

# TENANCY AGREEMENT

## Introduction

Gateshead Council set up The Gateshead Housing Company (TGHC) in 2004 as an Arms Length Management Organisation. This means that TGHC is fully owned by the council, but operates independently.

### What does this mean for you?

The Gateshead Housing Company manages council housing in Gateshead and carries out improvements to homes. It is responsible for:-

- managing tenancies and estates;
- arranging repairs;
- letting homes;
- collecting rent;
- the Neighbourhood Relations Team;  
and
- providing caretaking and concierge services.

The Council monitors the standards and the targets that The Gateshead Housing Company must meet.

The council is responsible for:-

- the right to buy your home;
- rent policy;
- repairs policy;
- tenancy agreement;
- housing strategy;
- setting the lettings policy;
- homelessness;
- supported housing; and
- services for refugees and asylum seekers

The tenancy agreement sets out your rights and responsibilities as a tenant and those of the council and The Gateshead Housing Company. Your main point of contact regarding your tenancy and your home will be The Gateshead Housing Company.

## **Different Formats**

Our communities are diverse and as such we have improved our Tenancy Agreement to make it easier to understand. The tenancy agreement can be made available, on request, in large print, Braille, audiotape or in a different language. You can also view it on the council and housing company websites.

We recognise that a number of current and future tenants may not use English as their first language. We have access to a translation service that can help to explain the document in various community languages. If you need this facility before you sign for a tenancy please advise The Gateshead Housing Company.

For more information  
Please contact The Gateshead Housing  
Company on:  
0191 433 5382 or 0191 433 5380 for more  
information visit:  
[www.gatesheadhousing.co.uk](http://www.gatesheadhousing.co.uk)  
[www.gateshead.gov.uk](http://www.gateshead.gov.uk)

## **Section One**

### **Tenancy Agreement**

- 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.
- 1.2 This agreement is a legally binding contract between you and the Council and records information such as your name, the date you become a tenant and the initial rent. Before you sign the tenancy you will be asked to provide proof of identification.
- 1.3 It describes your rights and responsibilities as a tenant and the rights and responsibilities of the council as your landlord.
- 1.4 Your responsibilities apply to you, your husband, wife, partner, civil partner, friends, relatives and any other person

living in or visiting your home, including children. Your tenant neighbours have exactly the same rights and responsibilities as you.

1.5 The people who can live in your home are those you told us about when you applied for the property. Before anyone else comes to live with you for more than four weeks, you must get our permission. You must also tell us if there are any additions to your household such as a baby or adopted/fostered children.

1.6 If this is anything you do not understand, you should contact The Gateshead Housing Company (see contact details in your A-Z Handbook). You can also get advice from the council's Housing Services, Housing Advice Centre, Law Centre, Citizen's Advice Bureau or solicitor.

1.7 If you sign this agreement you will become either an introductory or secure tenant 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 an introductory tenant for over 12 months. We will tell you which type of tenancy you have been offered and this will be indicated on the page you sign.

1.8 If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) we will consult with you. You will be given four weeks written notice of any intended changes.

## **Section Two**

### **Secure Tenants**

2.1 If during your tenancy you break any of the tenancy conditions we may take action to end your tenancy.

2.2 If you, a member of your household or a visitor behaves or threatens to behave in a way which is capable of causing nuisance or annoyance or includes using the premises for unlawful purposes, we may apply to the court to bring your tenancy to an end by Demotion Order. Upon granting of the order, the tenancy is replaced with a less secure form of tenancy. You will lose a number of the rights enjoyed under a secure tenancy, which includes removing the right to buy your home and the right to exchange

2.3 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 starting on or 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 ended where a home is scheduled for demolition or within a planned regeneration area.

2.4 You have the right to improve your home but you must get our written agreement before carrying out any improvement. Permission will not be refused unless there is a good reason (You may also need planning and building regulation approval).

