenancy).'*

Due to the size of the Council's Housing Stock it is not practical to vary by individual agreement between landlord and tenant therefore the only applicable method of varying the tenancy conditions is through the notice of variation process prescribed under section 103 of the Housing Act 1985.

#### 4.3.3 **Section 103 sets out a two stage process**

Section 103 of the Housing Act 1985 sets out the two stage process that must be followed in order to vary the Tenancy Conditions by way a notice of variation.

#### 4.3.4 **Stage 1 – Preliminary Notice Stage**

The Council is first required to serve a preliminary notice under section 103(2) of the Housing Act 1985 on the tenant to inform them that the Council intends to serve them a notice of variation.

The preliminary notice must:

- inform the tenant of the landlord's intention to serve a notice of variation
- Specify the proposed variation and its effect
- Invite the tenant to comment on the proposed variation within such time as specified in the notice as the landlord considers reasonable

The landlord must consider any comments made by tenants within the specified time.

It is Important to note that the preliminary notice must ask tenants for comments and specify the date comments must be received back. There is no specific statutory time period given for this, but it must be what the Council as landlord considers is reasonable.

After the deadline for receiving comments time must then be allowed for consideration of the responses by tenants. There is no statutory deadline prescribed for this process, but it should be reasonable and allow sufficient time for comments and feedback to be properly considered by the Council.



#### 4.3.5 **Second Stage – Notice of Variation**

The second stage is to serve a notice of variation under section 103(1) specifying in accordance with section 103(4):

- The variation effected by it
- The date on which it takes effect.
- The period between the date of service and the date on which it takes effect for a notice of variation must be at least a minimum of 4 weeks or the rental period (whichever is longer).

In accordance with section 103(5) the notice should be accompanied by such information as the Council considers necessary to enable the tenant to understand the nature and effect of the variation.

Section 103 (6) specifies that if a tenant gives a valid notice to quit after the service of a notice of variation but before the date on which the variation is to take effect then their tenancy shall not be varied unless the notice to quit is withdrawn, with the Council's written agreement, before the effective date.

4.3.6 Section 102 (1), (2) and (3)(a) and Section 103 of the Housing Act 1985 apply to Introductory tenancies as well as Secure tenancies by virtue of section 111A of the Housing Act 1985 which was inserted by the Housing Act 1996 (Consequential Amendments) Order 1997/74.

4.3.9 The Council has a duty under section 104 of the Housing Act 1985 to publish and supply to its secure tenants information to explain in simple terms the effect of the tenancy conditions, Part IV of the Act (governing secure tenancies and the rights of secure tenants) and the repair obligations of the Landlord and Tenant Act 1985 (incorporated into the Council's conditions of tenancy).

4.4 Climate Implications  
N/A

4.5 Other Implications  
N/A

## 5. **ALTERNATIVE OPTIONS CONSIDERED**

5.1 *Do not alter the Tenancy Conditions:*  
Urgent changes are required to ensure the Council is fully compliant with regulator consumer standards, across all compliance areas, such as gas

and fire safety. For this reason, it was not considered viable to leave the tenancy conditions un-altered.

## **6. REASONS FOR RECOMMENDATIONS**

- 6.1 As noted above, it is vital that the Council complies with gas and fire safety requirements. The proposed changes to the existing tenancy agreement will assist with this. Primarily, this relates to Condition 29 (access). While we will always work with tenants to arrange for access with them, in cases where the tenant does not respond to our attempts to contact them, we must take steps to gain entry to the property. This is for the safety of tenants, neighbours, and officers.
- 6.2 Alongside this, the other changes either respond to policy developments, or to make useful clarifications where the current language used could be improved. This will ensure tenants, and the Council as landlord, are clear on respective responsibilities.
- 6.3 Finally, the consultation so far demonstrates a clear tenant voice in favour of implementing these changes, with a large majority of survey respondents in agreement. It is, however, important to note that this point will be updated following the publication of this paper, when the consultation has finished. Members will be given an overview of the final consultation at Committee, before a final consultation report is produced.
- 6.4 This report recommends, therefore, that Housing Policy Committee:
1. Note and acknowledge the proposed changes to the Tenancy Conditions (Appendix 1).
  2. Note the interim analysis of the consultation responses returned to date (13<sup>th</sup> March) contained within the report, and the verbal update on the consultation following the closing date of 20<sup>th</sup> March given at Committee by the Director of Housing.
- 6.5 Following the completion, analysis and consideration of the consultation, the necessary steps to reach a formal decision will be taken in order to issue a Final Notice of Variation and bring the changes to the Tenancy Conditions into effect.

Janet Sharpe  
Director of Housing  
Sheffield City Council

**Tenancy Condition proposed variation table S103 preliminary notice of variation**

Current tenancy condition	Proposed variation tenancy condition
<p><b><u>Repairing your home</u></b></p> <p><b><u>(Conditions 7-12)</u></b></p> <p><b>Repairing your home</b></p> <p><b>Your Tenancy Conditions:</b></p> <p>7. We will repair the following:</p> <ul style="list-style-type: none"> <li>a) The structure and outside of the building, including shared parts, (roof, outside walls, outside doors, windows, chimneys and chimney stacks, drains, gutters and outside pipes)</li> <li>b) Inside walls, skirting boards, doors, door frames, floors and ceilings</li> <li>c) Electric wiring, sockets, light fittings and gas and water pipes</li> </ul>	<p><b>Repairing your home</b></p> <p><b>Your Tenancy Conditions:</b></p> <p>7.We will repair <u>and maintain</u> the following:</p> <ul style="list-style-type: none"> <li>a) <u>the structure and exterior of the dwelling house (including drains, gutters, external pipes and external decoration)</u></li> <li>b) <u>the installations in the dwelling house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths, showers, toilets and sanitary conveniences but not other fixtures, fittings and equipment for making use of the supply of water, gas or electricity)</u></li> <li>c) <u>the installations in the dwelling house for space heating and heating water</u></li> </ul>

