



Your Homes  
Newcastle



# Tenancy agreement

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English	This information is about your responsibilities as a council tenant in Newcastle. If you need this in your language or a different language phone 0191 278 8633.
Bengali	এই তথ্য হল নিউকাসল কাউন্সিলের টেনান্ট হিসাবে আপনার দায় দায়িত্ব সম্বন্ধে। এই তথ্য যদি <বাংলায়> অথবা অন্য কোন ভাষায় প্রয়োজন হয় তাহলে এই নাম্বারে ফোন করুন- ০১৯১ ২৭৮ ৮৬৩৩
Chinese	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。
Farsi	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 <u>۰۱۹۱۲۷۸۸۶۳۳</u> تماس بگیرید.
French	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.
Kurdish	ئەم زانیاریانە سەبارەت بە بەرپرسیاریەکانی ئێوە وەکوو گرێشینیکی شواری شار لە نیوکاسلدا یە. ئەگەر حەزتان لە وەرگرتنی ئەم زانیاریانە بە زمانی کوردی یا هەر زمانێکی دیکه هەیه بە ژماره تیلیفۆنی 0191 278 8633 پێوهندی بگرن.
Portuguese	Esta informação refere-se às suas responsabilidades como inquilino social em Newcastle. Se precisar desta informação em <português> ou noutra língua, queira ligar para o 0191 278 8633.
Russian	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.
Spanish	Ésta es información sobre nuestro servicio de adjudicación. Si necesita esta información en español o en otro idioma, llame al 0191 278 8633.

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# Tenancy agreement

Details of your tenancy

**Address** .....  
.....  
.....

**Tenancy start date** ...../...../.....

This document is a tenancy agreement between

..... (you)

..... (joint tenant)

and the Council of the City of Newcastle upon Tyne  
(we, us).

You are a tenant and we are your landlord. We both have certain rights and responsibilities which we must keep to.

## Joint tenancies

If you have a joint tenancy (in other words where more than one person is the tenant), this agreement applies to all of you. You are all jointly and individually responsible for all parts of this agreement.

## What this agreement means

When you sign your tenancy agreement, you have entered into a legal contract with us. You have rights and responsibilities as a tenant. You are responsible for the behaviour of any person living in or visiting your home. A visitor is anyone you allow into or invite to your home.

We also have responsibilities to you.

We try to make sure our neighbourhoods are safe and peaceful, and we want to work with you to achieve this aim.

This agreement also protects you, your family, the property and other people from antisocial behaviour. It also says you must not harass or cause a nuisance to anybody in your neighbourhood, including our employees, the employees of Your Homes Newcastle as our managing agent, or the employees of any of our partners or contractors.

Other council tenants have the same rights and responsibilities as you. It is important that everyone respects the rights of others. We cannot achieve our aim of maintaining your home and the estate without your co-operation and that of others.

The tenancy handbook which comes with this agreement also explains your rights and responsibilities as a tenant, including other important rights given to you by law.

## 1 Your tenancy

- a Under this agreement you are a tenant. This means that we cannot interfere with your right to live in the property except under the circumstances set out in law.
- b We cannot make you leave the property unless we get a court order after giving you notice that we are going to get an order.
- c Your tenancy is a weekly tenancy.

### Ending the tenancy

- d When you want to give up your tenancy, you must give us four weeks' notice in writing ending on a Monday.

## 2 Your rent

We work out your rent on a 50-week year (or 51-week year). It is a condition of your tenancy that, whenever it may end, we cannot change how we work out your rent. In other words, we cannot work it out on a 52-week (or 53-week) basis.

The rent is due each Monday. You must pay the rent every week. If you want to pay at longer periods than every week, you must pay us for the period to come. We may use any money which we owe you as your

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landlord to pay any rent or charges you owe under this or a previous tenancy.

### **Changes in rent and water authority charges**

- a We may change your rent (including any payment for services) by giving you four weeks' notice in writing.