2.5 If you received our written permission for improvement you have undertaken to your home, you may be entitled to compensation when you move out. The improvement you have carried out will not increase your rent, or the purchase price of your home, if you decide to buy it.

2.6 You may have the right to exchange your home with another secure tenant, or certain assured tenants. You must get our written permission before you exchange. An exchange may be refused if you, or the person you want to exchange with, do not meet certain conditions.

2.7 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 at the time of the assignment. An assignment can only occur once. It is not possible to assign a tenancy if it has previously been assigned. You may also be able to assign your tenancy to another secure tenant by way of an exchange. You must get our written permission before doing so. Permission for Assignment by way of exchange will be withheld if proceedings have begun for possession or there is an order against

you or someone who lives with you in relation to anti social behaviour.

2.8 You may be entitled to take in lodgers and sub let part of your home. You must get our written permission before doing so. This permission will not be unreasonably withheld.

## **Section Three**

### **Introductory Tenants**

3.1 In almost all cases new tenants will be introductory tenants. As an introductory tenant you must comply with all obligations in this agreement.

3.2 An introductory tenancy usually lasts for 12 months but it can be extended for a further six months if, for example, you have behaved in an anti-social manner. An introductory tenancy will automatically become a secure tenancy after 12 months, unless it has been extended and remains an introductory tenancy or if court proceedings for possession of your home have been started prior to your introductory tenancy coming to an end.

3.3 If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.

### 3.4 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 part of your home;
- exchange your home with another tenant;
- carry out improvements to your home;
- claim compensation for improvement; or
- take in lodgers.

3.5 An introductory tenancy is not capable of being assigned unless it is to carry out an Order of the Court or it is to be a person who would be qualified to succeed to your tenancy if you died immediately before the assignment.

3.6 Introductory tenants do have the right to one statutory succession for a husband, wife, partner, civil partner or other family members upon the death of the tenant.

3.7 Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.

3.8 Introductory tenants have the right to information (see Section Four).

3.9 If in doubt about your rights or responsibilities please ask us.

## **Section Four**

### **Rights for both secure and introductory tenants**

4.1 You have the right to live in your home without interruption or interference from us, as long as you, those living with you or visiting your home comply with the terms of this tenancy and have respect for the rights of others. If any of the conditions are broken, we may apply to the court to end your tenancy.

4.2 If you die your husband, wife, partner or civil partner may be entitled to the tenancy if they are living at your home at the time of your death. This is called 'succession'.

If your home passes to another member of your family (other than spouse) when you die, we will usually let them stay in the home. However, if the property is larger than is reasonably required we may take

steps to move them to another suitable home, either with their agreement or by following the legal procedure for doing so.

The tenancy can pass to a relative, as long as they have been living with you continuously for at least 12 months, immediately before your death. **By law, only one succession can take place.** If the tenancy is a joint tenancy, only one other joint tenant still living in the property after you die has the right to succeed to the tenancy.

If you are living in a property and the property has been adapted for occupation by a physically disabled person or it is the practice of the landlord to let the property to persons with special needs (and there is no longer such a person living in the property) then we may take steps to move you to another suitable home, either with your agreement or by

following the legal procedure for doing so.

**NOTE: See your A-Z handbook and the council's lettings policy for more information about succession.**

4.3 You have the right to have certain repairs completed on time. Timescales for completion of repairs are available. 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. Telephone Home Repairs on freephone **0800 408 6008** for more information.

**NOTE: See your A-Z handbook for more information about categories of repairs.**

4.4 You have a right to information. If you ask, we must give you a current summary of the rules on the council's lettings policy. You can also ask for a copy of the full lettings policy. This is

also available on the council's website. 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.

4.5 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. It does not include rent or any other charges.

## **Section Five**

### **Our Responsibilities**

5.1 The Gateshead Housing Company is your first point of contact if you have any problems with your tenancy. If it is not resolved they have a complaints procedure. If you feel that they have broken this agreement, you may complain to them. 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. See Notes for contact details.

