



# Housing Services

## You and your home



Conditions of tenancy

This leaflet tells you about your rights and responsibilities as a tenant of Sheffield City Council.

Your conditions of tenancy are listed on pages 5 to 12. The second half of the booklet sets out your rights as a secure tenant and tells you how to contact us if you have any comments or enquiries.

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## You and your home

This booklet explains the conditions of your tenancy with Sheffield City Council. Conditions 1 to 37 on pages 5 to 12, form the agreement between you and us.

And if you are a 'secure tenant' (most Sheffield City Council tenants are), you have other rights by law or under Council policies. These rights are outlined on pages 13 to 15. Other important information is given on pages 16 to 18.

These conditions came into force on 3rd April 1995.

On some estates a Tenant Management Organisation (TMO) may be responsible for some functions. You must let employees and agents of Sheffield City Council or your TMO enter your home in order to carry out housing management duties.

You can get copies of the booklet written in:

**Arabic, Farsi and Somali.**

The following list explains some of the words and phrases we use in this booklet:

### Shared parts

Shared parts means hallways, staircases, storage areas, drying and parking areas which are used by all tenants within a block of flats or maisonettes.

### Small blocks of Flats or Maisonettes

A building which is no more than three storeys high and which contains no more than 12 separate homes.

### Home

A house, flat, maisonette or bungalow but not any private garden.

### Property

A home and any private garden and outbuilding.

### Building

A home and any outbuilding but not any private garden. In the case of a flat or maisonette, the 'building' which the home is in.

### Household

Everybody living in your property, including lodgers



## We, us, your landlord

Sheffield City Council  
Town Hall  
Pinstone Street  
Sheffield  
S1 2HH

## You

The tenant of a property.

*If two or more people are joint tenants the word 'You' means each individual tenant and all tenants together.*

*That is, these conditions apply to all the joint tenants but each individual tenant has the right and responsibilities laid out in these conditions.*

## These Tenancy Conditions form an agreement between you and us.

If you break these conditions of tenancy you may lose your home.

## 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

These are the basic conditions of your tenancy. However, to avoid misunderstandings we need to give you some more detailed conditions.

# Conditions of your tenancy

## Repairs and Maintenance we are responsible for

1. We will repair and maintain the following:
    - a. the structure and outside of the building (roofs, outside walls, outside doors, window sills and frames, chimneys and chimney stacks, drains, gutters and outside pipes)
    - b. inside walls, skirting boards, doors, door frames, floors, ceilings and major replastering work
    - c. electric wiring, sockets and light fittings and gas and water pipes
    - d. heating equipment (such as fires, radiators and storage radiators) and water heating equipment (such as boilers and immersion heaters)
  2. We will be responsible for cutting down or trimming large trees within the property, but only if they are causing danger or damage to your property or a nearby property.
  3. We will decorate the outside and any shared parts of the building when necessary (this will be at least every five years).
- e. kitchen and bathroom fixtures (such as sinks, basins, baths, showers and toilets)
  - f. pathways and steps which are the main means of getting to your home
  - g. shared t.v. aerial
  - h. the glass in outside doors and windows
  - i. supporting or retaining walls and front walls and front metal railings to the property.



4. With your help and co-operation we will keep in good repair and look after the shared parts of the building.
5. When you ask for a repair, and we agree to do it, we will give you a receipt showing when we will carry out the work.
  - If the receipt says the repair is in Category Q, we will carry out the repair that day
  - If the receipt says the repair is in Category A, we will carry out the repair within 24 hours
  - If the receipt says the repair is in Category B, we will carry out the repair within 7 days
  - If the receipt says the repair is in Category C, we will carry out the repair within 4 weeks.
6. We will not be responsible for decorating the inside of your home.
7. We will not repair any damage caused by you,

members of your household or guests, deliberately, or through neglect or carelessness.

8. We will not repair any fixtures and fittings which you have added to your home unless we agreed, in writing, to maintain them before you put them in.

## Repairs and Maintenance you are responsible for

9. You are responsible for any repair not listed in conditions 1 to 4.
10. If you need a repair which we are responsible for you must tell us about this repair as soon as possible.
11. You must look after and maintain the property and carry out any repair you are responsible for. If you do not, we may maintain the property or carry out the repairs. We will charge you for this. If you have broken condition 23 of these conditions we may remove

any scrap from the property or do anything else which is necessary. Again we will charge you for this.