In properties where there is a single water meter supplying more than one property, we are responsible for collecting water authority charges. This applies to some sheltered housing schemes and temporary accommodation. When water authority charges change we will make these changes from the date they happen, and we will tell you in writing.

## **3 Our responsibilities**

We are responsible for the following.

### **Repairing the structure and outside of your property**

- a Maintaining the structure and outside of your property in good repair, unless the repair is needed because you have not taken care of the property.
- b Maintaining our installations for heating, water heating and sanitation, and for supplying water, gas and electricity. If any of these need repairing because you have not taken reasonable care of the property, we will not be liable for the repair.

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## Repairing shared areas

- c We will take reasonable care (in the case of flats) to maintain the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and lighting, and any other shared areas.
- d We will make reasonable arrangements to keep all outside shared spaces and hedges on our housing estates tidy.
- e We will decorate the outside of all houses and flats when necessary or according to a planned maintenance programme, unless you have decorated it yourself.

## Decorating shared areas

- f We will decorate shared areas of blocks of flats when necessary or according to a planned maintenance programme.

## Access

- g We will make reasonable arrangements with you for getting into your property to either inspect it or carry out repairs, maintenance or improvements to your own or your neighbour's property. If you live in a block of flats, this applies to your own property and any other properties in the block.

## Quiet enjoyment

- h We will not interfere with your peaceful and quiet enjoyment of your property.

## 4 Your responsibilities

As a tenant, you are responsible for the following.

### Rent and using the property

- a You must pay the rent regularly and on time.
- b You must only use the property as a private home.
- c You must take care of our property and fixtures and fittings. This includes telling us about any repairs that are needed for which we are responsible.

### Decoration

- d You must keep the inside of the property clean and reasonably decorated.

### Drains and so on

- e You must keep drains, waste and soil pipes clean and unblocked.

### Gardens

- f You must keep your garden and hedges tidy and free of any unsightly or dangerous materials.

### Flats

- g If you live in a block, you and the other tenants are responsible for cleaning shared areas, entrances, hallways, staircases and landings, unless this is the responsibility of a person we employ.

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- h In blocks, you must make sure that shared areas, entrances, hallways, staircases, passages or bin cupboards are not blocked. You or any people living in or visiting your home must not leave any rubbish there except in the bins we provide for the purpose.

## **Access**

- i You must allow us (or any person we authorise) to enter your property after we have given you reasonable notice to inspect it or to carry out maintenance, improvements or repairs to your property or any other property.

## **Nuisance and annoyance**

- j You must make sure that you, and people living in or visiting your home, do not harass, annoy or cause a nuisance, or do anything likely to annoy or cause a nuisance, to:
  - 1 any person living or working in the local area;
  - 2 any person who lives in a council house; or
  - 3 any of our employees or any person acting for us.
- k You must make sure that you and any people living in or visiting your home keep any pets or other animals under control so that they do not annoy your neighbours or cause a nuisance.

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## **Criminal behaviour**

- l You must make sure that you and the people living in or visiting your home are not convicted of either:
  - 1 using the premises, or allowing them to be used, for illegal purposes; or
  - 2 any arrestable offence (serious offence) committed in the local area around the property.

## **Domestic violence**

- m You must make sure that you do not make your partner leave the property permanently because you are violent or threaten violence to him or her or to members of his or her family who live in the property (see booklet 8 'Living in your neighbourhood' for more information).

## **Damage to property**

- n You must make sure that you and any person living in or visiting your home do not damage or remove any property we own, or try to do so.

## **Racist harassment**

- o You must make sure that you, or people living in or visiting your home, do not harass, annoy, threaten or cause a nuisance to anybody because of their race, colour or ethnic background (see booklet 8 'Living in your neighbourhood' for more information).

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## Encouraging others

- p You must make sure that you and people living in or visiting your home do not encourage any other person to do anything mentioned in paragraphs j to o.

