

Tenancy Agreement



for Council Tenancies
in South Tyneside



South Tyneside Council

Proof copy

Introduction

Housing Matters. Our aim is to provide good quality housing and an excellent housing services, so we can deliver a better future for South Tyneside.

Housing really does matter to people in the borough and is at the heart of South Tyneside. You are important to us and this tenancy agreement helps us ensure our neighbourhoods are safe and peaceful. We want to work with you to achieve this aim. We will help you solve problems and we will take action if this fails. We will also give you help and advice if you are the victim of anti-social behaviour.

To help us provide an excellent overall service we deliver many other services to keep your neighbourhood safe and healthy. We often do this in partnership with other organisations and contractors. Please can you co-operate with them to help maintain your neighbourhoods. You can access many of our services at www.southtyneside.info

The tenants handbook, which is not part of this agreement, explains how to access the range of services we provide to help you to manage and maintain your tenancy.

If you would like any more information about our role in delivering housing services, please call the Customer Standards team on 0191 424 7964 or email customerstandards@southtyneside.gov.uk

Thank you for accepting a tenancy with South Tyneside Council.

Contents

Section One – Tenancy agreement	5
Explanation of the tenancy agreement	
Section Two – Introductory tenants	6
Specific section for introductory tenants	
Section Three – Your rights	7
Rights of tenants	
Section Four – Our responsibilities	8
General responsibilities of the Council	
Section Five – Rent and other payments	9
Your responsibilities for paying your rent and other payments	
Section Six – Repairs and maintenance	10
Your responsibilities for repairing and Maintaining your home	
Section Seven – Living in your home	11
Your responsibilities for hygiene, gardens pets, vehicles etc	
Section Eight – Living in your community	13
Your responsibilities for complying with anti-social behaviour and harassment issues	
Section Nine – Moving house	14
Your responsibilities when you move house	
Section Ten – Enforcement	15
What will happen if you do not comply with the agreement	
Section Eleven – Service of Notices	16
Official addresses for the Service of Notices and written permission	
Section Eleven – Definitions / Glossary	17
Signature section	18

Section 1

Tenancy Agreement

1.1 This is a tenancy agreement between South Tyneside Council 'the landlord' and you 'the tenant(s)'. This is the tenancy of:

1.2 This tenancy agreement is the document you sign when you become a tenant of South Tyneside Council. It is a legally binding contract between you and the Council and records information such as your name, the date you become our tenant and the initial rent.

1.3 It describes your rights and responsibilities as a tenant and the rights and responsibilities of the Council as your landlord. You must read this agreement in full before you sign.

1.4 If you sign this agreement you will become either an introductory or secure tenant of the Council and you must comply with the conditions of the tenancy. An introductory tenancy usually lasts for 12 months, after which you will normally become a secure tenant. A secure tenancy is usually given to those people who have already been a tenant for over 12 months. Your estate officer will tell you which type of tenancy you have been offered, and this will be indicated on the page you sign.

1.5 If this is a joint tenancy each joint tenant must comply with the obligations under this agreement and is responsible for the acts and conduct of all other joint tenants.

1.6 You can keep your home for as long as you want unless there is a legal reason why we can take it back. The Council can only take back your home with the approval of the court.

1.7 If the Council wants to make any changes to your tenancy agreement (other than increasing the rent or other payments) the Council will consult with you. You will be given four weeks written notice of any changes the Council makes.

1.8 If the Council takes enforcement action against you due to anti-social behaviour, non-payment of rent or any other reason, this could lead not only to the loss of your home but may also exclude you from obtaining accommodation from the Council in the future, even if you become homeless.

1.9 If you break any condition in this agreement the Council may take legal action against you, for example by obtaining a possession order, anti-social behaviour order, injunction, demotion order or an order suspending your right to buy.

1.10 You will pay any costs incurred by the Council if we take you to court for breaching this agreement.

Introductory Tenants

2.1 The Council operates an Introductory Tenancy Scheme. In almost all cases new tenants will be introductory tenants. As an introductory tenant you must comply with all obligations in this agreement. However, introductory tenants have fewer rights than secure tenants. This section explains the rights that do not apply to introductory tenants.

2.2 An introductory tenancy usually lasts for 12 months but the Council can extend it for a further six months if you have not complied with this agreement. An introductory tenancy will automatically become a secure tenancy after 12 months, unless it has been extended or court proceedings for possession of your home have been started.

2.3 If you do not comply with this agreement the Council can take back your home more easily than a secure tenant's home.