## Alterations

12. You must not alter or improve the property unless you have written permission from us. This includes:
  - putting up an extension
  - adding to or changing or replacing the fixtures and fittings provided by us
  - altering essential gas, electricity and water services
  - putting up a radio or television aerial or satellite dish
  - decorating the outside of your home

If we refuse to give you permission for any alteration we will always write to you and say why.

## Rent - Our responsibility

13. If we change the amount of your rent or any other charges for the property we will give you notice, in writing.

The notice will give details of the new amount, when it must be paid from, and why we have made the change.

Whenever we change the general levels of net rent for Council properties we will give you four weeks notice in writing.

## Your responsibilities

14. You must pay your rent and all other charges for the property (including any district heating charges) when they are due.

The rent and any other charges are due every Monday, except for two weeks in each financial year which we will tell you about beforehand.



15. You must not withhold the rent for any reason whatsoever. In particular you must not set off the cost of outstanding repairs which are our responsibility against your obligation to pay rent.

## Using the property

16. You must only use the home to live in as your only or principal home (but see condition 30).

17. You must not part with possession or sublet all of the property.

18. You may part with possession or sublet part of the property if you have written permission from us. If we refuse to give you permission we will write to you and say why.

19. You, your household and guests must respect the rights of other people and not do anything (either in or near the property or on the estate where the property is) which is illegal, immoral or would cause danger, a

nuisance or annoyance, including harassment of other people.

Harassment includes but is not limited to harassment because of a person's race, sex, sexuality, mental health, physical disability, learning disability, religion or because they have HIV/AIDS.

Harassment is an interference with the peace and comfort of any person in relation to the enjoyment of their property or facilities on the estate.

If you, your household or guests break this condition you must pay to us the cost of cleaning up, clearing or making good any damage.

20. You, members of your household or guests must not use violent, abusive or offensive behaviour to our employees, agents or contractors doing housing work.

21. This condition applies on or near the property or the estate on which it is situated or in any of our housing offices or elsewhere.

22. You must not store petrol, paraffin, liquid or bottled gas or other dangerous materials in the property.

In flats and maisonettes you must not use paraffin heaters or liquid or bottled gas heaters.

You must take all reasonable precautions to prevent a fire.

23. You must not keep any vehicle (including a caravan, boat or trailer) at the property, if the size or condition of the vehicle spoils the surrounding property or estate.

24. You must not use any garden or drive to your property to store, load or unload scrap metal, or to strip down vehicles or persistently repair them.

## Keeping animals

25. You must not keep any animal which we consider to be dangerous or which may cause a nuisance.

26. You must not keep a dog or a cat in a flat or maisonette which has shared parts or a shared entrance.

If you live in a small block of flats or maisonettes we will give you written permission to keep a dog or cat if all the tenants who use the same shared parts of the building have agreed to you keeping the dog or cat.

If we give our permission we may withdraw it if your pet causes nuisance or upset to any of your neighbours.

If we gave you written permission before 3rd April 1995 to keep a dog or cat in a block of flats containing more than 12 homes you can continue to keep that dog or cat.



27. You must not keep any pigeons or doves in or on any part of the property, unless before 3rd April 1995 we gave you written permission to do so.

## Gardens

28. You must keep any private garden or hedges to the property tidy.

## Car parking

29. You can only park a vehicle in your garden if there is a hardstanding. If you have to cross a pavement to get to your hardstanding, the kerb to that pavement must be adapted to allow vehicles to cross it.

You must get permission from us to build a hardstanding in your garden.

You must have written permission from us and the Highway Authority to adapt a pavement so a vehicle may cross it.

30. You must not regularly park a vehicle on communal areas, pavements or verges at the side of roads.

## Running a business from home

31. You can ask us for permission to run a business from your property.

We may give you permission if we are satisfied that the business will not cause a nuisance to neighbours and other people living in the area and you have any planning permission you need.

If we give permission we may withdraw it if your business causes a nuisance to any neighbours or other people living in the area.

## District heating schemes

32. You must not interfere with any part of a District Heating system (including any meters, pre-payment controllers or cards), whether the system is provided by us, Sheffield Heat & Power Limited, or anyone else.

33. If the supply of heat to your home is individually metered you must pay for all the heat which is supplied to your home.

34. If any supply of heating and hot water which you pay for as part of your rent goes off for more than a day, we will reduce the weekly charge by one seventh for each day, (or part of a day over 8 hours), during which the heating and hot water is off.

## Access to your property

35. 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 72 hours notice in writing if we need to enter your property and our employees, agents or contractors will show you a pass proving their identity before they may enter your property.

If it is convenient you may allow our employees, agents or contractors access to your property even if they have not given you notice.

