



Your Homes
Newcastle



Your tenancy

This information is about your responsibilities as a council tenant in Newcastle. If you need this in a different language phone 0191 278 8633.

This information is also available in easy read, large print, Braille and audio tape. We can also arrange for you to see a British Sign Language interpreter.

<p>বাংলায় Bengali</p>	<p>এই তথ্য হল নিউকাসল কাউন্সিলের টেনাট হিসাবে আপনার দায় দায়িত্ব সহজে। এই তথ্য যদি <বাংলায়> অথবা অন্য কোন ভাষায় প্রয়োজন হয় তাহলে এই নাম্বারে ফোন করুন- ০১৯১ ২৭৮ ৮৬৩৩</p>
<p>普通话 / 国语 Chinese Simplified</p>	<p>这是有关您作为纽卡斯尔市政租客所需要承担的责任的信息。如果您需要此信息的普通话版本或其它语言版本，请致电 0191 278 8633 索取。</p>
<p>廣東話 / 粵語 Chinese Traditional</p>	<p>這是關於您作為紐卡素市政府租客所需要承擔的責任的信息。如果您需要此信息的廣東話版本或其它語言版本，請致電 0191 278 8633 索取。</p>
<p>فارسی Farsi</p>	<p>این اطلاعات درباره مسئولیت‌های شما به عنوان یکی از مستأجران خانه‌های دولتی در نیوکاسل است. در صورت نیاز به این اطلاعات به زبان فارسی یا زبان‌های دیگر با شماره تلفن ۰۱۹۱۲۷۸۸۶۳۳ تماس بگیرید.</p>
<p>Français French</p>	<p>Ces informations concernent vos responsabilités en tant que locataire de la municipalité de Newcastle. Si vous avez besoin de ces informations en français ou dans une autre langue, téléphonez au : 0191 278 8633.</p>
<p>کوردی سۆزانی Kurdish</p>	<p>ئەم زانیاریانە سەبارەت بە بەرپرسیاریتیەکانی ئێوە وەکو کۆرتیشینیکی سۆزای شار لە نیوکاسلدا یە. ئەگەر چەزان لە وەرگرتنی ئەم زانیاریانە بە زمانی کوردی یا هەر زمانیکی دیکە هەبە بە ژمارە تیلیفۆنی 0191 278 8633 پێوەندی بکەن.</p>
<p>Português Portuguese</p>	<p>Esta informação refere-se às suas responsabilidades como inquilino social em Newcastle. Se precisar desta informação em <português> ou noutra língua, queira liqar para o 0191 278 8633.</p>
<p>русском Russian</p>	<p>Информация о Ваших обязательствах в качестве муниципального квартиросъемщика в г. Ньюкасле. Если Вы нуждаетесь в этой информации <на русском> или другом языке звоните по тел. 0191 278 8633.</p>
<p>Español Spanish</p>	<p>Ésta es información sobre sus responsabilidades como inquilino municipal de Newcastle. Si necesita esta información en español o en otro idioma, llame al 0191 278 8633.</p>

Contents

Introductory tenancies	4
Secure tenancies	4
Can more than one person be a tenant?	5
What are my legal rights as a secure tenant?	5
Succession	9
Change to a joint tenancy	10
Change from a joint tenancy	11
What are my responsibilities?	11
Car parking	15
Keeping pets	15
What happens if I do not meet my responsibilities?	16
How can my tenancy end?	16
How do I give you a compliment, complaint or comment?	19

There are only two types of council tenancy – secure tenancies and introductory tenancies.

Introductory tenancies

If you have been a tenant for less than 12 months you will probably have an introductory tenancy. If you are not sure whether you are an introductory tenant or a secure tenant, you should contact your local community housing team.

All information relating to introductory tenancies is given in the 'Introductory tenancy' leaflet that is in the tenant handbook. The leaflet is also available at our offices.

Secure tenancies

As a secure tenant, the law gives you a number of rights. You also have responsibilities you must meet.

This section aims to help you understand what your rights and responsibilities are and how they will affect you.

What does a secure tenancy mean?

- As a secure tenant, you have the right to live in the property for as long as you have the tenancy agreement with us.
- We will not interfere with this right unless you break your tenancy agreement or any of the reasons for possession (shown on pages 17 to 18 of this booklet) apply.
- We can only make you leave the property if we get a court order.

Can more than one person be a tenant?

Two or more adults can become tenants. The tenants would be 'joint tenants' and have a 'joint tenancy'.

A joint tenancy is created when all the people involved sign the tenancy agreement.

