

Tenancy Agreements: News and update



April 2007

This newsletter sets out the proposed changes Gateshead Council has put forward with regard to your tenancy agreement.

Please read it carefully and let us know if you have any comments or questions about the changes by 18th May 2007. Details of how to do this are given overleaf together with a letter from Steve Bramwell, the Group Director of Community Based Services at Gateshead Council.

INSIDE:

- Changes to layout and content of the tenancy agreement
- Legal changes
- Other changes in detail
- What happens next



Dear Tenant,

IMPORTANT!

CHANGES TO YOUR TENANCY AGREEMENT

You may recall a letter sent in March 2006 informing you of necessary changes to your tenancy agreement which were due to changes in the law, particularly relating to the right to buy process and anti-social behaviour.

Since last March a great deal of consultation has taken place with tenant groups and representatives as well as with officers of both the council and The Gateshead Housing Company. As well as making the necessary legislative changes we wanted to make sure the new agreement is easy to read and understand and clearly illustrates the rights and responsibilities of both you the tenant and those of the Council and The Gateshead Housing Company.

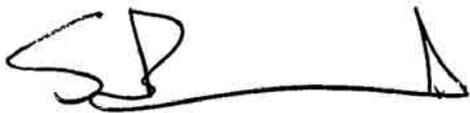
A new draft agreement has now been prepared and a summary of the main changes is enclosed. It is important that you carefully consider the proposed changes, as your tenancy agreement is a contract with the council that allows you to live in your home.

I would be grateful therefore if you could read through the summary of changes and let me know of any comments you have by 18 May 2007.

You can give your views by letter, e-mail or by telephone at the addresses shown below. Your comments will be fully considered and where appropriate included in the new agreement.

The next stage is for the new agreement to be approved by the council. Following approval, you will receive a full copy of the new agreement and the date it will come into force.

Yours sincerely,



Steve Bramwell
GROUP DIRECTOR, COMMUNITY BASED SERVICES

Tell us what you think

Send your comments and views by 18 May:

In writing, for the attention of:
Housing Strategy, Gateshead Council, Community Based Services, Civic Centre, Regent Street, Gateshead, NE8 1HH.

By E-mail:
housingstrategy@gateshead.gov.uk

By telephone: 0191 433 2916

INTRODUCTION

A number of legal changes are needed to the current tenancy agreement and we have had to change introductory tenancies, Right to Buy and anti-social behaviour information.

Changes to content and layout

As the tenancy agreement had not been reviewed since 2001, we decided it was a good time to review the agreement in partnership with The Gateshead Housing Company. As part of this it was important that we included your views into this review.

So, we asked for your views on the content and layout of the agreement, and you told us:

You wanted: Bigger text.

What we did: We changed the layout and changed the size of the text

You wanted: The content to be clear and easier to read.

What we did: We have reviewed how the whole document was written and simplified the content. We have removed duplication and have changed the layout making the document easier to follow.

You wanted: Notes to be factual rather than repetitive.

What we did: We have reduced the information in the notes, keeping the information factual and removing information which was already contained within the terms of the agreement.

You wanted: An index.

What we did: We have added a clear contents page near the front of the document.

You wanted: The definitions to be moved from the front of the agreement.

What we did: We have reviewed the definitions, reduced duplication and placed them near the back of the agreement (Section 13).

You wanted: Titles to be more relevant.

What we did: We reviewed the section titles and changed a number of them to make them easier to refer to.

You wanted: A clearer understanding of tenants' rights and responsibilities and the information to be in one place.

What we did: We looked at the content in each section and have re-written the information to make it clearer. We have provided a new section for Introductory Tenants (Section 3) and a section titled 'Rights for both Secure and Introductory Tenants' (Section 4) shows the rights for both introductory and secure tenancies. Tenant responsibilities continue through each section. We have reviewed the wording in each section and simplified this to make responsibilities clear and easier to understand.

You wanted: Fire procedure advice for multi-storey accommodation.

What we did: We reviewed the fire advice and updated this in the 'notes' of Section 8 – 'Living in Your Home'. We have added a new term in the tenancy agreement in Section 7 – 'Repairs and Maintenance' which states 'You must allow the Fire Service access to your home to carry out a home fire risk assessment'.