2.4 As an introductory tenant you are not allowed to:

- Apply for the right to buy your home
- Take in lodgers
- Sub-let all or part of your home
- Exchange your home with another tenant
- Claim compensation for improvements

2.5 In certain circumstances the Council may allow you to take in lodgers, but you must first get our written permission.

Proof Copy

Section 3

Your Rights

3.1 You have the right to live in your home without interruption or interference from the Council, as long as you comply with the terms of this tenancy and have respect for the rights of others.

3.2 If you are a secure tenant:

- You may have the right to buy your home
- You have the right to exchange your home with another secure tenant, or certain assured tenants. You must get our written permission before you exchange
- You are entitled to take in lodgers and you are entitled to sub-let part (but not all) of your home. You must get our written permission before doing so

3.3 If you die your husband, wife, partner or another member of your family may be entitled to the tenancy.

3.4 If you have, with our permission, made any improvements to your home you may be entitled to compensation when you move out.

3.5 You have a right to information from the Council about the terms of this tenancy, the Councils' services, obligations and policies.

3.6 This agreement does not give any rights or remedies to any person except the Council and you, or any person who becomes the landlord or tenant.

3.7 You have the right to see any of the details you have given to us in connection with your tenancy. We may charge you if you want a copy of these details.

3.8 You have the right to have certain repairs completed on time. If they are not completed on time you can ask us to appoint a different contractor to carry out the repair. If the second contractor fails to complete the repair on time you may be entitled to compensation.

Our Responsibilities

4.1 The Council will consult with you about matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

4.2 Your Neighbourhood Office is your first point of contact if you have any problem with your tenancy. If it is not resolved the Council has a formal complaints procedure. If you feel that the Council has broken this agreement, or not performed any obligation in it, you may complain to the Council in writing. If the Council fails to deal with the complaint you can obtain advice and information from a Citizens Advice Bureau, Law Centre or from a Solicitor. You can also complain to the Local Government Ombudsman.

4.3 The Council will give you at least four weeks written notice before making any changes to the rent or other payments.

4.4 The Council will insure the structure of your home.

4.5 The Council will repair the structure and exterior of your home and the building of which your home may form part. This includes:

- Drains, gutters and external pipes
- The roof, outside walls, outside doors, windowsills, window catches, sash cords and window frames (including necessary external painting and decorating)

- Internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards
- Chimneys, chimney stacks and flues (not including sweeping)
- Main entrance path
- Plasterwork
- Integral garages and stores

4.6 The Council will repair and keep in proper working order any installations within your home for space heating, water heating and sanitation and for the supply of water, gas and electricity. This includes:

- Basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity)
- Electric wiring including sockets, switches and light fittings (excluding bulbs)
- gas pipes, water pipes, water heaters, fitted fires and central heating installations

If you apply to buy your home the Council will continue to do these repairs until you have bought your home, but will not carry out any improvements.

4.7 The Council will maintain and repair any shared areas around your home.

Section 5

Rent and Other Payments

Your responsibilities

- 5.1 Your rent and other payments are due on Monday of each week and you must pay them on time. If you do not do so you may lose your home.
- 5.2 Other payments which may be included in the rent and are due at the same time as your rent payment, such as: water rates, sewerage charges, warden call services, service charges, heating charges, tenant home insurance charges, home appliance charges, garage rent. These payments are detailed on your rent card.
- 5.3 If this is a joint tenancy each tenant is responsible for paying the whole of the rent and any other payments due.
- 5.4 If at any time you owe the Council any money then the Council may deduct this from any money the Council owes you.
- 5.5 If you receive Housing Benefit you must tell the Council immediately of any change of circumstances which may affect your entitlement to it.
- 5.6 When your tenancy ends you must immediately pay any rent, other payments or costs which you owe to the Council.
- 5.7 You must contact your Neighbourhood Office immediately if you have any difficulties in paying your rent or any other payments.

