

Tenancy Condition proposed variation table S103 preliminary notice of variation

Current tenancy condition	Proposed variation tenancy condition
<p><u>Repairing your home</u></p> <p><u>(Conditions 7-12)</u></p> <p>Repairing your home</p> <p>Your Tenancy Conditions:</p> <p>7. We will repair the following:</p> <ul style="list-style-type: none"> a) The structure and outside of the building, including shared parts, (roof, outside walls, outside doors, windows, chimneys and chimney stacks, drains, gutters and outside pipes) b) Inside walls, skirting boards, doors, door frames, floors and ceilings c) Electric wiring, sockets, light fittings and gas and water pipes 	<p>Repairing your home</p> <p>Your Tenancy Conditions:</p> <p>7.We will repair <u>and maintain</u> the following:</p> <ul style="list-style-type: none"> a) <u>the structure and exterior of the dwelling house (including drains, gutters, external pipes and external decoration)</u> b) <u>the installations in the dwelling house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths, showers, toilets and sanitary conveniences but not other fixtures, fittings and equipment for making use of the supply of water, gas or electricity)</u> c) <u>the installations in the dwelling house for space heating and heating water</u>

<ul style="list-style-type: none"> d) Heating equipment (such as fires, radiators and storage radiators) and water heating equipment (boilers and immersion heaters) e) Kitchen and bathroom fixtures (sinks, basins, baths, showers and toilets) f) Pathways and steps which are the main means of getting to your home g) Shared television aerial or shared satellite dish we have provided h) Supporting or retaining walls, and boundary walls and metal railings to the property i) Trees in the boundary of your tenancy where they are causing a danger or damage j) Decoration of the outside and any shared parts of the building k) Furniture and fittings we have provided l) Fixtures or fittings you have added to your home, only if we agreed in writing to maintain them before you put them in <p>8. When you ask for a repair and we agree to do it, we will give you a receipt telling you when we will carry out the repair.</p> <p>9. You are responsible for the following:</p> <ul style="list-style-type: none"> a) Any repairs not listed in condition 7 b) Telling us about a repair we are responsible for as soon as possible c) Taking all reasonable steps to avoid damage d) Decorating the inside of your home 	<ul style="list-style-type: none"> d) Pathways and steps which are the main means of getting to your home e) Shared television aerial or shared satellite dish we have provided f) Supporting or retaining walls, and boundary walls and metal railings to the property g) Trees in the boundary of your tenancy where they are causing a danger or damage h) Furniture, <u>fixtures</u> and fittings we have provided <p>8. When you ask for a repair and we agree to do it, we will give you a receipt telling you when we will carry out the repair.</p> <p>9. You are responsible for the following:</p> <ul style="list-style-type: none"> a) Any repairs not listed in condition 7 b) Telling us about a repair we are responsible for as soon as possible c) Taking all reasonable steps to avoid damage d) Decorating the inside of your home
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e) Looking after any furniture we have provided as part of the tenancy including reporting any damage or faults to us

We may **charge you** if you do not comply with any terms of this condition

10. You are responsible for the safe keeping of keys and fobs we have provided for the property, including door, window and communal access locks. If you lose your keys we will **charge you** the cost of any replacements or lock change

11. You must not apply artex or polystyrene tiles to any walls or ceilings

12. You must not alter or improve your property unless we have given you our **permission**

e) Looking after any furniture we have provided as part of the tenancy including reporting any damage or faults to us

f) Taking reasonable steps to keep your property adequately ventilated and heated to prevent the buildup of condensation, damp and mould

g) Any items that you have installed at your own cost that we gave you permission to install

We may **charge you** if you do not comply with any terms of this condition

10. You are responsible for the safe keeping of keys and fobs we have provided for the property, including door, window and communal access locks. If you lose your keys we will **charge you** the cost of any replacements or lock change

11. You must not apply artex or polystyrene tiles to any walls or ceilings

12. If you are a secure tenant you must not alter or improve your property unless we have given you our **permission**. If you are an introductory tenant you must not alter or improve your property during the introductory period of your tenancy.

What does this mean?

These conditions explain what we are responsible for repairing and what we expect you to do to look after and maintain your home. When you report a repair we will decide how quickly it needs to be completed. We may charge you the cost of repairing or replacing something which is damaged deliberately or due to carelessness. We may waive this charge if you have been the victim of a crime (for example theft, vandalism or break-in).

You must ask our permission before making certain changes to your home. Condition 47 gives further detail about asking for our permission – see page 18 for more information. There is more information on our website about altering your property and the permissions you need.

