



Housing & Neighbourhoods Service

You and Your Home

Your tenancy conditions, what they mean
and your rights as a secure tenant

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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

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 your home.

Words and phrases used in this leaflet

Communal areas	Hallways, staircases, storage areas, drying and parking areas, and communal gardens and recreational areas used by all tenants within a block of flats or maisonettes
Home	A house, flat, maisonette or bungalow but not a private garden
Property	A home and any private garden and outbuilding
Building	A home and any outbuilding but not a private garden. In the case of a flat or maisonette, the 'building' which the home is in including hallways, staircases and storage areas
HRA	Housing Revenue Account - the account into which tenants' rent money is paid, and which is used by the Council to cover the cost of delivering the council housing service
Household	Everybody living in your home, including lodgers
Furniture	Furniture that we have provided. If you do not have a furnished tenancy, references to furniture in this leaflet do not apply to you
We, us, your landlord	Sheffield City Council
You	The tenant of a property. Where two or more people are joint tenants, the conditions apply to all tenants together as well as each individual tenant in the property

The Tenancy Conditions are contained in green boxes throughout the leaflet

Paying your Rent

Your Tenancy Conditions

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

What does this mean?

These conditions explain the rules on paying your rent, changing your rent and dealing with rent arrears. **You may be evicted if you do not pay your rent when it is due.** If you are evicted you may not be able to get another Council tenancy.

If you are having difficulties paying your rent we can offer advice and support to help you resolve these problems. It is important to contact us as soon as possible:

We can:

- Make an arrangement with you to pay off any rent arrears.
- Give you help and advice on any benefits you can claim.
- Give you help and advice on budgeting and about any debts you have.
- Refer you to specialist advice organisations.

Direct Debit is the easiest way to pay your rent. It's also the cheapest way to collect your rent, generating savings that can be spent elsewhere. Setting up a Direct Debit is simple and there are choices about when and how frequently you pay. If it is reasonable to do so, we can agree for you to pay your rent by another method. Contact us if you are unable to pay by Direct Debit or would like to discuss alternative payment methods.

At the start of each year, we will review your rent for the coming financial year (this runs from April to the following March) and we will notify you of any changes before April.

Repairing your home

Your Tenancy Conditions:

7. We will repair the following:

- 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)
 - 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 we have provided
 - 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
 - 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 repairs 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**

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.

District Heating

Your Tenancy Conditions:

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

What does this mean?

These conditions only apply if you have a district heating system in your home. This means heating which we supply and you pay us for. District Heating charges are made via 1) a separate charge for the supply of heating and hot water you consume and 2) a weekly standing charge (collected along with rent). See conditions 1-6 for further information about paying your rent and other charges.

We may occasionally need to access your property to inspect, upgrade and check the equipment is working effectively - see condition 29 on page 14 for further information about allowing access.

These conditions are necessary to ensure everyone is charged fairly and proportionally for the heating and hot water they use. We will take action against anyone who has tampered with equipment and we will recharge all costs for reinstatement of the equipment and any other associated costs. We may also need to change how we charge you in the future.

If the supply of heating and hot water is off for more than 24 hours, we will give you a proportionate refund of the fixed weekly charges you pay for along with your rent.

Nuisance and Anti-Social Behaviour

Your Tenancy Conditions:

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 property
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

What does this mean?

You are expected to be considerate and respectful towards your neighbours, your community and to our staff. You are also responsible for the behaviour of people who live with or visit you (this includes your partner, children, friends and family).

You must not commit criminal offences in or around your home.

Examples of behaviour which would breach this condition:

- Excessive noise
- Verbal abuse, threatening or violent behaviour
- Harassment/hate crime
- Drug use, supply or cultivation
- Storing stolen property in your home.

If you breach these conditions you could face legal action including eviction. You should contact us if you are experiencing problems with your neighbours or suffering anti-social behaviour in your area. If you are the victim of or witness to a crime you should report this to the Police on 101 (or 999 in an emergency). You can also provide information to Crimestoppers online or by ringing 0800 555111.

Absolute ground for possession

We can evict you with the court's permission if anti-social behaviour or criminality has been proved by another court, for example by a conviction, breach of injunction, or closure order. We must give you notice that we intend to apply to court and you will have the right to request a review of our decision. The court does not have to be satisfied that it is reasonable, only that the conviction or other court order is proved.

Pets and animals

Your Tenancy Conditions:

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

In addition you must comply with any laws relating to keeping animals. For example 'chipping' your dogs and not keeping any banned breeds.

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.

Keeping you safe

Your Tenancy Conditions

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

What does this mean?

These conditions are about ensuring you are safe in your home. There are additional specific conditions which apply if you live in a flat or maisonette.

Examples of things you can do to prevent fires are:

- Not using chip pans
- Not overloading electrical sockets
- Not placing clothes or other items over electrical or gas fires
- Not smoking in bed
- Ensuring electrical appliances are in good working order
- Disposing of waste properly and not allowing accumulations of rubbish or other items, especially near potential sources of ignition such as heaters.
- Reporting any concerns about anything that is unsafe or needs repairing to us straight away (for example a hole in a wall or ceiling which could allow smoke or flames to travel between properties).

In addition you must not leave items in any area which may obstruct escape in the event of an emergency.

Breaches of these conditions are taken seriously and you could face legal action if you do not comply.

Using your home

Your Tenancy Conditions:

26. You must not sublet any part of your property without first obtaining our **permission**
27. You must use the property to live in as your only and principal home
28. You must not part with possession or sublet the whole of the property

What does this mean?

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.