Repairs and Maintenance

Your responsibilities

- 6.1 You must take proper care of your home and report any faults or damage to the Council immediately. If arrangements have been made for the Council to come to your home to carry out a repair you must keep the appointment.
- 6.2 You must not carry out alterations or additions either inside or outside your home without first obtaining our written permission. Among other things this includes: conservatories, garages, out-buildings, sheds greenhouses, garden ponds, walls, fences, satellite dishes, surveillance equipment, aerials, driveways or car hard standing. We will not unreasonably refuse permission, but we may impose conditions. If we refuse we will write to you and tell you why. Any improvement carried out becomes the Council's property and must not be removed.
- 6.3 You are responsible for obtaining any necessary planning permission or building regulations approval before starting any work.
- 6.4 You must give the Council reasonable access to your home to carry out any repairs, improvements, servicing or inspections. The Council will take legal action if you unreasonably refuse to allow access into your home for these purposes.
- 6.5 The Council will give you 24 hours notice if it needs to inspect your home unless there is an emergency in which case immediate access will be needed. In the case of an emergency, the Council may force entry to your home but only to prevent damage to property or risk of injury to any person.
- 6.6 You must give the Council access to your home to carry out an annual gas service.
- 6.7 If the Council intends to repair, improve or develop your home you may, if necessary, moved to alternative accommodation either temporarily or permanently. The Council will offer alternative accommodation. You will be consulted about any proposal which will involve your having to move to another home.
- 6.8 You are responsible for decorating the inside of your home, and keeping it decorated at all times.
- 6.9 You must not decorate the outside of your property without first obtaining our written permission.
- 6.10 You must obtain our written permission before you carry out any gas or electrical work at your home. Any gas or electrical work must be carried out by a qualified and competent contractor and inspected by the Council.
- 6.11 You are responsible for plumbing in washing machines and dishwashers. You must repair any damage caused to the Councils pipework.
- 6.12 The Council will charge you for repairing any damage caused to the property by either you, anyone living with you, or visiting your home.
- 6.13 You are responsible for the cost of any repairs required following lawful entry by the police to detect or prevent crime.

Section 7

Living in Your Home

Your responsibilities

General

- 7.1 You must use this home as your main home.
- 7.2 If you intend to leave your home for more than 28 days you must inform your estate officer and ensure your rent will be paid while you are away.
- 7.3 You must ensure your home will be looked after and secure while you are away and you must provide you estate officer with contact details of someone in the local area who can deal with any emergency on your behalf.
- 7.4 You must not run a business or trade from your home, garage or garden without first obtaining our written permission.
- 7.5 The Council is not responsible for the contents of your home. You are advised to take out insurance for your home contents.
- 7.6 Any furniture, appliances, carpets or curtains provided by the Council are part of your home. You must keep these in good condition. If you do not the Council will charge you for any repairs or replacement.

Decoration and Hygiene

- 7.7 You must keep the property in a good state of internal decoration and cleanliness and keep outbuildings and passageways in a clean and tidy condition.
- 7.8 You must dispose of your rubbish properly in line with the Council's requirements. This includes any bulky or unusual items.
- 7.9 You must put your wheelie bin and recycling containers out only on the day of collection and you return them to their proper storage places as soon as possible after the rubbish has been collected.
- 7.10 You must report the presence in your home of rats, cockroaches or other vermin or pests to the Council.

Gardens

- 7.11 You must keep your garden tidy and free from rubbish and debris otherwise we may clear it and charge you for this.
- 7.12 You must keep any grass or lawns cut and in good condition. Hedges must be clipped and kept to a maximum height of 1.8m (six feet) at the back of your home and 1.2m (four feet) at the front.
- 7.13 You must obtain the Council's written permission before you put up or take down any fence or wall. Any fence or wall erected is the Council's property and must not be removed.
- 7.14 You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.

Shared Areas

- 7.15 You must keep any shared areas free from obstruction. You must co-operate with the Council in keeping any shared areas clean and tidy.
- 7.16 You must co-operate fully with any measures taken by the Council to protect the security of your home and you must keep all shared doors closed.

Pets

- 7.17 You may keep domestic pets, such as dogs, cats, caged birds, fish or small mammals in your home if they are well cared for and kept under proper control. You must obtain the written permission of the Council before keeping any other animal.
- 7.18 If your home has a shared entrance you must not keep cats or dogs (except for a registered guide dog or registered hearing dog).
- 7.19 Your pets must not cause a nuisance or annoyance to anyone in the local area including any employee of the Council.
- 7.20 You must ensure your pet does not foul shared areas, or neighbours gardens. You must remove any fouling from your garden and dispose of it properly.

Vehicles and access

- 7.21 You can only park a vehicle within the boundaries of your home if there is a garage, driveway or car hard standing, and there is an appropriate dropped kerb entrance.
- 7.22 You must obtain our written permission before building a garage, car hard standing or driveway.

7.23 You must not repair, maintain or work on any vehicle, other than your own vehicle or your families vehicle, within the boundaries of your home, on the highway or in any other public or shared area. You must not allow anyone visiting your home to do so.

7.24 You must ensure that neither you, anyone living with you, or anyone visiting your home obstructs access to any other property by parking inconsiderately.