<ul style="list-style-type: none"> <li>d) Heating equipment (such as fires, radiators and storage radiators) and water heating equipment (boilers and immersion heaters)</li> <li>e) Kitchen and bathroom fixtures (sinks, basins, baths, showers and toilets)</li> <li>f) Pathways and steps which are the main means of getting to your home</li> <li>g) Shared television aerial or shared satellite dish we have provided</li> <li>h) Supporting or retaining walls, and boundary walls and metal railings to the property</li> <li>i) Trees in the boundary of your tenancy where they are causing a danger or damage</li> <li>j) Decoration of the outside and any shared parts of the building</li> <li>k) Furniture and fittings we have provided</li> <li>l) Fixtures or fittings you have added to your home, only if we agreed in writing to maintain them before you put them in</li> </ul> <p>8. When you ask for a repair and we agree to do it, we will give you a receipt telling you when we will carry out the repair.</p> <p>9. You are responsible for the following:</p> <ul style="list-style-type: none"> <li>a) Any repairs not listed in condition 7</li> <li>b) Telling us about a repair we are responsible for as soon as possible</li> <li>c) Taking all reasonable steps to avoid damage</li> <li>d) Decorating the inside of your home</li> </ul>	<ul style="list-style-type: none"> <li>d) Pathways and steps which are the main means of getting to your home</li> <li>e) Shared television aerial or shared satellite dish we have provided</li> <li>f) Supporting or retaining walls, and boundary walls and metal railings to the property</li> <li>g) Trees in the boundary of your tenancy where they are causing a danger or damage</li> <li>h) Furniture, <u>fixtures</u> and fittings we have provided</li> </ul> <p>8. When you ask for a repair and we agree to do it, we will give you a receipt telling you when we will carry out the repair.</p> <p>9. You are responsible for the following:</p> <ul style="list-style-type: none"> <li>a) Any repairs not listed in condition 7</li> <li>b) Telling us about a repair we are responsible for as soon as possible</li> <li>c) Taking all reasonable steps to avoid damage</li> <li>d) Decorating the inside of your home</li> </ul>
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e) Looking after any furniture we have provided as part of the tenancy including reporting any damage or faults to us

We may **charge you** if you do not comply with any terms of this condition

10. You are responsible for the safe keeping of keys and fobs we have provided for the property, including door, window and communal access locks. If you lose your keys we will **charge you** the cost of any replacements or lock change

11. You must not apply artex or polystyrene tiles to any walls or ceilings

12. You must not alter or improve your property unless we have given you our **permission**

e) Looking after any furniture we have provided as part of the tenancy including reporting any damage or faults to us

f) Taking reasonable steps to keep your property adequately ventilated and heated to prevent the buildup of condensation, damp and mould

g) Any items that you have installed at your own cost that we gave you permission to install

We may **charge you** if you do not comply with any terms of this condition

10. You are responsible for the safe keeping of keys and fobs we have provided for the property, including door, window and communal access locks. If you lose your keys we will **charge you** the cost of any replacements or lock change

11. You must not apply artex or polystyrene tiles to any walls or ceilings

12. If you are a secure tenant you must not alter or improve your property unless we have given you our **permission**. If you are an introductory tenant you must not alter or improve your property during the introductory period of your tenancy.

**What does this mean?**

*These conditions explain what we are responsible for repairing and what we expect you to do to look after and maintain your home. When you report a repair we will decide how quickly it needs to be completed. We may charge you the cost of repairing or replacing something which is damaged deliberately or due to carelessness. We may waive this charge if you have been the victim of a crime (for example theft, vandalism or break-in).*

*You must ask our permission before making certain changes to your home. Condition 47 gives further detail about asking for our permission – see page 18 for more information. There is more information on our website about altering your property and the permissions you need.*

To be added to further information (new 3<sup>rd</sup> paragraph to be inserted)

**What does this mean?**

*These conditions explain what we are responsible for repairing and what we expect you to do to look after and maintain your home. All repairs will be assessed and carried out in accordance with the Council's Repairs Policy which provides further detailed information regarding the specific types of repairs which we are responsible for and those which will be your responsibility as the tenant. When you report a repair we will decide how quickly it needs to be completed. We may charge you the cost of repairing or replacing something which is damaged deliberately or due to carelessness. We may waive this charge if you have been the victim of a crime (for example theft, vandalism or break-in).*

*You must ask our permission before making certain changes to your home. Condition 47 gives further detail about asking for our permission – see page 18 for more information. There is more information on our website about altering your property and the permissions you need.*

*Where you can, you should try to maintain an ambient temperature throughout your home and where ventilation units are provided they should be switched on to reduce the*

	<p><u>possibility of condensation and mould occurring. You are advised to clear mould spots as soon as they appear using an antifungal cleaning product. If you have attempted to clean the area and it continues to come back, it should be reported to the Council so that we can arrange for it be inspected and assess the underlying cause and what further action we need to take.</u></p>
<p><b><u>Pets and Animals</u></b></p> <p><b><u>(Conditions 18 – 21)</u></b></p> <p><b>Pets and animals</b></p> <p><b>Your Tenancy Conditions:</b></p> <p>18. Unless you live in sheltered housing, you may keep domestic pets in your home subject to conditions 19-21</p>	<p><b>Pets and animals</b></p> <p><b>Your Tenancy Conditions:</b></p> <p>18. Unless you live in sheltered housing, you may keep domestic pets in your home subject to conditions 19-21</p>

19. You must not keep any animal or number of animals which could cause a danger or nuisance or which is not suitable for your property

20. You must properly look after any animal in or visiting your property and not allow it to do anything which could cause a danger, nuisance or annoyance to other people or to cause damage

21. If we tell you to remove an animal or animals from your home you must do so. You must not allow the animal or animals to return. We will tell you in writing, giving the reasons why and the date by which you must comply

**What does this mean?**

*You can keep pets as long as your property is suitable, you look after them properly and ensure the animal does not cause a nuisance to other people.*

*'Properly looking after' means taking care of the animal's welfare - for example ensuring it has sufficient space, exercise and food, and keeping it clean.*

*Examples of 'danger, nuisance or annoyance' are excessive barking, fouling, aggressive behaviour and straying.*

19. You must not keep any animal or number of animals which could cause a danger or nuisance or which is not suitable for your property. You are not allowed to keep any dog which is banned as defined by the Dangerous Dogs Act 1991 unless you have a valid Certificate of Exemption for the dog

20. You must properly look after any animal in or visiting your property and not allow it to do anything which could cause a danger, nuisance or annoyance to other people or to cause damage

21. If we tell you to remove an animal or animals from your home you must do so. You must not allow the animal or animals to return. We will tell you in writing, giving the reasons why and the date by which you must comply

**What does this mean?**

*You can keep pets as long as your property is suitable, you look after them properly and ensure the animal does not cause a nuisance to other people.*

*'Properly looking after' means taking care of the animal's welfare - for example ensuring it has sufficient space, exercise and food, and keeping it clean.*

*Examples of 'danger, nuisance or annoyance' are excessive barking, fouling, aggressive behaviour and straying.*



<p><i>In addition you must comply with any laws relating to keeping animals. For example 'chipping' your dogs and not keeping any banned breeds.</i></p> <p><i>If you do not comply with these conditions we may tell you to remove your animal and will take legal action against you if you do not do so.</i></p>	<p><i>In addition you must comply with any laws relating to keeping animals. For example 'chipping' your dogs and not keeping any banned breeds.</i></p> <p><i>If you do not comply with these conditions we may tell you to remove your animal and will take legal action against you if you do not do so.</i></p>
<p><b><u>Using your home</u></b></p> <p><b><u>(Condition 27)</u></b></p> <p><b>Using your home</b></p> <p><b>Your Tenancy Conditions:</b></p> <p>27. You must use the property to live in as your only and principal home</p>	<p><b>Using your home</b></p> <p><b>Your Tenancy Conditions:</b></p> <p>27. You must occupy the property as your only and principal home <u>otherwise the Council may take action to end your tenancy by serving a Notice to Quit on you.</u></p> <p><u>You must not leave the property unoccupied for more than one calendar month without informing us, except in exceptional circumstances, or we may assume that you have abandoned</u></p>

<p><u>In the explanatory note to using you home page 13 para 3</u></p> <p>What does this mean?</p>	<p><u>the tenancy and may commence investigations under our Abandonment Procedure.</u></p> <p><u>The Council conducts periodic home visits to the properties it rents to tenants. We check our Council homes to make sure that they are occupied by the rightful tenants and that all other conditions of tenancy are being met. Whenever we visit, we may ask you and any member of your household for proof of Identification.</u></p> <p>(Move wording from p23 re abandonment and notice to quit to explanatory note for using your home p13)</p> <p><u>In the explanatory note to using you home page 13 para 3</u></p> <p>What does this mean?</p>
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You must continue to live in the property and should let us know if you are going to be away from your home for an extended period of time. We can take action to take back the property if we believe you are not living in it.