## Parking vehicles and so on

- q You must make sure that you and any person living in or visiting your home do not do any of the following in or near your home without our permission in writing.
- 1 Park or drive any vehicle except:
    - on a suitable hardstanding within the property's boundaries;
    - in a garage;
    - on the road; or
    - in a shared area which we provide as a parking area.
  - 2 Park or store any caravan or heavy goods vehicle in a shared area.
  - 3 Repair or carry out any other work to a vehicle unless the vehicle belongs to a person living in your home and it is the only vehicle you are working on at the time.
  - 4 Park any vehicle so it blocks any other vehicle.

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We may remove any vehicle we find which breaks this condition and may keep it until you pay the costs of removal and storage.

In this condition, shared area means any parking area, footpath, verge, grassed area, open space, and so on (other than a road) we provide for your use and enjoyment. Vehicle also includes any caravan or boat.

## **Repairs**

r You must carry out repairs which are your responsibility as set out in the 'Repairs and servicing' booklet of the tenancy handbook we give you.

## **End of tenancy**

s At the end of your tenancy, you must clear all your belongings out of the property, leaving our fixtures and fittings (or any replacement fixtures and fittings you have provided) in the same condition as they were at the beginning of your tenancy. This does not include reasonable wear and tear or where we have not done repairs.

You must then return the keys to your local housing office, no later than the day on which the tenancy ends. We may treat any belongings left in the property after the end of your tenancy as abandoned and get rid of them in a way we choose.

## 5 Your rights

**a You have the following rights.**

- 1 You can take in lodgers as long as this does not make the property overcrowded.
- 2 You can make minor alterations, additions and improvements to the inside of your property and decorate the outside as long as you use good materials and do the job properly. You must tell us when the work is done so we can keep a record of it and inspect it.
- 3 You may keep small caged birds (not pigeons), small caged animals or a small aquarium. You may keep one dog and one cat if the access to your home is not by a shared entrance.

**b You must get our permission in writing before you do the following.**

- 1 Sublet or give away part of the property.
- 2 Make alterations or additions other than minor alterations or additions to the premises. This includes making any additions or alterations to our fixtures or fittings (for example, fireplaces, sinks, immersion heaters and electrical work) and any addition or alteration connected with providing any services to the property, for example, electricity, gas, water and so on.

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- 3 Put up any outside wireless, TV, satellite or CB aerial.
  - 4 Put up any fence or outbuilding.
  - 5 Use any part of the property for any trade, business or other purpose except as your home.
  - 6 Cause or allow any pet or other animal to be in the property or in any shared part of a block. (You do not need permission to keep small caged birds – except pigeons – or small caged animals or a small aquarium. You do not need permission to keep a dog and a cat if the access to your home is not by a shared entrance).

## **How to get written permission from us**

You should apply to your local community housing team for written permission. We will not unreasonably withhold our permission but may give you certain reasonable conditions on how you carry out work. If you break these conditions, you will also be breaking your tenancy agreement. This does not apply in the case of subletting. If we agree, we will not put any conditions on you.

If we refuse permission in any of the above cases, you will be entitled to a written explanation and you may appeal against our decision.

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**c You must not do the following.**

- 1 Transfer your tenancy to another person without our permission.
- 2 Sublet or give away the whole of the property.
- 3 Allow a dog or cat in the property (if the only access is by a shared entrance in a block of properties) or in any shared part of a block.
- 4 If you live in a high-rise block (six or more storeys), you cannot use a bottled-gas appliance or store any gas bottles in the block.

## 6 Other conditions of your tenancy

- a We can serve any notice on you under this tenancy by leaving it at the property.
- b You can deliver any notice to us at your community housing office or any of the City Council's customer service centres.

Your signature: .....

Signed: .....

for the Housing Manager on behalf of Your Homes Newcastle, managing agent for Newcastle City Council

Date: ...../...../.....