5.2 You will be given at least four weeks written notice before any changes to your rent or other payments are made.

5.3 The structure of your home is insured.

5.4 We 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 sills, 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

5.5 We 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.

5.6 If you apply to buy your home we will continue to arrange these repairs until you have bought your home, but will not carry out any improvements.

5.7 We will arrange the maintenance and repair of any shared areas around your home.

5.8 We will keep in repair any furniture we rent to you with the home.

5.9 We will give you help and advice if you tell us that you are the victim of anti-social behaviour.

5.10 If we decide to change the terms and conditions of this tenancy agreement, we must give you **28 days notice** before carrying out these changes. This gives you the opportunity to end the tenancy before the changes come into effect if you choose to do so.

**NOTES: If you feel that we do not meet our responsibilities as outlined within this tenancy agreement, you can:**

- make an appointment to speak to your housing officer;
- speak to you local councillor; or
- use the complaints procedure by contacting either:-

**The Gateshead Housing Company**  
Phone 0191 433 5353

E-mail:

[enquiries@gatesheadhousing.co.uk](mailto:enquiries@gatesheadhousing.co.uk)

(Leaflets are available from any Housing Office)

## **Gateshead Council**

Phone 0191 433 3000

E-mail: [haveyoursay@gateshead.gov.uk](mailto:haveyoursay@gateshead.gov.uk)

OR write to the council at:

Gateshead Council

Civic Centre

Regent Street

Gateshead

NE8 1HH

## **The Local Government Ombudsman (LGO)**

Beverley House

17 Ship ton Road

York

YO30 5FZ

On-line: [www.lgo.org.uk](http://www.lgo.org.uk)

E-mail: [enquiries.york@lgo.org.uk](mailto:enquiries.york@lgo.org.uk)

**See your A-Z Handbook for more  
information – Listening to Your  
Views**

## **Section Six**

### **Rent and Other Payments**

- 6.1 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.
- 6.2 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. A breakdown of your rent will be given to you when you sign the tenancy agreement.
- 6.3 The rent year starts the first Monday in April. This may be a 52 or 53 week year. No refund of rent is given in respect of any 'non collecting weeks'. If you have rent arrears you are required to continue with your rent

payments on any 'non collecting weeks' (See definition of 'non collecting weeks' on page 24).

6.4 If this is a **joint tenancy** each tenant is equally responsible for the payment of the whole of the rent and any other payments due.

6.5 If you receive Housing Benefit you must tell the council's housing benefit section immediately of any change of circumstances that may affect your entitlement to it.

6.6 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.

6.7 When your tenancy ends you must immediately pay any rent, other payments or costs which you owe relating to this tenancy.

- 6.8 We may deduct any money you owe us from any money we owe you.
- 6.9 You must contact us if you are having any difficulties paying your rent or any other payments. We can provide advice and practical assistance in more serious cases.
- 6.10 If you do not pay your rent or other associated charges, we may go to court and ask for you to be evicted from your home. The court may order you to pay our costs.
- 6.11 We have the right to charge you for any new service provided to your home. The cost will be charged as part of your rent, or separately. We will write to you prior to the change.

**NOTE: There are a number of different rent payment methods available. Please see your A-Z handbook for further details – under ‘Rent’**

## **RENT AND BENEFITS**

**There are a number of different rent payment methods available. Please see your A-Z handbook for further details – under ‘Rent’**

You are responsible for filling in, and sending your housing benefit claim form to the council. You must make sure it is accurate and that proof of identity and income are provided swiftly. Changes in your circumstances may affect your entitlement to housing benefit.

You may lose your entitlement to receive housing benefit if you don't move into the home at the start of the tenancy. In those circumstances you will be charged the full rent until you become eligible for housing benefit.

Some tenants pay for extra services as part of their rent, for example heating and support charges. You will be advised if this applies to you.