36. If we decide that it is necessary because of an emergency which could cause personal injury or damage to Council or adjoining properties and you do not give us immediate access, we may take steps to enter your property using force if necessary without giving notice.

## Ending your tenancy

37. If you want to end your tenancy you must give us four weeks written notice. The four weeks notice must end on a Monday.

You must leave the property clean, safe, tidy and ready for the next tenant to move into.

38. You must hand all the keys into the Area Housing Office by the end of the four weeks notice.



39. You may have to remove fixtures and fittings which you have added to the property and replace them with the kind of fixtures and fittings we use.

You will not have to do this if we had agreed to maintain the fixtures and fittings which you put in.

If you have altered the property, even with our permission, we may ask you to restore the property to its original condition if the alterations make the property unsuitable for future tenants.

If you do not replace fittings or restore the property to its original condition when we have asked you to do so, we will do the work and charge you for it.

We may charge you if we have to remove rubbish or other items which you have left in the property.

We may also charge you for any damage to the property.

See pages 2 and 3 for definitions of words and phrases used in these Tenancy Conditions.

## Notices

You may give or send us any Notice about your tenancy (except for Notices about legal action against us) by addressing it to

**Sheffield Council Housing Service,  
PO Box 10589  
Nottingham  
NG6 6DN**

Send notices about legal action to **Director of Legal & Governance, Town Hall, Sheffield, S1 2HH**

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 or by leaving it with somebody for you at the dwelling.

## End of Conditions of your tenancy

# Your rights as a secure tenant

Most Sheffield City Council tenants are 'Secure Tenants'.

A secure tenant has a number of rights either by law or under our policies. These rights include the following:

## Right to repair schemes

Our Right to Repair scheme is explained in a leaflet called "Repairs & Maintenance".

This is also explained in a government leaflet called 'Your New Right to Repair'.

## Right to compensation for improvements

At the end of your tenancy you may get compensation for certain improvements you have made to your home.

The leaflet called "Tenants own improvements" explains the scheme.

You cannot get compensation if you are buying your home through the 'Right to Buy' or 'Rent to Mortgage' scheme or for any improvements costing less than £50.

## Right to take in lodgers

You can take in lodgers without getting the permission of Sheffield City Council as long as your home does not become overcrowded.

If you get Housing Benefit you must tell the Neighbourhood Team Officer and the Housing Benefits Service that you have taken in lodgers as this may affect the amount of benefit you can receive. (If you don't tell the Neighbourhood Team Officer and we find out later, your benefit may be reduced for the period you have had lodgers, and any benefit which has been overpaid may be recovered).



## Right to succeed

1. The following rules apply if you die and you did not take over the tenancy from a member of your family.
  - a. Your spouse or civil partner will have the right to succeed to the tenancy provided that they occupy the property as their only or principal home, or
  - b. Another member of your family can take over the tenancy if they lived in the property throughout the 12 months before your death and the property was their only or principal home.
  - c. If more than one person qualifies to take over the tenancy, your spouse or civil partner will be entitled to take it over.

If you have no spouse or civil partner living with you, everyone entitled to the tenancy must agree on who will take it on. If the people involved

cannot agree we will choose who to give the tenancy to.

2. People who are not entitled to take over your tenancy may, in certain circumstances, (which are set out in the Council's Lettings Policy) be given a new secure tenancy of your property.

## Right to inspect personal files

Under the law and Sheffield City Council policies you have the right to see certain information which Sheffield City Council has about your housing circumstances.

## Right for compensation for loss of income due to broken appointments

If any housing staff fail to keep an appointment they arranged with you, you may claim compensation for loss of income.

The appointment must have been made in writing and you must have lost wages in order to claim compensation.

## Right to be consulted

We will consult you before we make any change to any part of the tenancy conditions.

There are a number of ways of consulting tenants on issues affecting them. You can get more details in Sheffield's City Wide Tenant and Resident Participation Compact.

## Right to buy

If you have been a Council tenant for at least two years (or five years if you became a tenant after 18th January 2005) you will probably have a right to buy your home.

You can get more details from the Council's home ownership team.

## Right to exchange

You may make a 'Mutual Exchange' (that is swap

homes) with another Council or Housing Association tenant.

The landlords of each tenant involved in an exchange must agree to this in writing. An exchange will normally be allowed, although there are a few reasons why this might not be possible or where you might get 'conditional consent'. You can get more information from the Mutual Exchanges leaflet.

You must not swap homes until you have a letter from Sheffield City Council agreeing to the swap.