**Abandonment and Notice to Quit**  
**page 23 explanatory note**

If you abandon your property, we will treat it as a tenancy surrender and may re-let it. You are responsible for the rent until we accept the surrender. If you don't use the property as your only and principal home, we may serve you with a Notice to Quit

You must continue to live in the property and should let us know if you are going to be away from your home for an extended period of time. We can take action to take back the property if we believe you are not living in it.

(Abandonment and Notice to Quit moving text to create new 4<sup>th</sup> paragraph what does this mean p13)

If you abandon your property, we will treat it as a tenancy surrender and may re-let it. You are responsible for the rent until we accept the surrender. If you don't use the property as your only and principal home, we may serve you with a Notice to Quit

**Using your home**

**(Condition 29 access)**

## Using your home

### Your Tenancy Conditions:

29. You must allow our employees, agents or contractors to enter the property to inspect the property, carry out repairs or improvements, service appliances or carry out any of our duties. We will give you reasonable notice if we need to access the property. We may take steps to enter the property without giving notice in the event of an emergency

## Using your home

### Your Tenancy Conditions:

29. You or a member of your household must allow or arrange for our employees, agents, contractors or other statutory bodies to enter your property at all reasonable hours for any reasons set out below:

- (a) to carry out maintenance, improvements, repairs or other works we are responsible for,
- (b) to carry out repairs or other works to common areas, neighbouring properties or land owned by us, or where we are otherwise legally required to allow access to the property by a third party, for example under the Access to Neighbouring Land Act 1992,
- (c) to carry out all statutory Inspections and safety checks required at the property (including annual gas safety inspections, electrical testing inspections and asbestos inspections),
- (d) to service all appliances at the property
- (e) to carry out periodic home visits and inspect the condition of the property, and
- (f) to otherwise carry out any of our duties.

We will give you reasonable notice if we need to access the property.

<p><b>What does this mean?</b></p> <p><i>This condition explains that you must allow us access to the property when we need to carry out our duties. 'Reasonable</i></p>	<p><u>We may take steps to enter the property without giving notice in the event of an emergency.</u></p> <p><u>You or any member of your household must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces. You or any member of your household must not allow any accumulation of personal property or rubbish or other items to prevent or obstruct any access to your property.</u></p> <p><u>29A. If there are any gas appliances or flue (including, fires, cookers or gas pipework) within the property, we will need to inspect this annually and carry out any necessary work. If we cannot carry out this inspection or work because you do not respond to our request to let us into your property, or otherwise refuse us access, we will serve a seven-day notice telling you when we will call. If you do not let us in on that occasion, we may force entry to carry out the necessary inspection and any associated work and charge the costs of this to you. We may also cap-off any gas supply if it is found to be unsafe. You will be notified afterwards of the action we have taken and issued with a key to the new lock. We will take reasonable care in forcing entry and we will leave your home as effectively secured against trespassers as we found it.</u></p> <p><b>What does this mean?</b></p> <p><i>This condition explains that you must allow us access to the property when we need to carry out our duties. 'Reasonable</i></p>
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*notice' will depend on the reason we need access. In some cases we may need to visit without an appointment.*

*notice' will depend on the reason we need access. In some cases we may need to visit without an appointment.*

**Gardens & Communal Areas**

**(Conditions 36-39)**

**Gardens & Communal Areas**

**Your Tenancy Conditions:**

**Gardens & Communal Areas**

**Your Tenancy Conditions:**

36. You must keep your garden tidy, so that it does not become overgrown or spoil the look of the surrounding area

37. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our **permission**

36. You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items. In addition, you must comply with the following conditions:

- a) Hedges, bushes and shrubbery should be cut and kept at a maximum height of 1.83 metres (6 feet) at the back and side of the premises and 1.4 metres (4 feet 7 inches) at the front of the premises.
- b) Where the hedge(s) form a boundary with an alleyway, a neighbour, and/or public pathway you will be responsible for keeping the hedge trimmed to allow access.
- c) You must not plant any climbing plants, which may damage the fabric of the building in anyway (such as, for example, ivy) against your property or building.
- d) You must remove self-seeding climbing plants and self-set trees. We reserve the right to recharge for the cost of removal of any such (trees, including tree stumps) vegetation and plants that we remove.

37. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our **permission**

38. You must regularly trim hedges, bushes and shrubbery so that they do not exceed a height of two metres, become overgrown, or cause an obstruction

39. You must not plant or cut down any tree without our permission

**What does this mean?**

*The garden must be kept in a good condition, for example:*

- *No vegetation obstructing roads or footpaths*
- *No rubbish or waste*
- *Grass cut, shrubs pruned and hedges trimmed*
- *No dog faeces in the garden*
- *Maintaining any garden features you have put in*

~~38. You must regularly trim hedges, bushes and shrubbery so that they do not exceed a height of two metres, become overgrown, or cause an obstruction~~

38. If you are a secure tenant you must not plant or cut down any tree without our **permission**. If you are an introductory tenant you must not plant or cut down any tree during the introductory period of your tenancy.

39. Trees in tenants' gardens are subject to routine inspection in order to detect and reduce risks to health and safety or potential damage to property. You must allow access to the Council, Council employees, their contractors, agents or other statutory bodies in order to allow for this inspection to be carried out.