Allowing a friend or member of your family to use your address as a correspondence address may affect your housing benefit claim and therefore your rent payments.

If you are claiming housing benefit and plan to go on holiday, you need to advise the council's housing benefit section otherwise your housing benefit may cease on the weeks you are away from your home.

If you are evicted because you do not pay your rent and other charges, you will not normally be entitled to another home until you have paid the money you owe.

## **Section Seven**

### **Repairs and Maintenance**

7.1 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.

Under the tenancy agreement you have the right to carry out improvements to your home, such as fitting a new bathroom suite, replacing kitchen units or building a new fireplace. Before carrying out any improvement or alterations to your property, you must ask for permission (which, if granted, will be given in writing). There is no charge for seeking this permission and it will not be unreasonably withheld but certain conditions may be imposed. 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 with this work. We will have the right to inspect any work that you have done. If permission is refused you will be advised why.

7.2 You will usually be responsible for repairing and maintaining all improvements, fixtures and fittings you have installed at the home. Advice will be given when you ask 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 you will be charged for the work.

**NOTE: Please see your A-Z handbook for more information 'Making improvement to your home'.**

7.3 You must obtain our written permission before you carry out any

gas or electrical work at your home. There is no charge for seeking this permission. Any gas or electrical work must be carried out by a qualified and competent contractor.

7.4 You must give reasonable access to your home to enable repairs, improvements, servicing or inspections to be carried out. Legal action may be taken if you unreasonably refuse access into your home for these purposes.

7.5 At least 24 hours notice will be given if your home needs to be inspected. In the case of an emergency, immediate access will usually be needed. Forced entry into your home may be necessary but this is only to prevent damage to property or risk of injury to any person.

7.6 You must allow access to your home for an annual gas service to be carried out. This is a health and safety requirement (see notes).

7.7 You will be charged for the cost of repairing any damage caused to the home by either you, anyone living with you, or visiting your home.

7.8 You are responsible for carrying out minor repairs necessary to keep the home in a tenant like manner.

**NOTE: Please see your A-Z Handbook for more information – ‘Your responsibilities as a tenant – repairs’.**

7.9 You are responsible for plumbing in washing machines and dishwashers. You must repair any damage caused to the pipe-work at you home.

7.10 If you do not carry out the required repair as outlined in 7.8 and 7.9 we will carry out the repair and recover the costs from you.

7.11 You are responsible for decorating the inside of your home and keeping it decorated at all times.

- 7.12 You must not artex walls or ceilings or fix polystyrene tiles to ceilings or walls.
- 7.13 You must not decorate the outside of your home unless you have our written permission. There is no charge for seeking this permission.
- 7.14 You are responsible for repairs that are necessary because you did not report another associated repair to us.
- 7.15 You must allow the Fire Service access to your home to carry out a home fire risk assessment.

**NOTE: Inadequate heating, blocks or leaks in the flue and lack of adequate ventilation can cause carbon monoxide poisoning. Our gas services make sure that your home is safe for you. It is important that we are allowed access to carry out this essential inspection.**

**See your A-Z handbook for information  
– ‘What to do in an emergency’.**

## **Section Eight**

### **Living in your home**

#### **Your responsibilities – general**

8.1 You must use this home as your main home.

8.2 You can keep your home for as long as you want unless there is a legal reason why we can take it back. Your home can only be taken back with the approval of the Court on the following grounds:

- You break any of the conditions in this agreement;
- We built or adapted the property for a physically disabled person and:
  - you do not need that type of home; and
  - we need the property for someone else with special needs

- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.
- There is any other reason under the Housing Act 1985, 1996, 2004 or any other law relevant to the use of the property.

8.3 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.

8.4 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. See sections two and three.