7.25 You must not park a vehicle, such as a bike or motorbike, in any shared area inside a building.

7.26 You must not park or drive a vehicle on any open plan area, footpath or grass verge.

7.27 The rear of some of our homes can only be accessed through the neighbouring garden. If this applies to the home next door to your home you must, for essential purposes only, allow access to the Council and your immediate neighbour over any footpath which runs through your garden and leads to your neighbours home. You must not obstruct any footpath.

Services

7.28 You, anyone living with you or visiting you must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any warden call equipment that the Council has installed in your home. The Council will charge you for any damage caused.

Combustible materials

7.29 You must not keep gas storage bottles or store any dangerous, inflammable or explosive materials either inside or outside your home.

Section 8

Living in Your Community

Your responsibilities

8.1 You are responsible for the behaviour of everyone (including children) living in or visiting your home. You are responsible for them in your home, in shared areas and in the locality of your home.

8.2 You must not harass or discriminate against any person (including any Council employee) because of their race, nationality, sexuality, gender, religion or belief, age or disability. Nor must you encourage or allow any person to do so. Examples of harassment or discrimination include:

- Violence or threats of violence, including domestic or racial violence
- Abusive or insulting words or behaviour
- Anything that is likely to interfere with the peace and comfort of others
- Writing graffiti especially if it is abusive, insulting or threatening
- Damage or threats of damage to your home or to any other person's home or belongings

8.3 You must not threaten violence or be violent toward anyone living in or visiting your home.

8.4 You must not cause a disturbance that would be a nuisance or annoyance to others. For example by:

- Failing to control the behaviour of anyone (including children) living in or visiting your home
- Shouting or persistent arguing
- Use of alcohol or drugs
- Loud music or any other loud noise
- Banging or slamming doors

- Trespassing
- Repairing vehicles
- Rubbish dumping, fly tipping or lighting fires
- Allowing rubbish to accumulate in or around your home
- Barking dogs
- Throwing things out of windows or off balconies
- Playing ball games
- Skateboarding, rollerblading or cycling
- Driving or riding vehicles
- Prostitution

8.5 You must not damage or threaten to damage property. For example by engaging in:

- Arson or attempted arson
- Interference with security and safety equipment
- Damaging shared areas or facilities
- Breaking windows or doors
- Writing graffiti
- Placing excrement, rubbish, paint or any other offensive substances on any part of a house or building

8.6 You must not use or allow your home to be used for illegal or immoral acts. In particular you must not use your home in connection with:

- Possession, use, supply of or dealing in illegal drugs or substances
- Unlicensed firearms or illegal weapons
- Handling or storing stolen or counterfeit goods

Moving House

Your responsibilities

- 9.1 If you want to end your tenancy you must give us at least four weeks written notice. Your tenancy must end on a Monday.
- 9.2 You must return your house keys to your Neighbourhood Housing office on, or before, the day you leave. If you do not give the Council proper notice you will continue to be responsible for the rent and other payments.
- 9.3 When your tenancy has ended you will remain responsible for any unpaid rent and any other payments.
- 9.4 You must leave your home in as good as condition it was when you moved in. You must make good any damage to your home before you move. If you do not do so, you will be responsible for any costs the Council incurs in repairing the damage.
- 9.5 You must remove all of your possessions, animals and rubbish. If you do not do so, the Council will charge you for any costs incurred including removal and storage costs including the cost of looking after any animal you leave in your home.
- 9.6 You must not allow any person to remain living in your home when your tenancy ends.
- 9.7 A joint tenancy will end when any of the joint tenants gives the Council four weeks written notice.
- 9.8 At the end of this tenancy the Council will carry out an inspection of your home to make sure you have kept to this agreement.

Section 10

Enforcement

- 10.1 This part of the agreement explains how the Council will deal with tenants who do not keep to this agreement.
- 10.2 As part of its aims to provide an excellent housing service with safe neighbourhoods, the Council strives to ensure the peace and safety of its tenants and their neighbours. It is vital that you keep to this agreement and help the Council to achieve these aims.
- 10.3 The Council can enforce the terms of this agreement through the courts if you do not comply with your tenancy agreement.
- 10.4 The Council will not tolerate anti-social behaviour or racial harassment from tenants, their families or their visitors. If you act in an anti-social way the Council will fully investigate any complaints. This may result in the Council taking you to court.
- 10.5 If you behave in an anti-social way an anti-social behaviour order or injunction could be made against you, your children, or anyone else living with you.
- 10.6 The Council can also apply to the court to have your tenancy changed from a secure to a demoted tenancy, and you will then lose the right to buy your home.
- 10.7 You could also be evicted for behaving antisocially and not keeping to this agreement.
- 10.8 If you do not pay your rent, the Council will take you to court to make you do so. If you still do not pay your rent, you may be evicted.
- 10.9 There are other reasons why you may be evicted. These include using your home for illegal or immoral purposes, and getting your tenancy by giving false or incorrect information.