To be added to further information (new 3rd paragraph to be inserted)

What does this mean?

These conditions explain what we are responsible for repairing and what we expect you to do to look after and maintain your home. All repairs will be assessed and carried out in accordance with the Council's Repairs Policy which provides further detailed information regarding the specific types of repairs which we are responsible for and those which will be your responsibility as the tenant. When you report a repair we will decide how quickly it needs to be completed. We may charge you the cost of repairing or replacing something which is damaged deliberately or due to carelessness. We may waive this charge if you have been the victim of a crime (for example theft, vandalism or break-in).

You must ask our permission before making certain changes to your home. Condition 47 gives further detail about asking for our permission – see page 18 for more information. There is more information on our website about altering your property and the permissions you need.

Where you can, you should try to maintain an ambient temperature throughout your home and where ventilation units are provided they should be switched on to reduce the

	<p><u><i>possibility of condensation and mould occurring. You are advised to clear mould spots as soon as they appear using an antifungal cleaning product. If you have attempted to clean the area and it continues to come back, it should be reported to the Council so that we can arrange for it be inspected and assess the underlying cause and what further action we need to take.</i></u></p>
<p><u>Pets and Animals</u></p> <p><u>(Conditions 18 – 21)</u></p> <p>Pets and animals</p> <p>Your Tenancy Conditions:</p> <p>18. Unless you live in sheltered housing, you may keep domestic pets in your home subject to conditions 19-21</p>	<p>Pets and animals</p> <p>Your Tenancy Conditions:</p> <p>18. Unless you live in sheltered housing, you may keep domestic pets in your home subject to conditions 19-21</p>

19. You must not keep any animal or number of animals which could cause a danger or nuisance or which is not suitable for your property

20. You must properly look after any animal in or visiting your property and not allow it to do anything which could cause a danger, nuisance or annoyance to other people or to cause damage

21. If we tell you to remove an animal or animals from your home you must do so. You must not allow the animal or animals to return. We will tell you in writing, giving the reasons why and the date by which you must comply

What does this mean?

You can keep pets as long as your property is suitable, you look after them properly and ensure the animal does not cause a nuisance to other people.

'Properly looking after' means taking care of the animal's welfare - for example ensuring it has sufficient space, exercise and food, and keeping it clean.

Examples of 'danger, nuisance or annoyance' are excessive barking, fouling, aggressive behaviour and straying.

19. You must not keep any animal or number of animals which could cause a danger or nuisance or which is not suitable for your property. You are not allowed to keep any dog which is banned as defined by the Dangerous Dogs Act 1991 unless you have a valid Certificate of Exemption for the dog

20. You must properly look after any animal in or visiting your property and not allow it to do anything which could cause a danger, nuisance or annoyance to other people or to cause damage

21. If we tell you to remove an animal or animals from your home you must do so. You must not allow the animal or animals to return. We will tell you in writing, giving the reasons why and the date by which you must comply

What does this mean?

You can keep pets as long as your property is suitable, you look after them properly and ensure the animal does not cause a nuisance to other people.

'Properly looking after' means taking care of the animal's welfare - for example ensuring it has sufficient space, exercise and food, and keeping it clean.

Examples of 'danger, nuisance or annoyance' are excessive barking, fouling, aggressive behaviour and straying.

*In addition you must comply with any laws relating to keeping animals. For example 'chipping' your dogs and not keeping any banned breeds.
If you do not comply with these conditions we may tell you to remove your animal and will take legal action against you if you do not do so.*

*In addition you must comply with any laws relating to keeping animals. For example 'chipping' your dogs and not keeping any banned breeds.
If you do not comply with these conditions we may tell you to remove your animal and will take legal action against you if you do not do so.*

Using your home

(Condition 27)

Using your home

Your Tenancy Conditions:

27. You must use the property to live in as your only and principal home

Using your home

Your Tenancy Conditions:

27. You must occupy the property as your only and principal home otherwise the Council may take action to end your tenancy by serving a Notice to Quit on you.

You must not leave the property unoccupied for more than one calendar month without informing us, except in exceptional circumstances, or we may assume that you have abandoned

<p><u>In the explanatory note to using you home page 13 para 3</u></p> <p>What does this mean?</p>	<p><u>the tenancy and may commence investigations under our Abandonment Procedure.</u></p> <p><u>The Council conducts periodic home visits to the properties it rents to tenants. We check our Council homes to make sure that they are occupied by the rightful tenants and that all other conditions of tenancy are being met. Whenever we visit, we may ask you and any member of your household for proof of Identification.</u></p> <p>(Move wording from p23 re abandonment and notice to quit to explanatory note for using your home p13)</p> <p><u>In the explanatory note to using you home page 13 para 3</u></p> <p>What does this mean?</p>
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You must continue to live in the property and should let us know if you are going to be away from your home for an extended period of time. We can take action to take back the property if we believe you are not living in it.