If this happens, each joint tenant is equally responsible for paying the rent, including any overdue rent. It also means that each joint tenant will be responsible for making sure the tenancy agreement is not broken.

Your community housing team will be able to help you if you would like to know more about having a joint tenancy.

What are my legal rights as a secure tenant?

Having repairs carried out

You have the right to have most repairs carried out by us. This is explained in the 'Repairs and servicing' booklet.

Carrying out improvements

You can carry out improvements to your home, but for most of them you will need our permission in writing before you can begin. We also carry out certain improvements for tenants, who can pay for them in instalments under the 'Rechargeable Improvements Scheme'. The booklet called 'Improvements and other planned work' provides more details.

Compensation for improvements

If you have carried out an improvement, you may be able to get compensation when your tenancy ends. You can find more details about this in the 'Repairs and servicing' booklet.

Quiet enjoyment

As a secure tenant you have a right to live in your home without us disturbing you. We will not interfere with that right. We will also try to make sure that other people do not disturb you or your family.

Assignment (transferring your tenancy to someone else)

You may be able to transfer your tenancy to another person in the following circumstances.

- If you want to exchange homes with another tenant and both landlords agree to this in writing. For more details see the 'Moving on and moving out' booklet.

- If you want to pass on your tenancy to someone living with you, who would have qualified to take over the tenancy after your death (see 'Succession' on page 9). This may happen if, for example, you were moving permanently into hospital or a residential home.

You will need permission in writing from your local community housing team before you can do this.

Taking in a lodger

You have the right to take in lodgers and you do not need our permission. However, the following rules apply.

- You must not overcrowd your home. For more advice please contact your local community housing team.
- If you are receiving Housing Benefit, you must tell us that there are other people living with you.

Subletting

You may be able to sublet (rent out) part of your home, but you must get our permission in writing first. This is so that we know who has a right to live there and we can make sure that the property will not be overcrowded.

Being consulted

You have a right to be consulted on changes in the way we manage homes. This will include us consulting you on improvements we plan to make to your home, work planned for estates, and also changes in your tenancy agreement (but not the level of rent). This consultation can take the form of tenants' meetings, letters, exhibitions and individual visits.

As well as this right, any tenant can go to meetings of our main Board. If you want to ask a question at one of these meetings you must provide written details of the question before the meeting and get the chairperson's permission to ask the question. You can get more details from your local community housing team.

We also consult tenants' representatives through the Newcastle Tenants' Federation. The Federation also deals with matters which affect all tenants.

There are more details in the 'Involving tenants' booklet.

Receiving information

As a secure tenant, you have a right to information about your tenancy. The tenant handbook includes a section about this. You can get other leaflets containing useful information from any community housing office or customer service centre.

Access to personal files

You have a right to inspect your personal file which contains details of your tenancy and rehousing application. However, we can first remove any information given in confidence by someone else (for example, a doctor or social worker). If you want to see your file, you should arrange a time at your local community housing office.

Buying your home

You may be able to buy your home from us. You can find out more about this scheme in the 'Moving on and moving out' information booklet.

Succession




As a secure tenant, it is possible for members of your family (including a partner of the same sex) to take over the tenancy of your home when you die. This is known as 'succession' and a person who takes over the tenancy is known as a 'successor'.

If a person other than your partner wants to take over your tenancy, they must have lived in the property, as their main home, for the 12 months before your death.

If the property is larger than the successor needs, we may, within six to 12 months of your death, apply to take possession of the property. If this happens, we will offer the successor suitable alternative accommodation.

There are the following legal restrictions on succession.

- The tenancy can normally only be passed on by succession once, although there may be exceptional circumstances when this is not the case. You can get more advice on this matter from the local community housing team.
 - The property may have been adapted for an older or disabled person. In these circumstances, we will offer the successor another property suitable to their needs.
 - The property may be much too large for the successor, in which case we will offer a more suitable property. (This does not apply if the successor is your husband, wife or partner.)
- 

However, the city council will allow a tenancy to be taken over by succession twice, except in some situations. The main situation where a property cannot pass on by succession for a second time is where the property is too large (it has two or more bedrooms more than the minimum number the successor needs), and:

- the property is in very high demand from people in urgent need of housing; or
- the property has been the successor's main home for a period that is not considered to be substantial. (In other words, the successor must have lived in the property for a long time, such as 25 years.)

The city council also has the right to refuse a 'second succession' for good housing management reasons (for example, if there has been behaviour that could be considered to be breaking tenancy conditions).

If members of the family living at home cannot agree who should take over the tenancy, we may decide to offer a joint tenancy to two or more family members.