You wanted: Clearer information regarding succession of a tenancy.

What we did: We looked at the information we had already provided in the agreement and re-worded this to make it clear and easier to understand.

You wanted: Clearer information about the responsibilities of the council and those of The Gateshead Housing Company.

What we did: We wrote into the tenancy agreement at point 1.1 'This is a tenancy agreement between Gateshead Council 'the landlord'; and you 'the tenant(s)'. This tenancy agreement is the document you sign when you become a tenant of Gateshead Council. The council has provided your home but The Gateshead Housing Company (TGHC) will manage it on the council's behalf.

We have reviewed each term in the agreement and shown specifically where the tenant would need to contact either the council or The Gateshead Housing Company.

The term 'we, us, our' remains in the definition and when used in the agreement refers generally to 'Gateshead Council, members, officers of the council and The Gateshead Housing Company and agents acting on behalf of the council'.

WHAT HAS CHANGED?

LEGAL CHANGES

The Housing Act 2004 introduced a number of legal changes that directly affect the content of the tenancy agreement. This relates to **Right To Buy and anti-social behaviour:**

- The qualifying period for the right to buy of your home has increased from two to five years.
- When a property, which has been sold through the right to buy, is resold, the period during which discount must be repaid has been extended from three to five years.
- If the council has identified properties for demolition they have the option available to exempt properties from the right to buy.
- If a tenant acts anti socially the council can suspend the right to buy.
- Introductory tenancies can be extended where there are continuing doubts about the conduct of the tenancy.
- A secure tenant's request for a mutual exchange in certain cases of anti-social behaviour can be declined.



FURTHER CHANGES IN DETAIL

We were asked by you to make the content clear and easier to understand. To do this we had to review how it was written and re-word most of the content. The actual terms, however, are unchanged, you should find them easier to read and understand.

We used pictures throughout the tenancy agreement to support new and current tenants with learning difficulties, to understand the document more clearly.

'New inclusions' or variations to the agreement are outlined section by section below. The Notes Sections are there for your information only. They are not terms of your agreement.



Section One

TENANCY AGREEMENT

This explains that it is a legal contract between yourself and the council and who to get advice from if you do not understand something in the agreement.

It explains that:

- The council can only take back the property with a court order.
- You will pay any costs incurred by the council or The Gateshead Housing Company if you are taken to court for breaking this agreement.
- If tenancy enforcement action is taken against you due to a breach in your tenancy agreement, this could lead not only to the loss of your home but may also exclude you from obtaining council accommodation in the future.
- If tenancy enforcement action is taken against you due to anti-social behaviour, this may lead to your secure tenancy being demoted to an introductory tenancy by the court. This would reduce your rights as a tenant.
- We can repossess your home if you have given false information to get the tenancy and/or if someone has given us false information on your behalf to get the tenancy.
- You must tell us if there are any additions to your household – such as a baby or adopted/fostered child/ren.
- If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you. You will be given four weeks notice of any changes the council is making.
- 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 your home.

Section Two

SECURE TENANCIES

This information was previously provided as notes, but now has its own section. This intends to make the responsibilities relating to secure tenants easier to understand. It explains that:

- If you or a member of your household behaves or threatens to behave in a way which is capable of causing a nuisance or disturbance, or uses the premises for unlawful purposes, we may apply to the court to bring your tenancy to an end by Demotion Order.
- You may have the right to buy your home if you are a secure tenant and this is your only home. The qualifying period is two years for tenancies that started before 18 January, 2005 and five years for those that started after that date (the number of years does not need to be continuous). The right to buy can be suspended on grounds of anti-social behaviour. It can also be suspended and terminated where a property is scheduled for demolition or within a planned regeneration area. Please ask Housing Services for more information. There are booklets available at the Civic Centre which provide guidance on the Right to Buy and information on the council's website.
- In certain circumstances an application to exchange homes may be refused if you do not meet certain conditions.
- If you are a secure tenant you have the right to improve your home but you must get written agreement from The Gateshead Housing Company before carrying out any improvement. They will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval).
- If you have made any improvements to your home (with The Gateshead Housing Company's permission), you may be entitled to compensation when you move out.
- You may have the right to assign your tenancy to your spouse/partner/civil partner or to another member of the household who has been living in the property for the preceding 12 months.