Service of Notices and Written Permissions

Service of Notices

11.1 Any Notice, including Notice to Quit, can be served on you by leaving it at your home or by sending it by post.

11.2 The address for service of any Notice of legal proceedings on the Council is:

Head of Corporate Governance, South Tyneside Council Town Hall and Civic Offices, Westoe Road, South Shields Tyne and Wear, NE33 2RL.

11.3 Any other Notice must be sent to the Council's managing agent:

Executive Director, South Tyneside Homes, Strathmore, 11 Rolling Mill Road, Viking Business Park, Jarrow, Tyne and Wear NE32 3DP

Or any other address that the Council may notify to you.

Written Permission

11.4 You need the Council's written permission to comply with some conditions in this agreement. Requests for the Council's written permission should be made in writing to any Neighbourhood Office. Please refer to your Tenants Handbook for addresses.

Section 12

Definitions

Animal – includes bird, insect, reptile, spider, fish or mammal.

Anti-social behaviour – an act, or failure to do something which causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone.

Council, we, us, our – everyone working on behalf of the Council including employees, contractors and partners.

Demotion of tenancy – demotion of a secure tenancy following a Court Order as a result of anti-social behaviour – similar to an introductory tenancy – with loss of rights including Right to Buy and Right to Exchange.

Exchange – to swap the tenancy with another person.

Fixtures and fittings – for example kitchen units and appliances, sanitary ware, plumbing and shower and heating systems, electrical circuits, sockets, switches, lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, aerials, sheds, conservatories and garages.

Garden – lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.

Home or property – the property let to you under this agreement, including any garden, but not including shared areas.

Improvement – some alteration or addition to the property.

Landlord – South Tyneside Council.

Lodger – a person who pays you money to let them live in the property with you.

Neighbour – includes everyone living in the local area, including other tenants, people who own their own homes and local businesses.

Partner – husband, wife, partners who live as husband and wife, or partners in a same sex relationship.

Relative – parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child.

Rent – payment made by a tenant for occupation of the property.

Shared areas – the parts of the building which all tenants or any other person can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sublet – giving another person the exclusive right to live in part of the property.

Vehicle – this includes, for example, car, motorbike, bike, moped, boat, caravan, van, trailer, road vehicle, minibike.

Visitor – people not living with you but who come to see you at your home.

Written permission – a letter from us giving you the permission to do something.

You – the tenant, and in the case of joint tenants, any one or all of the joint tenants.

This is a Tenancy Agreement between South Tyneside Council, 'the landlord', and you, 'the Tenant(s)'.

Full name of tenant(s): (Referred to as 'you' in the rest of this agreement. In the case of joint tenants 'you' means each joint tenant named below. Each of you individually has the full responsibilities and rights set out in this agreement)	This is the tenancy of: (Referred to as 'your home' or 'the property' in the rest of this agreement)
1.	
2.	
3.	
4.	

This tenancy is weekly and will start on: dd/mm/yyyy
This is an introductory tenancy: <input type="checkbox"/>
If you are introductory tenant your agreement will become secure on dd/mm/yyyy providing you have complied with all the conditions of this agreement and there are no outstanding court proceedings against you.
This is a secure tenancy: <input type="checkbox"/>

Your weekly payment is made up of the following charges, it is payable over 48 weeks:			
Rent	£	Heating charges	£
Water rates	£	Tenant home insurance charges	£
Sewerage charges	£	Home appliance charges	£
Warden call services	£	Other	£
Garage rent	£	Other	£
Service charges	£	Total	£

We have given you the following keys for your home:			
	Quantity and type		Quantity and type
Front door		Window lock	
Shared front door		Shared bin cupboard	
Back door		Other	

You understand that if you or anyone acting on your behalf has knowingly or recklessly given inaccurate or incomplete information to the Council we can take legal action to recover the tenancy and/or take criminal proceedings for any offence you have committed.	
I agree accept this tenancy on the terms and conditions set out in this agreement.	
Signed on behalf of South Tyneside Council:	Date
1.	dd/mm/yyyy
Tenants' signatures:	dd/mm/yyyy
1.	dd/mm/yyyy
2.	dd/mm/yyyy
3.	dd/mm/yyyy
4.	dd/mm/yyyy

Proof copy

Proof copy

If you know someone who would like this information in a different format contact the communications team on 0191 424 7385.