- 8.5 If you break any condition in this agreement we may take legal action against you, for example by obtaining a possession order, injunction, demotion order, an order suspending the right to buy of your home or by extending your introductory tenancy.
- 8.6 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.
- 8.7 You may be liable for our legal costs if action is taken to repossess your property or an injunction, demotion order, or an order suspending your right to buy is made against you.
- 8.8 If you intend to leave your home for more than 28 days you must make sure that your home will be looked after and secure while you are away and provide us with your contact details or of someone else in the local area who can deal with any

emergency on your behalf. You must ensure your rent will be paid while you are away.

8.9 You must not run a business or trade from your home without first obtaining our written permission. Permission will not be unreasonably withheld. There is no charge for this permission.

8.10 Any furniture, appliances, carpets or curtains provided with your tenancy are part of your home. You must keep these in good condition and must not damage or remove them otherwise you will be charged for any repairs or replacement.

8.11 You must not do anything in the home that may cause a danger to anyone in the home or in the local area.

8.12 You must not throw anything through or out of the windows of your home or from balconies or roofs.

8.13 You must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or local area.

8.14 You are responsible for insuring your home contents. We are not responsible for loss or damage to your possessions.

**NOTE: The Gateshead Housing Company offers a home contents insurance scheme. Please see your A-Z handbook for more information and useful contact numbers.**

## **Decoration and Hygiene**

8.15 You must keep your home neat, tidy and clean.

8.16 You must dispose of your rubbish properly in line with the Council's requirements otherwise you may be charged for any clearances required. This includes any bulky or unusual items.

8.17 You must report to the Council, the presence in your home of rats, cockroaches, other vermin or pests.

8.18 You must not leave syringes and other sharp items in areas where people in the local area may come into contact with them. You must dispose of used syringes safely.

## **Gardens**

8.19 You must keep any grass, lawns and hedges at your home neat and tidy.

8.20 You must keep your garden tidy and free from rubbish and debris otherwise you may be charged for clearances including a garden tidy up. We will advise you of the costs before undertaking the work.

8.21 You must obtain our written permission 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 for the work.

8.22 You must not put a greenhouse, garage or shed at your home without getting our written permission.

8.23 You must not plant large types of trees without our written permission.

8.24 You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.

8.25 You must not allow any hedge to exceed two metres in height or

overhang pavements, roads or your neighbour's gardens.

8.26 You must not attach any barbed wire, broken glass or other material to your home that may cause personal injury.

**NOTE: If you cannot look after your garden due to your age or disability, you should contact The Gateshead Housing Company for further details about their gardening scheme. Some tenants groups run tool-hire schemes.**

**You can arrange a bulky waste collection by phoning: 0191 433 7000 or by going online and submitting your request [www.gateshead.gov.uk](http://www.gateshead.gov.uk) letting them know if you need help putting your items out for collection because of your age/disability.**

**If you live in a multi-storey block, bulky waste collections can only be made from the ground floor – if you don't live on the ground floor contact The**

**Gateshead Housing Company on 0191  
433 5353.**

## **Shared Areas**

8.27 You must keep any shared areas free from obstruction. You must co-operate with us to keep any shared areas clean and tidy.

8.28 You must co-operate fully with any measures we take to protect the security of your home and you must keep all shared doors closed.

## **Pets and Animals**

8.29 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).

8.30 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 our written permission before keeping any other animal.

8.31 Your animals must not cause a nuisance, annoyance or concern to anyone in the local area including any employee or agent of the council or The Gateshead Housing Company.

8.32 You must ensure your dog does not foul in any area of the property or in the local area. You must remove any fouling from your home or the local area and dispose of it properly.

8.33 You must not breed any animals or birds at your home, build a pigeon cove or aviary without obtaining our written permission.

8.34 You must not keep livestock, such as horses, donkeys, goats, pigs, cattle, ducks, geese and chickens at the property.

**NOTE: Unsuitable animals include the following, but are not limited to: all wild animals, all poisonous insects and spiders; all poisonous snakes or fish, all large reptiles. You may ask us for written permission to keep more than one dog or cat, or other animal.**

## **Vehicles and access**

8.35 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.