Section Three

INTRODUCTORY TENANCIES

This information was previously provided as notes, but now has its own section. This intends to make the responsibilities relating to introductory tenancies easier to understand and outlines the new legal responsibilities. It explains that:

- An introductory tenancy usually lasts for 12 months but The Gateshead Housing Company 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.
- If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.
- As an introductory tenant you are not allowed to:
 - Apply for the right to buy your home (although the introductory tenancy period will count towards any discount allowed under the right to buy in future applications)
 - Sub-let all or part of your home
 - Exchange your home with another tenant
 - Carry out improvements to your home
 - Claim compensation for improvements
 - Take in lodgers
- Introductory tenancies cannot usually be assigned without an order from the court allowing an assignment to take place. An assignment may also be agreed if the assignee would have succeeded to the tenancy immediately before the assignment is to take place.
- Introductory tenants do have the right to one statutory succession for a husband, wife, partner, or other family members upon the death of the tenant.
- Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.
- Introductory tenants have the Right to Information.

Section Four

RIGHTS FOR BOTH SECURE AND INTRODUCTORY TENANTS

You wanted us to make this section clear and easy to understand. We have rewritten it describing section by section whether it applies to both introductory and secure tenancies or secure tenancies only. We have updated the right to buy your home information to explain the new legal changes.

You asked that we make succession information easier to understand:

- If you are a secure or introductory tenant. If you die your husband, wife, partner or another member of your family may be entitled to the tenancy if they are living with you at the property at the time of your death. This is called 'succession'.
- If you don't have a husband, wife or partner, the tenancy can pass to a relative, as long as they have been living with you continuously for 12 months or more immediately before your death.
- By law, only one succession can take place.
- If the tenancy is a joint tenancy, only one other tenant still living in the property after you die has the right to succeed to the tenancy.
- If the property passes to your husband, wife or partner when you die, we will not try to move them out if they want to stay in the property.
- If your tenancy passes to a relative when you die (who was not a joint tenant with you), and the property is larger than they need, we may take steps to move them to another suitable property, either with their agreement or by following the legal procedure for doing so.

We added in additional tenant's rights:

- If you are a secure or introductory tenant you have the right to have certain repairs completed on time. Timescales for repairs are available from The Gateshead Housing Company. In some cases you have a legal 'right to repair'. You may be able to get compensation if certain repairs are not done on time. Phone Home Repair on: 0800 408 6008 for more information.
- If you are a secure or introductory tenant you have a right to information. When you ask, we must give you a current summary of our rules on our lettings policy. You can also ask for a copy of the full lettings policy, however, you may have to pay for this.
- If you ask, we must give you a copy of the details you have given us about yourself and your family in your application for a tenancy or transfer. You have a right to add your own comments to these details.

- If you are a secure or introductory tenant you have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council properties, or changes to do with services or facilities for council tenants. This includes anything that concerns managing, maintaining, improving, demolishing, selling or transferring properties that we let or the services or facilities that we provide to those properties. It does not include rent or any other charges.

Section Five

OUR RESPONSIBILITIES

The information has been strengthened to make it clear what you can expect from us:

- The Gateshead Housing Company is your first point of contact if you have any problem with your tenancy. If it is not resolved The Gateshead Housing Company has a formal complaints procedure. If you feel that The Gateshead Housing Company has broken this agreement, you may complain to them in writing. You can also complain to the council. You can obtain independent advice from a Citizens Advice Bureau, Law Centre or from a Solicitor. You can also complain to your local councillor or the Local Government Ombudsman.
- The council will give you at least four weeks written notice before any changes to your rent or other payments are made,
- The council will insure the structure of your home.
- The Gateshead Housing Company will arrange to 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, window cills, 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
 - Main entrance path
 - Plasterwork
 - Integral garages and stores
- The Gateshead Housing Company will arrange 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 Gateshead Housing Company will continue to arrange these repairs until you have bought your home, but will not carry out any improvements.
- The Gateshead Housing Company will arrange the maintenance and repair of any shared areas around your home.