(Additional wording to be included to in explanatory notes)

**What does this mean?**

The garden must be kept in a good condition, for example:

- No vegetation obstructing roads or footpaths
- No rubbish or waste
- Grass cut, shrubs pruned and hedges trimmed
- No dog faeces in the garden



*Do not leave unwanted items of household furniture or rubbish bags in your garden. You should either take them to your nearest recycling centre or contact Veolia to arrange a bulky waste collection (you may be charged for this).*

*If you want to put a shed or outbuilding in your garden you need to ask our permission first. You will also be responsible for seeking any additional Planning Permission and/or complying with any relevant regulations.*

*You should contact us if you are struggling to maintain your garden.*

- Maintaining any garden features you have put in

*Do not leave unwanted items of household furniture or rubbish bags in your garden. You should either take them to your nearest recycling centre or contact Veolia to arrange a bulky waste collection (you may be charged for this).*

*If you are secure tenant and you want to put a shed or outbuilding in your garden you need to ask our permission first. You will also be responsible for seeking any additional Planning Permission and/or complying with any relevant regulations.*

*If you are an introductory tenant, you will not be permitted to put a shed or outbuilding in your garden during the introductory period.*

*The Council will maintain trees in the boundary of a tenancy where they are causing a danger or damage. Tenants are able to make requests for pruning, replacement or removal works to the Council each request will be investigated and any decision to carry out work will be based upon individual circumstances which will be assessed in accordance with the Council's relevant Tree policies and strategies in force at the time.*

*You should contact us if you are struggling to maintain your garden: so that we can identify the support you need.*

## Ending your tenancy

### (Conditions 44-46)

#### Ending your Tenancy

##### Your Tenancy Conditions:

44. You must give us at least 4 full weeks' notice (ending on a Monday) in writing if you want to end your tenancy

#### Ending your Tenancy

##### Your Tenancy Conditions:

44. You must give us at least 4 full weeks' notice (ending on a Monday) in writing if you want to end your tenancy. You may give or send us any Notice about your tenancy (except for Notices about legal action against us) by addressing it to **Housing and Neighbourhood Service PO Box 5967, Sheffield S2 9GH** or by delivering it to your Local Neighbourhood Office.

Send Notices about legal action to **The Chief Legal Officer, Town Hall, Sheffield, S1 2HH.**

45. You must clear the property and give us vacant possession at the end of the tenancy, hand in all keys and ensure that the property is clean, safe, tidy and in a reasonable state of decoration. We may **charge you** for costs that we incur by putting right any breaches of these Tenancy Conditions

46. You must not damage, sell, remove or dispose of any furniture belonging to us which is provided as part of your tenancy. We will **charge you** the cost of replacing furniture if you break this condition

In addition to any way permitted by law, we may serve any Notice on you at the dwelling by putting it through the letterbox or fixing it to the dwelling, by leaving it with somebody for you at the dwelling or by post.

45. You must clear the property and give us vacant possession at the end of the tenancy. You must also, hand in all keys and ensure that the property is clean, safe, tidy and in a reasonable state of decoration. All keys or fobs to the property must be handed in to the Local Neighbourhood Office or the First Point at Howden House by close of business on the day the tenancy ends. If you do not do this, we may charge you a further week's rent and any other reasonable costs. We may also **charge you** for any other costs that we incur by putting right any breaches of ~~these~~ your Tenancy Conditions

46. You must not damage, sell, remove or dispose of any furniture belonging to us which is provided as part of your tenancy. We will **charge you** the cost of replacing furniture if you break this condition

# Introductory Tenancies

Introductory tenancies – no existing provisions

(To be inserted after condition 48)

## Introductory Tenants

If your new tenancy started on or after 1<sup>st</sup> October 2023 you will be an introductory tenant unless you are transferring from a secure tenancy or an assured tenancy with a registered social landlord (but not an assured shorthold tenancy).

Your introductory tenancy is a tenancy for a trial period for the first 12 months (unless it is extended). If you keep to the terms and conditions of this tenancy agreement, and the Council has not started possession proceedings during the introductory period, then you will automatically become a secure tenant at the end of the introductory period.

If you do not comply with the terms of your introductory tenancy, the Council has the right to extend your introductory tenancy by an additional six months. Before taking this action, the Council will give you notice of its intention to do this, and you will have the right to request a review of the decision to extend your introductory tenancy.

If you do not comply with the terms of your tenancy agreement the Council can also apply to the Court for a possession order that will result in you being evicted from your home.

Before applying to Court, the Council must give you notice and tell you the reasons why it is evicting you and you will have the right to request a review of the decision.

**Your rights as an introductory tenant**

As an introductory tenant you have fewer legal rights than you do as a secure tenant. You do not have the following rights:

- Right to buy although the introductory period counts towards the discount.
- Right to mutual exchange (swap homes) although the Council may consider requests for exceptional reasons.
- Right to take in lodgers
- Right to sublet
- Right to improve your property and right to compensation for improvements
- Right to assign although the Council may consider requests for exceptional reasons.
- Right to vote prior to transfer of a new landlord

An introductory tenant will acquire the above rights when they become a secure tenant.

**Right to succeed** – Introductory Tenants do have some succession rights however these are different to the rights of secure tenants. The following succession rules apply to Introductory tenants.

For sole introductory tenants who did not take the tenancy over from a family member:

If you die whilst your tenancy is still introductory and you were married or in a civil partnership at the time of your death then your tenancy will pass to your husband, wife or civil partner if he/she occupied the property as his/ her only or principal home at the time of your death.

If you do not have a husband wife or civil partner at the time of your death then your tenancy can pass on to a member of your family who occupied the property as his/ her only or principal home at the time of your death provided they resided with you throughout the 12 months immediately prior to your death.

For joint introductory tenants who did not take the tenancy over from a family member:

If the tenancy is a joint introductory tenancy then if one joint tenant dies the property will pass to the other joint tenant and will count as a succession.

Where the original tenancy was an introductory tenancy the tenancy that you will succeed to will also be an introductory tenancy.

### **Reason for evicting you**

### **Introductory tenants**

It is important that all introductory tenants comply with their tenancy conditions during the introductory period because you can be evicted more easily during this stage of your tenancy.

	<p><u>If you have broken any of the tenancy conditions, then as an alternative to taking legal action the Council may first consider extending your introductory tenancy for a further 6 months. If we wish to extend you introductory tenancy, then we will have to give you a Notice of Extension which will tell you the reasons why we are extending the tenancy. You can ask us to review this decision.</u></p> <p><u>If you continue to breach your tenancy conditions even after your introductory tenancy has been extended or if a serious breach occurs that warrants more serious action, then the Council will then consider taking legal action to end your tenancy. Before we can evict you, we must first serve you with a Notice of Proceedings for Possession telling you that we will be asking the court for a possession order and setting out the reasons for applying for the notice. You can ask us to review this decision.</u></p> <p><u>The court must grant an outright possession order once it is satisfied that we have followed the correct statutory procedures.</u></p>
<p><u>Front Cover (needs amending as refers only to secure tenants)</u></p>	<hr/> <p><b><u>Further changes and amendments needed to ‘ You and your home document</u></b></p> <p><b><u>Front Cover (needs amending as refers only to secure tenants)</u></b></p>