## Assignment

You may ask Sheffield City Council for permission to transfer your tenancy to a member of your family living with you.

## Leaflets and information

You can get copies of the leaflets mentioned above and information on housing services from any Neighbourhood Team Officer.





See page 19 for details of how to contact us.

## Reasons for us evicting you

1. Sheffield City Council can only evict you if we give you a “Notice Seeking Possession” and apply to the court to end your tenancy.

Sheffield City Council can evict you from your home if the court thinks this is reasonable for any of the following reasons:

- a. You have not paid the rent or not kept to these conditions.
- b. You or anybody living with you or visiting you has caused a nuisance or annoyance to other people, has been convicted for using the premises for illegal or immoral purposes, or convicted of a serious offence in or near the premises.

- c. If you have been living with someone as their partner and your partner has left because of violence or threats of violence from you, either to them or a member of the family, and it is unlikely they will return.
- d. You have damaged the property or common parts.
- e. You or anybody living with you has damaged any furniture provided by the Council.
- f. You got the tenancy because you or somebody else on your behalf made false statements.
- g. You refuse to leave a property which we let to you temporarily while work was being carried out at your own property.

You will usually have a chance to put things right before Sheffield City Council evicts you. We usually seek to evict you if you, your household or guests harass people (unless other legal action is more appropriate).

2. Sheffield City Council can evict you for the following reasons, if the court is satisfied that there is suitable alternative accommodation:
  - a. If your home is overcrowded as defined in the Housing Act 1985.
  - b. If your home is to be altered or demolished and this cannot be done while you’re still living there.

We will consult you if we want to evict you because of these reasons. We will also offer you alternative accommodation which meets your reasonable needs.

3. Sheffield City Council can evict you for the following reasons if the court is satisfied that it is reasonable and you could get suitable alternative accommodation:
  - a. The home was designed or adapted for a disabled person and there is no

- longer a disabled person living in the home but the home is required for a disabled person.
- b. The home is one to which special services are provided and there is no longer anyone living in the home who needs the special services and the home is required for someone who does.
- c. The home is much larger than you reasonably need and you have taken over the tenancy from another member of your family. (This reason is rarely used).

Sheffield City Council will consult you if we want to evict you because of these reasons.

Sheffield City Council will also offer you alternative accommodation which meets your reasonable needs.

If Sheffield City Council has to go to court you can challenge the reasons given by Sheffield



City Council to evict you and/or the suitability of the alternative accommodation offered by Sheffield City Council. You should get legal advice before you do this.

These reasons for ending tenancies are part of the Housing Act 1985.

## Abandonment and notice to quit

If you abandon your property Sheffield City Council will treat it as a surrender of your tenancy and we may re-enter the property and relet it.

You will be responsible for the rent until Sheffield City Council accepts the surrender.

If you do not use the property as your only or principal home Sheffield City Council may serve you with a Notice to Quit.

## Tell us what you think

Sheffield City Council hope to give you the best possible service with the money available.

If we don't meet the service standards, or if you are unhappy with the way we have treated you, or you are dissatisfied with a decision made by Sheffield City Council, you may use the complaints procedure.

Sheffield City Council welcomes and values comments, complaints and suggestions about services provided.

You can send us your comments by using any of the methods on page 19.

## Contact Housing Services



**Phone:** Call Centres 0114 293 0000  
0114 205 3333  
Repairs 0114 273 5555



**Online:**  
**Enquiries:** [www.sheffield.gov.uk/contacthousing](http://www.sheffield.gov.uk/contacthousing)  
**Website:** [www.sheffield.gov.uk/councilhousing](http://www.sheffield.gov.uk/councilhousing)

**Follow us:**   



**Write:** Sheffield Council Housing Services  
PO Box 10589  
Nottingham  
NG6 6DN



**Visit Us:** To find your local office please telephone us or alternatively you can visit our website

Some calls may be monitored by Sheffield City Council and its partners for quality and training purposes.



# Need help accessing our services?

A translation of this leaflet is automatically available in the languages below. It can also be made available in other languages on request.

Arabic

تتوفر نسخة مترجمة من هذه الكراسية باللغة العربية

Farsi

ترجمة ان برگچه در فارسی دستیاب است

Somali

Turjibaanka guub-yarahaan waxaa lagu heli karaa Soomaali

This document can be supplied in alternative formats, please contact 0114 293 0000

Sheffield City Council  
[www.sheffield.gov.uk/councilhousing](http://www.sheffield.gov.uk/councilhousing)



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