- We may change your rent at any time. We will write to you prior to the change. We will still change your rent even if you do not receive this notice. The changes are usually made in April each year.
- When your tenancy ends you must immediately pay any rent, other payments or costs which you owe relating to this tenancy.
- If at any time you owe the council any money then the council may deduct this from any money the council owes you.
- If this is a joint tenancy each tenant is responsible for paying the whole of the rent and any other payments due.
- You must contact the Rent and Income Team at The Gateshead Housing Company if you are having any difficulties in paying your rent or any other payments. They can provide advice and practical assistance.
- We have the right to charge you for any new service we provide to your property. The cost will be charged as part of your rent, or separately. We will write to you prior to the change.

Section Six

RENT AND OTHER PAYMENTS

This is about rent and is more detailed in the new agreement. It tells you about the importance of paying your rent, what will happen if you do not pay, but also how to get help and advice if you need it. We have added:

- Your rent and other payments are due on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example, monthly or fortnightly - then you must pay your rent in advance.
- Other payments may be included in the rent and are due at the same time as your rent payments, such as: water rates, sewerage charges, service charges, tenant home insurance charges, furniture charges. Other payments for your tenancy are detailed on your rent card.
- The rent year may be 52 or 53 weeks. No refund of rent is given in respect of 'non collecting weeks'. If you have rent arrears you are required to continue with your rent payments on any 'non collecting weeks'.



Section Seven

REPAIRS AND MAINTENANCE

This tells you when you need to get permission from The Gateshead Housing Company to do certain things in your home and that there is no charge for seeking the permission.

There are two new health and safety terms included to allow the Fire Service access to your home to undertake a fire risk assessment and an annual gas service. Further changes include:

- You must take proper care of your home and report any faults or damage immediately. If arrangements have been made to visit your home to carry out a repair you must keep the appointment.

Section Eight

LIVING IN YOUR HOME – YOUR RESPONSIBILITIES

This contains all information relating to you living in your home and keeps this under one section. There are a number of new terms added into this section to help further clarify tenant responsibilities. New terms include:

General

- If you intend to leave your home for more than 28 days you must inform The Gateshead Housing Company and ensure your rent will be paid while you are away.
- You must ensure your home will be looked after and secure while you are away and you must provide The Gateshead Housing Company with your contact details or of someone else in the local area who can deal with any emergency on your behalf.
- You must not run a business or trade from your property without first obtaining our written permission, which will not be unreasonably withheld. There is no charge for this permission.
- Any furniture, appliances, carpets or curtains provided by The Gateshead Housing Company are part of your home. You must keep these in good condition and must not remove them. If you do not we will charge you for any repairs or replacement.
- You must not do anything in the property which may cause a danger to anyone in the property or in the local area.
- You are responsible for insuring your home contents. We are not responsible for loss or damage to your possessions.

Decoration and Hygiene

- You must dispose of your rubbish properly in line with the council's requirements otherwise we may clear it and charge you for this. This includes any bulky or unusual items.
- You must report the presence in your property of rats, cockroaches, other vermin or pests to the council.
- You must not leave syringes or other sharp items in areas where people in the local area may come into contact with them. You must dispose of used syringes safely.

- You must not carry out alterations or additions either inside or outside your home without first obtaining written permission. Among other things, this includes: window replacement, internal or external doors, conservatories, garages, outbuildings, sheds, greenhouses, garden ponds, walls, fences, satellite dishes, surveillance equipment, aerials, driveways or car hard standing. There is no charge for seeking this permission. Permission will not be unreasonably withheld but certain conditions may be imposed. If permission is refused you will be advised why. Prior to undertaking any work you are responsible for getting planning and building regulations approval that is required. You are also responsible for any costs involved and we have the right to inspect any work you have done.
- You must obtain written permission before you carry out any gas or electrical work. There is no charge for seeking this permission. Any gas or electrical work must be carried out by a qualified and competent contractor.
- You must give us access to your home to carry out an annual gas service which is a health and safety requirement.
- We will charge you for repairing any damage caused to the property by either you, anyone living with you, or visiting your home.
- You are responsible for carrying out minor repairs necessary to keep the property in a tenant like manner.
- You are responsible for plumbing in washing machines and dishwashers. You must repair any damage caused to the pipe-work
- If you do not carry out the required repairs (ie minor repairs and damage to pipe-work as mentioned above) we reserve the right to carry out the repair and recover the costs from you.
- You will be responsible for repairing and maintaining all improvements, fixtures and fittings you have installed at the property. Advice will be given to you when you ask us for permission to do the work. If you take the installations with you when you move, you must put the property back to the way it was before you improved it. If you don't, we will charge you for the work.
- You must allow the Fire Service access to your home to carry out a home fire risk assessment.
- You are responsible for the cost of any repairs required following lawful entry by the police to detect or prevent crime.