<p>Housing &amp; Neighbourhood Service You and Your Home</p> <p>Your tenancy conditions, what they mean and your rights as a secure tenant</p>	<p>Housing &amp; Neighbourhood Service You and Your Home</p> <p>Your tenancy conditions, what they mean and your rights as a secure <a href="#">and introductory</a> tenant</p>
<hr/> <p><b><u>Contents Page (p 2)</u></b></p> <p><b>Contents</b> Introduction Paying your rent Repairing your home District heating Nuisance and anti-social behaviour Pets and animals Keeping you safe Using your home Gardens and communal areas Using and parking vehicles Ending your tenancy Asking for permission Charging you Your rights as a secure tenant</p>	<hr/> <p><b><u>Contents Page (p 2)</u></b></p> <p><b>Contents</b> Introduction Paying your rent Repairing your home District heating Nuisance and anti-social behaviour Pets and animals Keeping you safe Using your home Gardens and communal areas Using and parking vehicles Ending your tenancy Asking for permission Charging you <del>Your rights as a secure tenant</del> <a href="#">Introductory tenants and your rights</a></p>



Useful information on our website

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### **Introduction (page 3)**

Introduction

**Welcome to your tenancy with Sheffield City Council. We hope you will be very happy in your new home.**

**We want all our tenancies to be successful and for that to happen, it's important everyone knows what their responsibilities are.**

**Our Tenancy Conditions set out what we expect from you as our tenant and also what you can expect from us as your landlord. This forms the agreement between you and us.**

The basic conditions of your tenancy are:

**We will:**

- Rent the property to you and keep it in a good state of repair

### **Secure tenants and your rights**

Useful information on our website

---

### **Introduction (page 3)**

Introduction

**Welcome to your tenancy with Sheffield City Council. We hope you will be very happy in your new home.**

**We want all our tenancies to be successful and for that to happen, it's important everyone knows what their responsibilities are.**

**The Tenancy Agreement you have signed with us forms a legal contract between you as our tenant and Sheffield City Council as your landlord. Your Tenancy Agreement specifies the type of tenancy you currently hold with us.**

**Our Tenancy Conditions set out what we expect from you as our tenant and also what you can expect from us as your landlord. They cover both Introductory and Secure Tenancies. This forms the agreement between you and us.**

The basic conditions of your tenancy are:

**We will:**

- Rent the property to you and keep it in a good state of repair

**You must:**

- Pay your rent
- Look after and carry out any day to day maintenance to the property
- Not cause a nuisance or danger to people nearby

This leaflet explains everything you need to know in more detail.

It's very important you read and understand your Tenancy Conditions.

**Breaking your Tenancy Conditions could lead to you losing you home.**

---

**Individual conditions which need amending to cover both secure and introductory tenants**

**You must:**

- Pay your rent
- Look after and carry out any day to day maintenance to the property
- Not cause a nuisance or danger to people nearby

This leaflet explains everything you need to know in more detail.

It's very important you read and understand your Tenancy Conditions.

[If you are in financial hardship or unable to sustain your tenancy due to vulnerability, please contact us so we can help coordinate any additional support that might be required.](#)

**Breaking your Tenancy Conditions could lead to you losing you home.**

---

**Individual conditions which need amending to cover both secure and introductory tenants**

<p><b><u>Condition 12: Repairing your home (improving home condition)</u></b></p> <p>12. You must not alter or improve your property unless we have given you our <b>permission</b>.</p>	<p><b><u>Condition 12: Repairing your home (improving home condition)</u></b></p> <p>12. <u>If you are a secure tenant</u> you must not alter or improve your property unless we have given you our <b>permission</b>. <u>If you are an introductory tenant you must not alter or improve you property during the introductory period of your tenancy.</u></p>
<p><b><u>Condition 26: Using your home (Subletting part of home condition)</u></b></p> <p>26. You must not sublet any part of your property without first obtaining our <b>permission</b>.</p>	<p><b><u>Condition 26: Using your home (Subletting part of home condition)</u></b></p> <p>26. <u>If you are a secure tenant</u> you must not sublet any part of your property without first obtaining our <b>permission</b>. <u>If you are an introductory tenant you must not sublet any part of your property during the introductory period of your tenancy.</u></p>
<p><b><u>Using your home - What does this mean – para 1 p13</u></b></p> <p>You can charge other people for living in one or more of your rooms as long as you comply with certain conditions. This is known as subletting. You must first obtain our permission, continue to live in the property and ensure the property does not become overcrowded.</p>	<p>(explanatory note – Using your home)</p> <p><b><u>Using your home - What does this mean – para 1 p13</u></b></p> <p><u>If you are a secure tenant</u> you can charge other people for living in one or more of your rooms as long as you comply with certain conditions. This is known as subletting. You must first obtain our permission, continue to live in the property and ensure the property does not become overcrowded.</p>

	<p><u>If you are an introductory tenant, you have no automatic right to sublet any part of your property during the introductory period.</u></p>
<p><b><u>Condition 35: Gardens &amp; Communal Areas (Changing Boundary Condition)</u></b></p> <p>35. You must not change the boundary of your property without our <b>permission</b>.</p>	<p><b><u>Condition 35: Gardens &amp; Communal Areas (Changing Boundary Condition)</u></b></p> <p>35. <u>If you are a secure tenant</u> you must not change the boundary of your property without our <b>permission</b>. <u>If you are an introductory tenant you must not change the boundary of your property during the introductory period of your tenancy.</u></p>
<p><b><u>Condition 37: Gardens &amp; Communal Areas (putting up, change, demolish garage or structure condition)</u></b></p> <p>37. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our <b>permission</b></p>	<p><b><u>Condition 37: Gardens &amp; Communal Areas (putting up, change, demolish garage or structure condition)</u></b></p> <p>37. <u>If you are a secure tenant</u> you must not put up, change or demolish a garage or any other structure within the boundary of the property without our permission. <u>If you are an introductory tenant you must not put up, change or demolish a garage or any other structure within the boundary of the property during the introductory period of the tenancy.</u></p>

**Condition 39: Gardens & Communal Areas (Planting / cutting down trees condition)**

39. You must not plant or cut down any tree without our **permission**

(Explanatory notes also need to be amended – Gardens & Communal Areas)

**Gardens and Communal Areas**

**What does this mean?**

If you want to put a shed or outbuilding in your garden you need to ask our permission first. You will also be responsible

**Condition 39: Gardens & Communal Areas (Planting / cutting down trees condition)**

~~39.~~38. If you are a secure tenant you must not plant or cut down any tree without our **permission**. If you are an introductory tenant you must not plant or cut down any tree during the introductory period of your tenancy.

(Explanatory notes also need to be amended – Gardens & Communal Areas)

**Gardens and Communal Areas**

**What does this mean?**

If you are secure tenant and you want to put a shed or outbuilding in your garden you need to ask our permission first.

for seeking any additional Planning Permission and/or complying with any relevant regulations.

You will also be responsible for seeking any additional Planning Permission and/or complying with any relevant regulations.

If you are an introductory tenant, you will not be permitted to put a shed or outbuilding in your garden during the introductory period.

**Condition 41: Using and parking vehicles (building a hardstanding condition)**

41. You must obtain our **permission** to build a hard-standing in your garden

**Condition 41: Using and parking vehicles (building a hardstanding condition)**

41. If you are a secure tenant you must obtain our **permission** to build a hard-standing in your garden. If you are an introductory tenant you must not build a hard-standing in your garden during the introductory period of your tenancy.