8.36 You must obtain our written permission 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 you home **must not:**

- 8.37 Carry out major repairs, to any vehicle within the boundaries of your home, on the highway or in any other public or shared area.
- 8.38 Receive any type of payment for repairing any vehicle at the home. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
- 8.39 Obstruct access to any other home by parking inconsiderately.
- 8.40 Keeping vehicles eg motorbikes inside the dwelling or in the shared areas except the keeping of a pedal bike inside the property. Battery powered scooters used by the elderly or disabled are exempt as long as they do not cause an obstruction.
- 8.41 Park or drive a vehicle on any open plan area, footpath or grass verge.

8.42 Park any motor home, caravan, boat or business vehicle, other than a small van, at your home or on any other land owned by the Council without our prior written agreement.

## **Services**

8.43 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 damage caused.

## **Combustible materials**

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

## **Notes**

- **Always ask for ID from any caller to your home before you let them in.**
- **If you discover a fire:**
  - **raise the alarm to warn people in your home.**
  - **Leave the home, closing all doors and windows behind if it is safe to do so**
  - **Call the Fire Brigade on 999**

## **REMEMBER**

- **Get Out**
- **Stay Out**
- **Call the Fire Brigade**

## **General Safety Advice**

- **Check your smoke alarm regularly and, if it has a battery, remember to check if it needs changing.**

- Chip pans are the main cause of house fires if left unattended. Caution is advised when using chip pans and deep fat fryers.
- Take care when using candles in the home – do not leave them unattended. Place them on fire retardant surfaces away from flammable material.
- Always keep matches and lighters out of children's reach.

## **Section Nine**

### **Furniture**

We may rent furniture to you with the home. The furniture we rent to you is listed at the back of the tenancy agreement.

9.1 You, your family or anyone visiting your home, must not do the following:

- Sell, rent or give away any of the furniture.
- Deliberately damage or vandalise the furniture.
- Remove any of our furniture from the home without our written permission.

If you do we may apply to the court to evict you and recharge you for any repairs or replacement.

9.2 You are responsible for repairing our furniture due to accidental damage that is caused by you, your family or

visitors to your home. If you do not carry out the repair as required, we reserve the right to carry out the necessary repairs and recover the costs from you.

9.3 You must report to us immediately any repairs that need to be carried out to the furniture that was caused as a result of a fault or through fair wear and tear.

9.4 When you advise us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items.

9.5 You must allow our employees and contractors to enter the home at reasonable times after we have given reasonable notice to inspect the furniture.

**NOTES: When you sign this Tenancy Agreement, we will rent you the furniture and give you a list showing**

**which items you are renting. If we rent more furniture to you, we will ask you to sign a new furniture list. We recommend that you insure the furniture we rent to you on your household insurance.**

**It is theft to self, rent or give away our furniture. The Police will be informed in the event of such a theft.**

## **Section Ten**

### **Living in your community**

10.1 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.

10.2 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 anti-social behaviour includes but is not limited to the following:

- 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 pets 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
- Urinating outside your home or your neighbour's home

10.3 You, anyone living with you or visiting your home must not threaten violence, domestic violence or be violence towards anyone living in or visiting your home. This includes employees of the council, The Gateshead Housing Company or their partners/agents or councillors.

10.4 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.

10.5 You must not use or allow you 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.

10.6 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.

10.7 You, anyone living with you or visiting your home must not be convicted of any serious arrestable offence within the local area, for example theft, burglary, robbery, wounding or inflicting grievous bodily harm, possession or production of a controlled drug, with intent to supply etc.

10.8 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 our prior written permission to operate a business from

your home. Permission will not be unreasonably withheld.