Gardens

- You must keep any grass, lawns and hedges at your home neat and tidy.
- You must keep your garden tidy and free from rubbish and debris otherwise you may be charged for clearances including a garden tidy up.
- You must obtain written permission from The Gateshead Housing Company before you put up or take down any fence or wall. There is no charge for seeking this permission. You will be informed if the improvement will become the council's property when you move out. If you dismantle the fence or wall when you move, you must put the property back to the way it was before you improved it. If you don't we will charge you for the work.
- You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.
- You must not attach any barbed wire, broken glass or other material to your home which may cause personal injury.

Shared Areas

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

Pets

- You may keep domestic pets, such as one dog, one cat, caged birds, fish or small mammals in your house or bungalow if they are well cared for and kept under proper control. You must obtain the written permission of The Gateshead Housing Company before keeping any other animal.
- If your home has a shared entrance you must not keep cats or dogs (except for a registered guide dog, disability dog or hearing dog).

Vehicles and Access

- You must obtain written permission from The Gateshead Housing Company before building a garage, car hard standing or driveway. There may be a charge for any associated planning and building regulation applications.
- You or anyone living with you or visiting your home must not carry out major repairs, to any vehicle within the boundaries of your property, on the highway or in any other public or shared area.

- You must not park a vehicle, such as a bike or motorbike, in any shared area inside a building. Battery powered scooters used by the elderly or disabled are exempt as long as they do not cause an obstruction.
- You must not park or drive a vehicle on any open plan area, footpath or grass verge.
- You must not obstruct access to any other home by parking inconsiderately.

Services

- 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 has been installed in your home. You will be charged for any damaged caused.

Combustible Materials

- You, anyone living with you or visiting you must not interfere with any equipment for detecting or putting out fires in the property or in communal areas.



Section Nine

FURNITURE

This section remains largely unchanged. However, the following has been added regarding deliberate or accidental damage to the furniture:

- You are responsible for repairing any deliberate or accidental damage to our furniture, which is caused by you, your family or visitors to your home. If you do not carry out the required repair we reserve the right to carry out the repair and recover the costs from you.

Section Ten

LIVING IN YOUR COMMUNITY

This has replaced the section named 'Anti-Social Behaviour'. It contains information outlining a tenant's responsibility to their neighbours living within the locality of their home. It expands the initial responsibilities clearly outlining the expected behaviour of our tenants. Changes include:

- You, anyone living with you or visiting your home must not harass, threaten to harass, use or threaten violence or discriminate against any person because of their race, nationality, sexuality, gender, religion or belief, age or disability, neither must you encourage or allow any person to do so.
- You, anyone living with you or visiting your home must not run a business from your home which is likely to cause a nuisance or annoyance to others. For example (this list is not exhaustive):
 - Car repair and maintenance
 - Printing
 - Any business where you would have to use noisy equipment such as hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
- You must get written permission from The Gateshead Housing Company to operate a business from your home. Permission will not be unreasonably withheld.
- You are responsible for the behaviour of every person (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.
- You, anyone living with you or visiting your home must not do anything that causes or is likely to cause a nuisance or annoyance to any person residing, visiting or engaging in a lawful activity in the locality. For example by:
 - Shouting or persistent arguing
 - Drug and alcohol abuse
 - Playing music loudly or making other loud noise
 - Banging or slamming doors
 - Trespass into a neighbour's property
 - Not looking after your garden
 - Repairing vehicles
 - Rubbish dumping, fly tipping or lighting fires
 - Allowing rubbish to accumulate in or around your home
- Not keeping your pet under control/allowing your dog to bark
- Throwing things out of windows or off balconies
- Riding motorcycles, trial or quad bikes anywhere other than the public highway, or designated areas
- Playing ball games close to properties
- Being drunk and disorderly in public
- Skateboarding and cycling on footpaths and balconies
- Breaking shared security, for example allowing strangers to get into the building
- Writing graffiti
- Domestic violence
- Prostitution
- Dealing in pornography
- You must not use or allow your home to be used for criminal, illegal or immoral acts. In particular you must not use your home in connection with:
 - Cultivating or manufacturing, selling or conspiring to sell, using, possessing and dealing in illegal drugs or substances.
 - Unlicensed firearms or illegal weapons
 - Handling or storing stolen or counterfeit goods
- You, anyone living with you or visiting your home 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 rubbish, paint or any other offensive substances on any part of a house or building
- You, anyone living with you or visiting your home must not be convicted of any serious criminal offence within the local area.
- You must not withhold information from the police about any burglary or damage caused by a criminal act at the home.
- You, anyone living with you or visiting your home must not threaten violence, domestic violence or be violent towards anyone living in or visiting your home. This includes employees of the council, The Gateshead Housing Company or their partners/agents or councillors.