**Your rights as a secure tenant - p 20 current tenancy conditions**

**Your Rights as a secure tenant**

**Your rights as a secure tenant - p 20 current tenancy conditions**

Change heading from your 'rights as a secure tenant' to 'Secure tenants and your rights' (or 'Secure Tenancies and your rights')

**Secure tenants and your rights**



The following rights are set out in our [Allocations Policy](#) and are subject to change. If you want to have a look, the most recent version is on our website.

If you did not take over the tenancy from a family member, on your death:

- Your spouse, civil partner (which includes a person living with you as your spouse or civil partner) has the right to succeed to the tenancy if they lived with you at the time of your death and the property is their only and principal home
- Another family member can take over the tenancy if they lived in the property throughout the 12 months prior to your death and the property is your only and principal home
- If more than one person qualifies for the tenancy, your spouse or civil partner is entitled to take it over. If you have no spouse or civil partner living with you, everyone entitled to the tenancy must agree who will take it on – if agreement cannot be reached, we will decide  
This is an express term of your secure tenancy.

People who are not entitled to take over your tenancy may, in certain circumstances ([set out in our Allocations Policy](#)), be granted a new secure tenancy of your property.

The following rights are set out in our [Allocations Policy](#) and are subject to change. If you want to have a look, the most recent version is on our website.

If you did not take over the tenancy from a family member, on your death:

- Your spouse, civil partner (which includes a person living with you as your spouse or civil partner) has the right to succeed to the tenancy if they lived with you at the time of your death and the property is their only and principal home
- Another family member can take over the tenancy if they lived in the property throughout the 12 months prior to your death and the property is your only and principal home
- If more than one person qualifies for the tenancy, your spouse or civil partner is entitled to take it over. If you have no spouse or civil partner living with you, everyone entitled to the tenancy must agree who will take it on – if agreement cannot be reached, we will decide  
This is an express term of your secure tenancy.

People who are not entitled to take over your tenancy may, in certain circumstances ([set out in our Allocations Policy](#)), be granted a new ~~secure~~ [introductory](#) tenancy of your property.



### Reasons for us to evicting you (p22)

We can only evict you if we give you a 'Notice Seeking Possession' and apply to the court to end your tenancy. If the court is satisfied it is reasonable then, with the court's agreement, we can evict you if:

- You don't pay your rent
- You are in breach of your tenancy conditions
- You or anyone living with you or visiting you causes a nuisance or annoyance to other people, has been convicted for using the premises for illegal or immoral purposes, or convicted of an offence in or near the premises
- You have been living with someone as their partner and they leave because of violence from you, either to them or a member of their family, and it's unlikely they'll return
- You or anyone living with you has damaged the property or communal area
- You or anyone living with you has damaged furniture provided by us
- You got the tenancy because you or somebody on your behalf made false statements
- You refuse to leave a property we let to you temporarily while work was carried out to your permanent home

You will usually have the chance to put things right before we evict you. However if the breach is serious we may seek eviction straight away. If the court is satisfied it is reasonable

### Reasons for us to evicting you (p22)

#### Secure Tenants

We can only evict you as a secure tenant if we give you a 'Notice Seeking Possession' and apply to the court to end your tenancy. If the court is satisfied it is reasonable then, with the court's agreement, we can evict you if:

- You don't pay your rent
- You are in breach of your tenancy conditions
- You or anyone living with you or visiting you causes a nuisance or annoyance to other people, has been convicted for using the premises for illegal or immoral purposes, or convicted of an offence in or near the premises
- You have been living with someone as their partner and they leave because of violence from you, either to them or a member of their family, and it's unlikely they'll return
- You or anyone living with you has damaged the property or communal area
- You or anyone living with you has damaged furniture provided by us
- You got the tenancy because you or somebody on your behalf made false statements
- You refuse to leave a property we let to you temporarily while work was carried out to your permanent home

You will usually have the chance to put things right before we evict you. However if the breach is serious we may seek eviction straight away. If the court is satisfied it is reasonable

and suitable alternative accommodation is available, we can evict you if your home:

- Is overcrowded as defined in the Housing Act 1985
- Is being altered or demolished and this can't be done while you're still living there
- Was designed or adapted for a disabled person who no longer lives there and the property is now needed for a disabled tenant
- Has special services provided which are no longer needed by the current occupants but are needed by someone else
- Is much larger than you reasonably need after taking over the tenancy from a family member. We will consult you and offer alternative accommodation which meets your reasonable needs.

If it goes to court, you can challenge our reasons to evict you and/ or the suitability of alternative accommodation offered. You should get legal advice before you do this.

and suitable alternative accommodation is available, we can evict you if your home:

- Is overcrowded as defined in the Housing Act 1985
- Is being altered or demolished and this can't be done while you're still living there
- Was designed or adapted for a disabled person who no longer lives there and the property is now needed for a disabled tenant
- Has special services provided which are no longer needed by the current occupants but are needed by someone else
- Is much larger than you reasonably need after taking over the tenancy from a family member. We will consult you and offer alternative accommodation which meets your reasonable needs.

If it goes to court, you can challenge our reasons to evict you and/ or the suitability of alternative accommodation offered. You should get legal advice before you do this.

In the table: Black = original condition wording / Red = Proposed amended wording / ~~Black~~ = deleted wording

Should you require a translation of this document, please contact [StrategicChangeConsultation@Sheffield.gov.uk](mailto:StrategicChangeConsultation@Sheffield.gov.uk)

## PART A - Initial Impact Assessment

**Proposal Name:** Variation of Tenancy Conditions

**EIA ID:** 2574

**EIA Author:** Jack Hewitt

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**Proposal Outline:** Work is being undertaken to consider the Council's Tenancy Conditions, as set out in You and Your Home. This is to ensure they are clear, precise, and allow the Council to carry out its statutory duties effectively. The primary driver of this work relates to varying conditions to ensure the Council is fully compliant with regulator consumer standards, across all compliance areas, such as gas and fire safety. Alterations to the conditions will allow for this, alongside other changes to either respond to policy developments, or to make useful clarifications where the current language used could be improved. This will ensure tenants, and the Council as landlord, are clear on respective responsibilities.