Subletting the entire property is regarded as tenancy fraud, which could result in a criminal prosecution, loss of your home and exclusion from the council re-housing register. We take tenancy fraud very seriously. If somebody lives in a council property that they aren't entitled to, it means that other people have to wait longer for a home they need. If you suspect someone is committing tenancy fraud, please contact us on 0114 273 4567 (you can do this anonymously if you want).

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.

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

What does this mean?

This condition explains that you must allow us access to the property when we need to carry out our duties. 'Reasonable notice' will depend on the reason we need access. In some cases we may need to visit without an appointment.

Your Tenancy Conditions:

30. You must dispose of household rubbish including large items in a safe and appropriate way. We will **charge you** the cost of removing any rubbish which you dispose of incorrectly

What does this mean?

You can help us improve cleanliness and safety by disposing of rubbish correctly. Properties have either a black bin or communal bins for general waste and separate provision for recycling. It is important that you use your bins and dispose of household waste and large household items correctly.

Your Tenancy Conditions:

31. You must not run a business from your home without our **permission**

What does this mean?

You can run a business from your property if you have obtained our permission. We will not grant permission for any business which

may cause a danger or nuisance to other residents or damage to property.

If you have our permission to run a business you must also ensure you comply with any other laws or regulations relating to that business.

Some examples of businesses we will **not** allow you to run from your home include:

- A shop or wholesale business where customers would need to visit your property
- An animal breeding business
- A haulage or lorry business
- A vehicle maintenance business

Gardens & Communal Areas

Your Tenancy Conditions:

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 structure in the communal areas
35. You must not change the boundary of your property without our **permission**

What does this mean?

It is important that you co-operate with the Council and your neighbours to keep any communal and shared areas clean, tidy and clear of any obstruction. You must not put up any fence, gate or anything else which may obstruct a neighbour from gaining access to the communal area and/or to their property.

You cannot change your garden boundary, for example, by shortening the garden or 'taking over' parts of your neighbour's garden.

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**
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

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.

Using and parking vehicles

Your Tenancy Conditions:

40. You must not park any vehicle within the boundary of your property 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

What does this mean?

These conditions explain the rules on keeping vehicles at the property.

In addition to the tenancy conditions you must comply with any laws or regulations relating to keeping and parking vehicles. For example you must get permission to install a dropped kerb if you want to build a hard standing at the property.

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
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

What does this mean?

These conditions explain what you need do if you want to end your tenancy.

You can complete a tenancy termination form at your local neighbourhood office.

You must pay your rent until the end of the notice period. We will visit you during the notice period to make sure there is no damage to the property and talk about any other tenancy issues. We will ask you to put right any damage before you move out. If you have a furnished tenancy we may also want to check the condition of furniture belonging to us.

When you leave you must take all your belongings with you and make sure the property and garden are tidy and free of rubbish. We will charge you if there is any damage to the property, or if you leave any rubbish in the property or garden.

Vacant Possession means that the property should be empty (apart from any furniture or other items which belong to us) with nobody living there and you must return the keys to us on (or before) the quit date, which is a Monday. If you don't we will charge another week's rent.

Asking for permission

Your Tenancy Conditions:

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

We will take action against you and/or **charge you** for any costs incurred if you do not comply with parts a-e above.

What does this mean?

This condition links to conditions 12, 26, 31, 33, 35, 37, 39 and 41. Condition 47 must be complied with alongside those conditions.

Charging you

Your Tenancy Conditions:

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

What does this mean?

This condition links to conditions 9, 10, 13, 23, 30, 45 and 46. Condition 48 must be complied with alongside those conditions.

Your rights as a secure tenant

Right to repair

If you have ordered a repair from us and it hasn't been completed on time, you can get the work carried out yourself if it costs less than £250 and you use a contractor on our approved contractor list. You can then claim the money back from us. This only applies to certain types of 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. There is more information about this - including the claims form - on our website.

Right to succeed

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.

Right to take in lodgers

You can take in lodgers without our permission as long as your home does not become overcrowded. You can sublet part of your home, but not the whole of it, with our written permission.

Right to inspect personal files

Under the law and our own policies, you have the right to see certain information that we hold about you.

Right to compensation for lost income due to broken appointments

If our 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 to claim compensation.

Right to be consulted

We will consult you before we make any change to any part of the tenancy conditions or any changes to matters of housing management, practice or policy which may affect you.

Right to buy

If you have been a council tenant for at least three years, you will probably have a right to buy your home. Find out more from the Council's Home Ownership Team on 0114 273 5595 (or see the website for details).

Right to exchange

You can make a Mutual Exchange (swap homes) with another Council or Housing Association tenant. You must not swap homes until you have a letter from us agreeing to the swap (or see the website for details).

Assignment

You may ask us for permission to transfer your tenancy to a family member living with you in certain circumstances.

Reasons for us evicting you

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 breach 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 or threats 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.

Abandonment and notice to quit

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.

Other useful information

There's lots more useful information for tenants, including online forms, on our website at **www.sheffield.gov.uk/councilhousing**:

- Allocations Policy
- Altering your property
- Anti-social behaviour
- Asbestos
- Benefit changes
- Central heating
- Contact council housing
- Damp and condensation
- Decoration grants
- Energy Performance Certificates
- Fire safety
- Home Contents Insurance
- How we calculate your rent
- Keeping mobility scooters in flats and maisonettes
- Leaseholder rights and responsibilities
- Leaving your council home
- Housing Ombudsman Complaints Form
- Money and debt advice
- Mutual Exchanges
- Paying your rent
- Repairs and maintenance
- Right to Buy
- Rubbish disposal
- Safety in your home
- Tenants' own improvements
- Your right to appeal against the valuation of your home

Contact Housing Services



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



Online: www.sheffield.gov.uk/councilhousing

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