## **NOTES: Consequences of anti-social behaviour.**

**We have powers available to help tackle anti-social behaviour. These include:**

- **Taking legal action against you for possession of your home, an anti-social behaviour order or an injunction. A possession order could result in you losing your home and not being able to get another council home.**
- **Extending your introductory tenancy if your conduct consists of or includes anti-social behaviour.**
- **Demotion of tenancy if your conduct consists of or includes anti-social behaviour. If this**

**happens you will lose your right to buy your home and the right to exchange. See 2.2 for more information.**

- Refusing a request for a mutual exchange if your conduct consists of or includes anti-social behaviour.**
- Suspending your right to buy if your conduct consists of or includes anti-social behaviour.**

**A mediation services is available to tenants who are experiencing difficulties getting along with each other.**

**See your A-Z Handbook for more information.**

## **Section Eleven**

### **Moving House**

#### **Your responsibilities**

- 11.1 If you want to end your tenancy you must give us at least four weeks written notice. If you do not give proper notice you will continue to be responsible for the rent and other payments.
- 11.2 You must return all keys and electronic fob keys (if provided) to us, 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.
- 11.3 You must pay all rent and other charges up to the date your tenancy ends.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 You must report all repairs that are needed at the home (before you leave) and replace or repair broken items that belong to us. If you do

not, we will carry out the work and charge you for doing so.

- 11.8 A joint tenancy will end after four weeks written notice has been given by either tenant. At the end of the notice period your home must be vacated and the keys returned to The Gateshead Housing Company (see notes on next page)
- 11.9 You must not allow any person to remain living in your home when your tenancy ends.
- 11.10 You must make sure all fittings and fixtures you have installed, and which you are leaving in the home, are in good working order.
- 11.11 You must make sure all furniture you rent from us is left at the home. If there is any damage to the furniture we will charge you for repair. If there is any furniture

missing we may treat this as theft and report this to the police.

11.12 You must make sure all fittings and fixtures you have installed, and are removing from the home, 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.

11.13 You must remove any greenhouse(s), shed(s), kennel(s) etc., before leaving the home and must reinstate the land to our satisfaction. If you do not we may carry out the work, and will charge you for doing so.

## **NOTES:**

**If the tenancy ends because the tenant has died, the tenancy can be ended on the Monday following the death of the tenant if the home has been fully cleared of all furnishings, paperwork and effects. The tenant's**

**representative can extend the tenancy for a week at no charge to clear out furniture. After that a weekly charge will be made which is the same rate as the weekly rent payable.**

**If you move out of the home without telling us, we will treat the home as abandoned. We are required to serve a 28 day Notice to Quit before ending the tenancy. You will be charged full rent for the 28 days. Your tenancy will then come to an end.**

**Abandoning the home, could mean that you may not be entitled to another home with us – for example, you have left with rent arrears or damaged the property.**

**We may store any furniture and belongings taken from the home, for a limited period or until you make arrangements to move them. We will charge you for this storage. We will try to contact you to arrange collection of the belongings. If we are unable to**

**contact you, or if you do not collect the belongings, we may sell them and use any money we get towards any of your unpaid rent or other charges.**

**If you are a joint tenant the whole tenancy will end if you or the other joint tenant ends the tenancy.**

**We will ask you to allow us reasonable access to show potential tenants around your home during your notice period.**

**Your home may be advertised in 'HomeChoice' before you leave your home.**

**See your A-Z Handbook for more information.**

**Section Twelve**

**Services of notices and requesting written permission**

**Service of Notices**

- 12.1 Any Notice, including Notice to Quit, can be served on you by leaving it at your home or by sending it by post.
- 12.2 We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if they were delivered by hand.
- 12.3 Any Notices should be sent to The Gateshead Housing Company or any other address that you may be notified to send your Notice to. (See contact details in your A-Z Handbook).

## **Requesting Written Permission**

- 12.4 You need the written permission from The Gateshead Housing Company to comply with some conditions in this agreement. Requests for written permission should be made in writing to The Gateshead Housing Company or email: [enquiries@gatesheadhousing.co.uk](mailto:enquiries@gatesheadhousing.co.uk)

(for further information contact your local housing office).