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**Proposal Type:** Non-Budget

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**Year Of Proposal:** 24/25

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**Lead Director for proposal:** Janet Sharpe (HSG)

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**Service Area:** Housing & Neighbourhoods

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**EIA Start Date:** 01/02/2024

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**Lead Equality Objective:** Break the cycle and improve life chances

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**Equality Lead Officer:** Louise Nunn

## Decision Type

### Committees:

Policy Committees

- Housing

## Portfolio

### Primary Portfolio:

Housing & Neighbourhoods

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### EIA is cross portfolio:

No

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### EIA is joint with another organisation:

No

## Overview of Impact

### Overview Summary:

The proposed changes to the Tenancy Conditions (You and Your Home) represent variations to a limited number of existing clauses. The new Conditions will apply to all Secure and Introductory Council tenants, without scope for exceptions. While this change will apply to all tenants, it is important that the Council takes steps to ensure vulnerable tenants are supported to understand the proposed changes, what it means for them, and what support will be available to help them comply with the varied conditions. Proposed changes within this project that may be of particular issue with regards to vulnerable tenants are: -Variation to the existing access clause to allow for forced entry where access is not given to the Council to carry out its statutory duties in relation to Gas and other health and safety compliance requirements. -Variation to the existing abandonment condition to state that tenants should inform the Council if they are away from their property for more than a month. -Variation to the existing clause relating to gardens and communal areas, to give tenants clarity on how aspects of their garden (e.g. hedges) should be maintained in terms of, for example, height. To mitigate equalities concerns and to ensure that the proposed changes should apply to any tenant with a vulnerability, the following steps will be taken: - A full consultation will

be carried out, with every tenant contacted in writing and their comments asked for on the proposed changes. This will be done by mailing a Preliminary Notice of Variation to all tenants. This will set out the existing condition and the proposed change to ensure tenants are clear about these proposals. Tenants will be able to respond either online or in paper, and the notice will be made available in accessible formats (including translation) on request. - All the support that tenants currently receive to help them comply with their tenancy conditions will still be available after these changes are made. For example, tenants can apply for hardships funds, and Neighbourhood Officers will help to sustain tenancies and provide signposting to access other support services. - Where the Council is considering enforcement action, individual EIAs are carried out to assess a tenant's circumstances in that case. Regarding particular variations within this proposal, the impact will be considered on specific characteristics below, however a summary overview will be given here. - Gas Access: The key potential concern here relates to forced entry. Forced Entry will only be used in situations where the Council has a statutory safety duty that we must legally comply with. A process will be followed to try and agree access with the tenant prior to Forced Entry being used, and tenants will be given notice that this is being considered (except in emergency situations). The safety concerns relating to Gas and other health and safety factors (such as a fire) in properties and in particular shared blocks, are of such severity that this is a proportionate means of achieving a legitimate aim. We must ensure the safety of properties, and this is in the interest of tenants, neighbours, and communities. Where access is not given currently, we may consider seeking possession of the property as this is a breach of tenancy. - Abandonment: The proposed variation to this condition will state that the tenant must inform us if they will be away from their property for more than a calendar month. The existing wording is vague, and only refers to an extended period of time. This change, therefore, only gives tenants useful clarity, rather than representing a significant change in practice. Additionally, where the tenant has not informed us of their planned absence, at one month we will begin a multi-stepped procedure to try and contact them and establish their situation. Multiple checks and attempts will be made to establish this contact before the abandonment procedure approaches a conclusion where we will consider the property abandoned and take steps to re-let it. We will, in these cases, consider factors which may mean tenants will be away from their properties for extended periods, such as if they

have caring responsibilities elsewhere. - Garden maintenance: Tenants are, already, expected to maintain their gardens in a reasonable state. The proposed changes give clarity on what this means and how they can comply with the condition, avoiding the existing vague language. This clarity, therefore, should have a positive impact on how tenants comply with their tenancy agreement. Likewise, it may have a positive impact on communities and neighbourhoods, where overgrown and unkept gardens cause issues. Where tenants have additional vulnerabilities that may make it more difficult for them to maintain their garden, we will work with them to coordinate support to allow this to happen, as is currently the case.

**Impacted characteristics:**

- Age
- Armed Forces
- Care Experienced
- Carers
- Cohesion
- Disability
- Health
- Gender Reassignment
- Partners
- Poverty & Financial Inclusion
- Pregnancy/Maternity
- Race
- Religion/Belief
- Sexual Orientation
- Sex
- Voluntary/Community & Faith Sectors

**Consultation and other engagement**

**Cumulative Impact**

**Does the proposal have a cumulative impact:**

Yes

Consultation with all tenants is required under S103 of the Housing Act. Every household will be contacted directly by post with a Preliminary Notice of Variation. This notice will explain the changes to the tenant, and request comment. Comms to tenants will support

awareness of the proposed changes, via GovDelivery service, tenant bulletines, and social media. The consultation runs until the 20th of March. Interim results show the vast majority of tenants are in agreement with each of the proposed changes, with a small percentage (circa 5% - 10%) in disagreement. A link to the survey is below:  
[haveyoursay.sheffield.gov.uk/variation-of-tenancy-conditions](https://haveyoursay.sheffield.gov.uk/variation-of-tenancy-conditions)

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**Impact areas:** Year on Year

## Initial Sign-Off

**Full impact assessment required:** Yes

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**Review Date:** 01/02/2024

## PART B - Full Impact Assessment

### Health

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** The proposed changes are predicated to have a positive impact on health. In particular, this relates to ensuring the Council complies with their health and safety duties in relation to things such as gas safety, fire or asbestos. Making properties safe is positive for health in properties and shared blocks.

**Name of Lead Health Officer:**

**Comprehensive Assessment Being Completed:** No  
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Public Health Lead signed off health impact(s):

## Age

Staff Impacted: No

Customers Impacted: Yes

**Description of Impact:** Along with the general overview, specific consideration has been given to the change to the garden maintenance condition in relation to age. These changes are not predicted to have a negative impact in this case due to the fact that, as noted, the responsibility to maintain gardens is already within the existing tenancy agreement. This proposed variation gives clarity to tenants on this pre-existing responsibility. All support that is currently available, will be available once this change has occurred.

## Armed Forces

Staff Impacted: No

Customers Impacted: Yes

**Description of Impact:** There is no obvious positive or negative impact based on membership of the Armed Forces. Consideration has been given to the altered abandonment condition, where tenants due to their involvement with the Armed Forces may be away from their home for over a month. This change is not predicted to have a negative impact, however, as tenants are only asked to inform the Council when they will be away for over one month. The abandonment procedure currently would still be followed where we believe a property has been abandoned, the change simply clarified the existing vague language of 'an extended period of time'. This should give tenants greater reassurance, where they are able to inform the council of an extended absence. As part of the abandonment procedure, as noted above, checks will be carried out to try and establish the tenant's whereabouts.



## Carers

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** Consideration has been given to how these changes may impact carers. In particular this relates to the abandonment proposed changes, and changes to garden maintenance where caring responsibilities make this harder to comply with. However, a negative impact is not predicted here. Garden maintenance responsibilities are already within the tenancy conditions, with the change providing additional clarity. Likewise with abandonment, where caring responsibilities may mean extended absences are more likely, tenants are only asked to notify the council if they will be away for more than one month, rather the vague existing condition. Checks around abandonment will still be carried out where this is suspected, and tenants are still free to spend extended periods away from the property.

## Care Experienced

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** The changes proposed do not alter the Council's duty owed to care leavers. In addition to the general points set out above, making our tenancy agreement less vague and therefore easier to comply with, may have a positive impact on tenants who are care experienced. Any further support for tenants who are care experienced that is already in place before these changes occur will remain so. Where tenants who are care experienced are having difficulty sustaining their tenancy, we will work with them to coordinate support, and where any enforcement action is being considered an individual EIA will be completed to assess the specifics of the case.