Section Eleven

MOVING HOUSE

This replaces 'Ending Your Tenancy'. We have renamed the title making it clear what information this section holds. In particular it clearly identifies areas in which you may be recharged for work if you do not comply with the terms. If you do not give proper notice we have outlined that you will continue to be responsible for the rent and other payments. Other new terms include:

- You must return to us, all keys and electronic fob keys (if provided) for the property no later than 12-noon on the last day of your tenancy. You will be responsible for further rent if we do not receive your keys/fobs on time and for any damage caused if the house is left unsecured by you.
 - You must pay all rent and other charges up to the date your tenancy ends.
 - You must give us access to your home to allow us to carry out an inspection of your home after we receive your termination notice.
 - You must leave your home in a neat and tidy condition. 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 incurred in repairing the damage.
 - You must remove all of your possessions, animals, rubbish and private papers. If you do not do so, we will charge you for any removal and storage costs incurred and the cost of looking after any animal you leave in your home.
 - You must report all repairs that are needed at the property and replace or repair broken items which belong to us. If you do not, we will carry out the work and charge you for doing so.
 - A joint tenancy will end after four weeks written notice has been given by any of the joint tenants. At the end of the notice period your home must be vacated and the keys returned to The Gateshead Housing Company.
 - You must not allow any person to remain living in your home when your tenancy ends.
 - You must make sure all fittings and fixtures you have installed, and which you are leaving in the property, are in good working order.
- You must make sure all fittings and fixtures you have installed, and are removing from the property, are replaced with the existing fittings before you leave. If you do not we may carry out the work, and if so, will charge you for doing so.
 - You must make sure all furniture you rent from The Gateshead Housing Company is left at the home. If there is any damage to the furniture they will charge you for repair. If there is any furniture missing they may treat this as theft and report this to the Police.
 - You must remove any greenhouse(s), shed(s), kennels(s) etc, before leaving the home and must reinstate the land to The Gateshead Housing Company's satisfaction. If you do not they may carry out the work, and will charge you for doing so.



Section Twelve

SERVICE OF NOTICES AND REQUESTING WRITTEN PERMISSION

This contains the previous two sections, namely 'Written Permission' and 'Written Notices'.

It provides The Gateshead Housing Company's details for serving notices and legal proceedings in addition to the council's details. Requesting written permission has been reduced to remove duplication of information which is written elsewhere in the agreement. It tells you where to send requests for permission.

Section Thirteen

DEFINITIONS

The definitions are not legal terms of your agreement but they do form part of it by defining words used throughout the agreement.

WHAT HAPPENS NEXT?

Following the consultation period all comments will be considered and where appropriate will be incorporated into the new agreement. It will then need to be approved by members, which will determine the date it becomes effective. This means that all existing tenancies and new tenancies from that date will have these new rules.

In the unlikely event that you do not like these rules, and want to end your tenancy because of this you can give four weeks notice to end your tenancy by contacting The Gateshead Housing Company.

You can also read about Tenancy Agreements by visiting www.gateshead.gov.uk

AND FINALLY DON'T FORGET!

If you have any comments on the issues raised in this newsletter please let us have them by 18 May 2007.

Thank you.



The Gateshead Housing Company
Working with Gateshead Council