**NOTES: Even if we give our written permission, you may still need to get planning permission and comply with building regulations. We may withdraw our permission if a nuisance is caused, or if the alteration or addition becomes unsightly or a danger, or if the structure of the home is damaged.**

**Permissions are not only to safeguard the home, but also to make sure that any work done could not injure you or any other person.**

## **Section Thirteen**

### **Definitions**

**Animal** - includes livestock, 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.

**Assignment** – a method for transferring your tenancy to someone else. The law does not allow you to assign your tenancy, except if you exchange your home with another councillor housing association tenant. If there are legal proceedings in matrimonial cases, your tenancy can be assigned to your spouse, partner or civil partner following a court order. You can assign your tenancy to someone who would qualify to succeed to your tenancy (for 'succession') if you had died immediately before the assignment.

**Exchange** – to swap tenancies with another council or housing association tenant.

**Fixtures and Fittings** - for example, kitchen units and appliances, sanitary ware, plumbing, 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** - the whole of the property let to you under this agreement, including the house, any garden, any garage within your garden but not including shared areas.

**Improvement** – any alteration or addition to the home.

**Landlord** - Gateshead Council

**Lodger** - a person who pays you money to let them live in the home with you.

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

**Non-collecting weeks** - This is where the annual rent has been divided over fewer than 52 or 53 weeks, to give tenants 'rent free weeks'.

**Partner** – a person you live with as a husband or wife, or partners in a same sex relationship which has been registered as a civil partnership.

**Relative** – a 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 home.

**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 right to live in part of your home with the agreement from The Gateshead Housing Company.

**Succession** - if you die your husband, wife, partner, civil partner or another member of your family may be entitled to the tenancy if they are living with you at the home at the time of your death. This is called 'succession'.

If you don't have a husband, wife, partner or civil partner the tenancy can pass to a member of your family, 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 tenancy still living

in the home after you die has a right to succeed to the tenancy.

**The Gateshead Housing Company (TGHC)** - the managing agent of the council to manage its housing stock.

**Vehicle** – this includes, for example, car, motorbike, bike, moped, boat, caravan, van, minibike, trailer, and mobility scooter.

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

**We, us, our** - Gateshead Council, councillors, officers of the council and The Gateshead Housing Company and agents acting on their behalf.

**Written permission** – A letter from us giving you permission to do something.

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

# Tenancy Agreement Form

The tenants: National

Insurance Number:

1.

2.

3.

The address of the property rented in this agreement is:-

.....  
.....  
.....  
.....  
.....  
.....

The weekly tenancy starts on:

.....

It is an introductory tenancy until:  
You will then become a secure tenant

The number of keys to the property we will give to you is: .....

Your weekly rent is made up of the following charges:

Rent: Sheltered Scheme  
services:  
Heating:

Furnishings: Insurance:

Concessionary TV Licence: Water Rates:

Communal Rooms: Concierge & Cleaning:

Care Call: Caretaking

Your rent also includes: Cleaning in Low risk flats:

**Total Rent:**

to pay for the following extra services:

.....

Please read this agreement and sign below.

*The information I gave in the housing application form was and still is true. I understand and agree to the conditions in this tenancy agreement.*

Tenants' signatures

1. Date:

2. Date:

3. Date:

Officer's signature

.....

Date

## Furniture List

Fully furnished

Package A

B

Part furnished

C

D

Carpets

Curtains

Wardrobe

One

Two

Fridge

Three

Cooker (electric/gas)

Three

drawer chest One

Two

Bed settee

Three

Two seater settee

Single bed

(incl mattress and

headboard

One

Armchair

Two

Coffee table

Three

Other

Small dining table

Two chairs

Four chairs

Double bed (including mattress and headboard)

Double wardrobe

**I have received the furniture listed above**

Tenants' signatures

1. Date

2. Date

3. Date

Officer's signature

Date