

HAVE YOUR SAY...



ON OUR PROPOSED NEW TENANCY CONDITIONS

We want to update our tenancy conditions to make sure they are relevant to today's customers and reflect the current and future needs of our service.

This leaflet lists the proposed new tenancy conditions, which could replace those currently in the 'You and Your Home' leaflet.

The proposed changes affect everybody who has a secure or furnished tenancy with Sheffield City Council.

You can find a summary of the main changes in the factsheet accompanying this leaflet.

We really want to know what you think. Do you like them? Do you understand them? Do you have any questions or concerns?

Send your feedback to us at planningthefuture@sheffield.gov.uk or call **0114 293 0000**.

You can find a copy of the You and Your Home leaflet on our website or ask at your local Neighbourhood Team Office.



Proposed New Tenancy Conditions

The tenancy conditions below are a **proposed** replacement to the current conditions which are contained in the leaflet You and Your Home. They will apply to all tenants who have a Secure or Furnished Council Tenancy.

A summary of the main changes is contained in the accompanying leaflet. If you would like a copy of '**You and Your Home**', you can download it from our website:

Go to **www.sheffield.gov.uk** and click on 'Council Housing' then 'Tenant Responsibilities'.

Alternatively you can ask for a copy from your local Neighbourhood Team Office.

We would like to know what you think about these new tenancy conditions.

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Do you like them?

Do you understand them?

Do you have any questions or concerns about them?

The accompanying leaflet tells you how you can give us your feedback.



PAYING YOUR RENT

- 1** 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. We may decide that rent/other charges are not due in one or more weeks in each financial year. We will tell you about these in advance.
- 2** You must pay your rent and all other charges by Direct Debit unless we agree that you can pay them using another payment method.
- 3** We will give you 4 weeks' notice in writing about any changes to your rent or other charges for the property.
- 4** We may move any credit balance from any account you have with us to pay off arrears on other accounts, including from former tenancies and other debts to the HRA.
- 5** If you owe rent arrears, you must pay an agreed amount towards the arrears each week including any rent free weeks.
- 6** You must not withhold the rent for any reason or set off the cost of outstanding repairs which are our responsibility against your obligation to pay rent.

REPAIRING YOUR HOME

- 7** We will repair the following:
 - a)** The structure and outside of the building, including shared parts, (roofs, outside walls, outside doors, windows, chimneys and chimney stacks, drains, gutters and outside pipes).
 - b)** Inside walls, skirting boards, doors, door frames, floors and ceilings.
 - c)** Electric wiring, sockets, light fittings and gas and water pipes.
 - d)** Heating equipment (such as fires, radiators and storage radiators) and water heating equipment (boilers and immersion heaters).
 - e)** Kitchen and bathroom fixtures (sinks, basins, baths, showers and toilets).
 - f)** Pathways and steps which are the main means of getting to your home.
 - g)** Shared television aerial or shared satellite dish.
 - h)** Supporting or retaining walls, and boundary walls and metal railings to the property.
 - i)** Trees in the boundary of your tenancy where they are causing a danger or damage to property.
 - j)** Decoration of the outside and any shared parts of the building.
 - k)** Furniture and fittings we have provided.
 - l)** Fixtures or fittings you have added to your home, only if we agreed in writing to maintain them before you put them in.

- 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.
- 9 You are responsible for the following:
 - a) Any repair not listed in condition 7.
 - b) Telling us about a repair we are responsible for as soon as possible.
 - c) Taking all reasonable steps to avoid damage.
 - d) Decorating the inside of your home.
 - 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**.

DISTRICT HEATING

- 13 You must not tamper with any part of a District Heating system (including any meters, pre-payment controllers or cards). If you do you will be charged for any repairs to reinstate the equipment.
- 14 If the property is individually metered you must pay for all the heat which is supplied to your home along with the weekly standing charges.
- 15 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 reimburse you.

NUISANCE AND ANTI-SOCIAL BEHAVIOUR

- 16 You, your household and visitors must not do anything which is illegal, dangerous or which would cause nuisance, annoyance, harassment, alarm or distress to other people. This condition applies within the boundary of and in the locality of your home.
- 17 You, your household and visitors must not cause nuisance or annoyance, harassment, alarm or distress towards any person employed in connection with the exercise of our housing management functions.

PETS AND ANIMALS

- 18 Unless you live in sheltered housing, you may keep domestic pets in your home subject to conditions 19-21 below.
- 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 cause damage to property.
- 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.

KEEPING YOU SAFE

- 22 You must take all reasonable precautions to prevent a fire.
- 23 You must not damage, interfere with or misuse any equipment provided for the safety and security of tenants and residents. If you do you will be **charged** for any repairs to reinstate the equipment.
- 24 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.
- 25 You must keep communal areas clear and free from obstruction at all times to ensure an easy escape in case of emergency.

USING YOUR HOME

- 26 You must not sublet any part of your home without first obtaining our **permission**.
- 27 You must use the property to live in as your only or principal home.
- 28 You must not part with possession or sublet the whole of the property.
- 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.
- 30 You must dispose of household rubbish including large items in a safe and appropriate way. We will **charge you** the costs of removing any rubbish which you dispose of incorrectly.
- 31 You must not run a business from your home without our **permission**.

GARDENS AND COMMUNAL AREAS

- 32 You must not block or impede access to any parts of the property you share with neighbouring properties (e.g. paths, driveways, gardens).
- 33 You must share the use of communal areas with other tenants. You must not cultivate, fence off or restrict access to any parts of the communal areas without our **permission**.
- 34 You must not build, construct or place any building or other structure in the communal areas.
- 35 You must not change the boundary of your property without our **permission**.
- 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**.
- 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**.

USING AND PARKING VEHICLES

- 40 You must not park any vehicle within the boundary of your home unless there is a proper drop-kerb and hard-standing, driveway or garage provided for that purpose.
- 41 You must obtain our **permission** to build a hard-standing in your garden.
- 42 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 area
- 43 You must not park a vehicle on communal areas except in a designated parking area or space.

ENDING YOUR TENANCY

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

ASKING FOR PERMISSION

- 47 Where a tenancy condition requires you to ask for our **permission**, this means:
 - a) You must ask for our permission and you must not proceed until we give you our permission.
 - b) We will confirm our answer in writing.
 - c) If we refuse permission we will explain why.
 - d) If we give permission we may attach additional conditions.
 - e) We may withdraw our permission at any time if you do not comply with the conditions we have made.
 - f) We will take action against you and/or charge you for any costs incurred if you do not comply with parts a-e above.

CHARGING YOU

- 48 Where we say **charge you**, we mean:
 - a) You must pay the cost of putting things right.
 - b) We will send you an invoice or ask for payment up front.
 - c) We will explain what we are charging you for and why.
 - d) We will give you reasonable opportunity to pay.
 - e) We will take action against you if you don't pay, including legal action if necessary.

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

Sheffield City Council
Housing and Neighbourhoods Service
www.sheffield.gov.uk



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