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** A positive impact is predicted on cohesion, in relation to a greater sense of security in the knowledge that the council is carrying out its gas access and other safety duties. Neighbours, and whole blocks, are put at risk where tenants do not allow access for safety checks. Therefore by ensuring that this does not prevent the council in carrying out its duty, this may encourage better neighbour relationships, by reducing the number of non-compliant properties.

## Disability

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** Along with the general overview, specific consideration has been given to the change to the garden maintenance condition in relation to disability. These changes are not predicted to have a negative impact in this case due to the fact that, as noted, the responsibility to maintain gardens is already within the existing tenancy agreement. This proposed variation gives clarity to tenants on this pre-existing responsibility. All support that is currently available, will be available once this change has occurred.

## Gender Reassignment

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** Particular consideration has been given in this area due to situations where tenants due to gender reassignment have additional privacy concerns. In particular in relation to forcing access for safety purposes giving officers access to the property. Officers should be respectful of this, and sensitive to individual

tenants who have had their gender reassigned. However, forced entry is a proportionate means of achieving a legitimate aim. The council must comply with its statutory duty with regards to gas and other safety aspects in order to safeguard tenants, buildings and communities. Where forced entry is considered, this will only either be in an emergency, or where a robust process with multiple attempts to contact a tenant to arrange for access have failed.

## Partners

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** A positive impact is predicted on partners. This relates to Fire services and Police services in relation to the council carrying out its public safety duties; this is both from a gas safety perspective, as well as by requesting identification from tenants, thereby ensuring that the correct tenant is living at the property. This may assist in preventing fraud or crime. Better safe-guarding for tenants may have a positive impact on internal stakeholders such as Care services, by ensuring officers are able to identify where instances of fraud or crime may be taking place.

## Poverty & Financial Inclusion

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** Due regard should be given where tenants are financially excluded or are experiencing poverty. These factors can mean disproportionate impacts are felt, in particular this may be relevant to recharging tenants for work done, as referenced in the proposed changes. Additionally, proposed changes to the repairs condition would now include reference to the tenant's responsibility to, where possible, keep properties adequately heated and ventilated. Tenants experiencing poverty may find this condition harder to comply with. However, the council must take steps to

ensure properties and gardens are maintained where this is a tenant's responsibility. In these cases, consideration should be given to poverty and financial inclusion. Specialist teams with the Income Management and Financial Inclusion service are able to refer tenants for additional support and advice, assist tenants in claiming all entitled benefits, and direct tenants to hardship funds and cost of living support.

## Pregnancy / Maternity

**Staff Impacted:**

No

**Customers Impacted:**

Yes

**Description of Impact:**

There is no obvious positive or negative impact based on pregnancy and maternity. Consideration has been given to the altered abandonment condition, where tenants, due to pregnancy/maternity, may be away from their home for over a month. This change is not predicted to have a negative impact; however, tenants are only asked to inform the Council when they will be away for over one month. The abandonment procedure currently would still be followed where we believe a property has been abandoned, the change simply clarified the existing vague language of 'an extended period of time'. This should give tenants greater reassurance, where they are able to inform the council of an extended absence. As part of the abandonment procedure, as noted above, checks will be carried out to try and establish the tenant's whereabouts.

## Race

**Staff Impacted:**

No

**Customers Impacted:**

Yes

**Description of Impact:**

Particular consideration has been given to the variation where ID will be requested on visits (Condition 27). While this will be applied to all tenants, not focused on any specific group or community, there may be groups or communities where this request may be more traumatic or stigmatising. We already ask tenants for

identification at sign up, and clearly explain to tenants the list of acceptable documentation. Further, when officers will make this request following the tenancy condition variation, the rationale for this should be clearly explained. The change will allow SCC to better safeguard tenants, neighbours, and communities by ensuring that the property is occupied by the correct tenant. Likewise, this will aid in the prevention of tenancy fraud. This is a proportionate means of achieving a legitimate aim.

## Religion / Belief

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** Particular consideration has been given in this area due to situations where tenants may use their property as a place of worship, in particular in relation to forcing access for safety purposes. Officers should be respectful of this, and sensitive to individual religious practices. However, forced entry is a proportionate means of achieving a legitimate aim. The council must comply with its statutory duty with regards to gas and other safety aspects in order to safeguard tenants, buildings and communities. Where forced entry is considered, this will only either be in an emergency, or where a robust process with multiple attempts to contact a tenant to arrange for access have failed.

## Sexual Orientation

**Staff Impacted:** No

**Customers Impacted:** Yes

**Description of Impact:** Particular consideration has been given in this area due to situations where tenants due to their sexual orientation have additional privacy concerns. In particular, in relation to forcing access for safety purposes giving officers access to the property. Officers should be respectful of this, and sensitive to individual sexual orientations. However, forced entry is a proportionate means of achieving a legitimate aim. The

council must comply with its statutory duty with regards to gas and other safety aspects in order to safeguard tenants, buildings and communities. Where forced entry is considered, this will only either be in an emergency, or where a robust process with multiple attempts to contact a tenant to arrange for access have failed.

## Voluntary / Community & Faith Sectors

**Staff Impacted:**

Yes

**Customers Impacted:**

No

**Description of Impact:**

There is not predicted to be a negative impact on the Voluntary, Community and Faith sectors. Consideration has been given to changes to garden maintenance potentially increasing the burden on this sector. However, as noted, this responsibility is pre-existing, and the change being designed to give clarity to tenants, and other groups. Where tenants may struggle to understand the changes that the council is proposing, there may be an additional request for support from Voluntary, Community and Faith sector, for example to be with a tenant when an officer is visiting, or to help understand communication. The council aims to be aware of extra needs where the Voluntary, Community and Faith sector may need to be involved and seeks to facilitate this and make communication accessible.

## Action Plan & Supporting Evidence

**Outline of action plan:**

To mitigate equalities concerns that could apply to any tenant with a vulnerability, the following steps will be taken: - A full consultation will be carried out, with every tenant contacted in writing and their comments asked for on the proposed changes. This will be done by mailing a Preliminary Notice of Variation to all tenants. This will set out the existing condition and the proposed change to ensure tenants are clear about these proposals. Tenants will be able to respond either online or in paper, and the notice will be made available in accessible formats (including translation) on request. - All the support that tenants currently receive to help them comply with their tenancy conditions will still be available after these changes are

made. For example, tenants can apply for hardships funds, and Neighbourhood Officers will help to sustain tenancies and provide signposting to access other support services. - Where the Council is considering enforcement action, individual EIAs are carried out to assess a tenant's circumstances in that case.

**Action plan evidence:**

-Officer working group formed to consider each aspect of the EIA based on experience. Equalities officers engaged to consider content of EIA.

**Changes made as a result of action plan:**

## Mitigation

**Significant risk after mitigation measures:** No

**Outline of impact and risks:**

## Review Date

**Review Date:** 01/02/2024

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