If someone living in a property is not allowed to take over the tenancy, we will ask them to fill in a Your Choice Homes registration form. They will then be considered for housing within the Your Choice Homes policy. See the 'Moving on and moving out' booklet for more information.

Change to a joint tenancy

If you are the only tenant, you can ask to become a joint tenant with someone you are living with. You should do this in writing, giving the reasons for your request.

We will allow this if:

- the person you want to be a joint tenant with is your husband, wife or partner, or someone who has lived with you for at least 12 months; and
- you have not broken the conditions of your tenancy.

If the person you want to share the tenancy with is not your husband, wife or partner, they must confirm that:

- they are living with you permanently; and
- if they ended up being the only tenant, they would be eligible for the property (for example, it would not be too large or adapted for a disabled person).

Change from a joint tenancy

If you have a joint tenancy, but you want the tenancy to be just in your name, ask for this in writing. We will assess the situation and make a decision. Please note that if one tenant asks to end the tenancy, the tenancy will end for all joint tenants and we can decide whether or not to grant a tenancy just to the person who is left in the property.

Our decision would normally be based on the circumstances of the person wanting the tenancy, and whether the tenancy agreement has been broken.

What are my responsibilities?

Rules of your tenancy

When you signed your tenancy agreement, you agreed to keep to the rules governing the way you live in your home. These rules are set out in your tenancy agreement. They are meant to make sure that all tenants can live in their homes without being disturbed by neighbours or their visitors.

If you break any of these rules, we may have to consider taking legal action against you to stop the problem, or to evict you. For more information, see the 'Living in your neighbourhood' booklet.

Paying your rent

Your rent is due every week. If you do not keep your rent payments up to date, we may evict you. There is more information on how you can pay your rent in the 'Your rent' booklet.

If you have any questions about paying your rent, phone the Income Section on 0191 278 7749 or 0191 278 8644.

Looking after your home

You must keep your home well decorated and keep the fittings clean. If you have a garden, you should keep it tidy and not use it to store rubbish or other unsightly materials.

If you want to put up a garden shed or fence, you must get permission in writing from your local community housing team before you start.

Access to your home

We will sometimes have to carry out repairs and maintenance work, and we will need access to do this work. We will give you notice of when someone authorised by us will need to enter the property.

By law, at least once a year we must inspect our gas appliances to make sure they are safe. We must also make sure that appliances are serviced regularly. Depending on the type of appliance you have, this may be either every year or every three years.

Our contractor will make an appointment to visit your home to carry out this important work. You must allow the contractor into your home so that they can carry out the work. If you don't, we will take legal action to enter your home to carry out the work. We may charge you for the cost of the legal action.

Any person calling at your home on our behalf will carry ID and you should ask to see it before letting them in. For more information, see the 'Repairs and servicing' and the 'Improvements and other planned work' booklets.

We take the health of our staff very seriously and want to protect them as far as possible from the dangers of second-hand smoke. To help with this, we ask tenants not to smoke in the same room as any staff visiting your home. Please do not smoke in that room in the 30 minutes before an appointment time or during the visit.

Using your home

The property is let to you as a private home and should be used only for that purpose. You must not use the property for any activities that are likely to cause a nuisance to or disturb any of your neighbours or their families. This includes running a business from your home. You cannot run a business from your home unless you have our permission in writing.

Nuisance and harassment

We are very concerned about the effect nuisance, harassment and antisocial behaviour has on our tenants and on other people living or working in the area. In particular, we will not accept harassment linked to a person's background.

We also want to make sure that anyone working for us is not harassed while they are carrying out their work.

We will take action against any tenant who is responsible for, or allows, antisocial behaviour, nuisance or harassment.

There is more information in the 'Living in your neighbourhood' booklet.

Criminal behaviour

We want to make sure that tenants are protected from the effects of crime on housing estates.

If any tenant, or anyone living with or visiting a tenant, is convicted of using the property for illegal purposes, or of committing an 'arrestable offence' in their local area, we can take action to have them evicted.

(An arrestable offence is one that a person can be arrested for. It includes burglary, theft, robbery, criminal damage, bodily harm and drug dealing.)

Minor repairs

We expect you to carry out and pay for some small repairs to your home. These will include things such as putting handles on inside doors, and replacing toilet seats and sink plugs.

There is a full explanation of the responsibility for repairs in the 'Repairs and servicing' booklet.

People living with you or visiting

As a tenant, you are responsible for the behaviour of anyone in your home. This means that you must make sure that people living in or visiting your home do not break any of the rules of your tenancy agreement.

The tenancy agreement says that you must not act violently or threaten violence towards your partner or any member of your household. Domestic violence can also include financial control and emotional abuse.

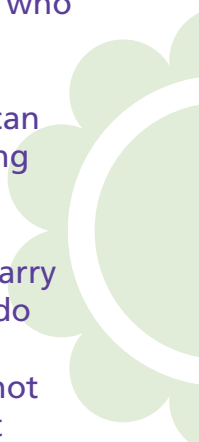
Car parking



You (and your family and visitors) should park your (or their) car (or other vehicle) next to your home, on a public road, a proper parking area or drive only. It must not be parked on grassed areas, footpaths, verges or open spaces. It should be parked so that it does not cause an obstruction to others who may also use the area.

Large vehicles such as caravans and commercial vehicles can annoy neighbours, so you should not park them in parking bays which are meant for cars only.

Repairing vehicles can also disturb neighbours. You can carry out minor repairs and maintenance work as long as you do them in a suitable place and take reasonable care not to annoy other residents. You must make sure that you do not repair more than one vehicle at any one time, and that it belongs to someone living in your home.



Keeping pets

The booklet 'Living in your home' gives more information about what pets you can keep in our properties. Generally, dogs and cats should not cause any problems in a property that does not have a shared entrance or other shared areas, so you are allowed to keep one dog and one cat. However, you cannot keep a dog or a cat in a block of flats. We may allow you to keep an assistance dog, such as a guide dog, but you must get our written permission first.

What happens if I do not meet my responsibilities?

A Housing Officer will discuss the matter with you and tell you what you have or have not done. We will give you every opportunity to explain what has happened. However, if there is no improvement after further warnings, we may take legal action. In the case of very serious misbehaviour, we might take legal action without giving you any further warnings.

We can give you a 'Notice of Seeking Possession'. This tells you that we will ask the court to give us a 'possession order' to allow us to evict you. We can also ask the court for an 'injunction', which is an order to make you meet your responsibilities.

How can my tenancy end?

There are two ways that your tenancy can end.

1. You can end it yourself. For more details, see the 'Moving on and moving out' booklet.
2. It can be ended by court order. We can evict you if we get a possession order from the court. In exceptional circumstances we may offer you another tenancy.

Reasons for getting a possession order

The reasons why we might get a possession order are set out below. If we get a possession order for any of reasons 1 to 7, we must show the court that the reason for wanting possession is reasonable, but we do not need to offer another tenancy unless we must under homeless persons' laws.

1. The conditions of the tenancy agreement have been broken.
2. A nuisance is being caused or is likely to be caused to any person living in, visiting or employed in the area. The person responsible for the nuisance can be you or someone living with or visiting you. This reason also includes any conviction you have, or anyone living with or visiting the property has, for using the property illegally, or for an arrestable offence committed in the area.
 - 2a. You have acted violently or threatened violence towards your partner or any member of your household.
3. Anyone living in the property has damaged it or damaged shared areas.
4. Anyone living in the property has damaged our furnishings.
5. You have, or someone acting on your behalf has, deliberately made a false statement that has led to the tenancy being granted.
6. You have given or received a payment for exchanging your home.
7. The property that you live in is not used mainly as a private home.
8. The property was let on a temporary basis while work was being carried out to your original home.
(We will give you back the tenancy of your original home.)

9. The property is so overcrowded that it is above the legal limit.

10. We need to carry out major work to the property or we are demolishing it.

10a. The property is in a redevelopment area and we need to take possession of it so that we can sell or demolish it.

If we get a possession order for reason 9, 10 or 10a above, we must offer you suitable alternative accommodation.

11. The tenancy is let as part of your job and is now needed for a new employee.

12. Your home has been specially adapted for physically disabled people and there are none living there.

13. Your home has been designed or adapted to be suitable for a person or group of people with special needs and nobody in your household has these needs.

14. A relative other than your husband, wife or partner has taken over the tenancy by succession after your death, and the property is larger than the new tenant needs.

If we get a possession order for reason 11, 12, 13 or 14, we must show that the reason for wanting possession is reasonable and we must offer you suitable alternative accommodation.

How do I give you a compliment, complaint or comment?

We are committed to providing an excellent service to our customers. We would like you to tell us any compliments, complaints and comments you have about our services. Your feedback helps us to find ways to improve services.

For information about how you can give us a compliment, comment or complaint, please see the 'What to do if I have a complaint' section in the 'Welcome to your new home' booklet.



Your Homes Newcastle Limited. Registered in England and Wales Registration Number 5076256
Registered Office: Newcastle Civic Centre, Barras Bridge, Newcastle upon Tyne, NE1 8PR.
A company controlled by Newcastle City Council.