Abandonment and Notice to Quit
page 23 explanatory note

If you abandon your property, we will treat it as a tenancy surrender and may re-let it. You are responsible for the rent until we accept the surrender. If you don't use the property as your only and principal home, we may serve you with a Notice to Quit

You must continue to live in the property and should let us know if you are going to be away from your home for an extended period of time. We can take action to take back the property if we believe you are not living in it.

(Abandonment and Notice to Quit moving text to create new 4th paragraph what does this mean p13)

If you abandon your property, we will treat it as a tenancy surrender and may re-let it. You are responsible for the rent until we accept the surrender. If you don't use the property as your only and principal home, we may serve you with a Notice to Quit

Using your home

(Condition 29 access)

Using your home

Your Tenancy Conditions:

29. You must allow our employees, agents or contractors to enter the property to inspect the property, carry out repairs or improvements, service appliances or carry out any of our duties. We will give you reasonable notice if we need to access the property. We may take steps to enter the property without giving notice in the event of an emergency

Using your home

Your Tenancy Conditions:

29. You or a member of your household must allow or arrange for our employees, agents, contractors or other statutory bodies to enter your property at all reasonable hours for any reasons set out below:

- (a) to carry out maintenance, improvements, repairs or other works we are responsible for,
- (b) to carry out repairs or other works to common areas, neighbouring properties or land owned by us, or where we are otherwise legally required to allow access to the property by a third party, for example under the Access to Neighbouring Land Act 1992,
- (c) to carry out all statutory Inspections and safety checks required at the property (including annual gas safety inspections, electrical testing inspections and asbestos inspections),
- (d) to service all appliances at the property
- (e) to carry out periodic home visits and inspect the condition of the property, and
- (f) to otherwise carry out any of our duties.

We will give you reasonable notice if we need to access the property.

<p>What does this mean?</p> <p><i>This condition explains that you must allow us access to the property when we need to carry out our duties. 'Reasonable</i></p>	<p><u>We may take steps to enter the property without giving notice in the event of an emergency.</u></p> <p><u>You or any member of your household must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces. You or any member of your household must not allow any accumulation of personal property or rubbish or other items to prevent or obstruct any access to your property.</u></p> <p><u>29A. If there are any gas appliances or flue (including, fires, cookers or gas pipework) within the property, we will need to inspect this annually and carry out any necessary work. If we cannot carry out this inspection or work because you do not respond to our request to let us into your property, or otherwise refuse us access, we will serve a seven-day notice telling you when we will call. If you do not let us in on that occasion, we may force entry to carry out the necessary inspection and any associated work and charge the costs of this to you. We may also cap-off any gas supply if it is found to be unsafe. You will be notified afterwards of the action we have taken and issued with a key to the new lock. We will take reasonable care in forcing entry and we will leave your home as effectively secured against trespassers as we found it.</u></p> <p>What does this mean?</p> <p><i>This condition explains that you must allow us access to the property when we need to carry out our duties. 'Reasonable</i></p>
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notice' will depend on the reason we need access. In some cases we may need to visit without an appointment.

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Gardens & Communal Areas

(Conditions 36-39)

Gardens & Communal Areas

Your Tenancy Conditions:

Gardens & Communal Areas

Your Tenancy Conditions:

36. You must keep your garden tidy, so that it does not become overgrown or spoil the look of the surrounding area

37. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our **permission**

36. You are responsible for making sure that your gardens, yards, hedges, fences and gates, garages and other outbuildings at your home are maintained in a good and tidy condition and are kept free from refuse or unwanted items. In addition, you must comply with the following conditions:

- a) Hedges, bushes and shrubbery should be cut and kept at a maximum height of 1.83 metres (6 feet) at the back and side of the premises and 1.4 metres (4 feet 7 inches) at the front of the premises.
- b) Where the hedge(s) form a boundary with an alleyway, a neighbour, and/or public pathway you will be responsible for keeping the hedge trimmed to allow access.
- c) You must not plant any climbing plants, which may damage the fabric of the building in anyway (such as, for example, ivy) against your property or building.
- d) You must remove self-seeding climbing plants and self-set trees. We reserve the right to recharge for the cost of removal of any such (trees, including tree stumps) vegetation and plants that we remove.

37. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our **permission**

38. You must regularly trim hedges, bushes and shrubbery so that they do not exceed a height of two metres, become overgrown, or cause an obstruction

39. You must not plant or cut down any tree without our permission

What does this mean?

The garden must be kept in a good condition, for example:

- *No vegetation obstructing roads or footpaths*
- *No rubbish or waste*
- *Grass cut, shrubs pruned and hedges trimmed*
- *No dog faeces in the garden*
- *Maintaining any garden features you have put in*

~~38. You must regularly trim hedges, bushes and shrubbery so that they do not exceed a height of two metres, become overgrown, or cause an obstruction~~

38. If you are a secure tenant you must not plant or cut down any tree without our **permission**. If you are an introductory tenant you must not plant or cut down any tree during the introductory period of your tenancy.

39. Trees in tenants' gardens are subject to routine inspection in order to detect and reduce risks to health and safety or potential damage to property. You must allow access to the Council, Council employees, their contractors, agents or other statutory bodies in order to allow for this inspection to be carried out.

(Additional wording to be included to in explanatory notes)

What does this mean?

The garden must be kept in a good condition, for example:

- No vegetation obstructing roads or footpaths
- No rubbish or waste
- Grass cut, shrubs pruned and hedges trimmed
- No dog faeces in the garden

Do not leave unwanted items of household furniture or rubbish bags in your garden. You should either take them to your nearest recycling centre or contact Veolia to arrange a bulky waste collection (you may be charged for this).

If you want to put a shed or outbuilding in your garden you need to ask our permission first. You will also be responsible for seeking any additional Planning Permission and/or complying with any relevant regulations.

You should contact us if you are struggling to maintain your garden.

- Maintaining any garden features you have put in

Do not leave unwanted items of household furniture or rubbish bags in your garden. You should either take them to your nearest recycling centre or contact Veolia to arrange a bulky waste collection (you may be charged for this).

If you are secure tenant and you want to put a shed or outbuilding in your garden you need to ask our permission first. You will also be responsible for seeking any additional Planning Permission and/or complying with any relevant regulations.

If you are an introductory tenant, you will not be permitted to put a shed or outbuilding in your garden during the introductory period.

The Council will maintain trees in the boundary of a tenancy where they are causing a danger or damage. Tenants are able to make requests for pruning, replacement or removal works to the Council each request will be investigated and any decision to carry out work will be based upon individual circumstances which will be assessed in accordance with the Council's relevant Tree policies and strategies in force at the time.

You should contact us if you are struggling to maintain your garden: so that we can identify the support you need.

Ending your tenancy

(Conditions 44-46)

Ending your Tenancy

Your Tenancy Conditions:

44. You must give us at least 4 full weeks' notice (ending on a Monday) in writing if you want to end your tenancy

Ending your Tenancy

Your Tenancy Conditions:

44. You must give us at least 4 full weeks' notice (ending on a Monday) in writing if you want to end your tenancy. You may give or send us any Notice about your tenancy (except for Notices about legal action against us) by addressing it to **Housing and Neighbourhood Service PO Box 5967, Sheffield S2 9GH** or by delivering it to your Local Neighbourhood Office.

Send Notices about legal action to **The Chief Legal Officer, Town Hall, Sheffield, S1 2HH.**

45. You must clear the property and give us vacant possession at the end of the tenancy, hand in all keys and ensure that the property is clean, safe, tidy and in a reasonable state of decoration. We may **charge you** for costs that we incur by putting right any breaches of these Tenancy Conditions

46. You must not damage, sell, remove or dispose of any furniture belonging to us which is provided as part of your tenancy. We will **charge you** the cost of replacing furniture if you break this condition

In addition to any way permitted by law, we may serve any Notice on you at the dwelling by putting it through the letterbox or fixing it to the dwelling, by leaving it with somebody for you at the dwelling or by post.

45. You must clear the property and give us vacant possession at the end of the tenancy. You must also, ~~hand in all keys~~ and ensure that the property is clean, safe, tidy and in a reasonable state of decoration. All keys or fobs to the property must be handed in to the Local Neighbourhood Office or the First Point at Howden House by close of business on the day the tenancy ends. If you do not do this, we may charge you a further week's rent and any other reasonable costs. We may also **charge you** for any other costs that we incur by putting right any breaches of ~~these~~ **your** Tenancy Conditions

46. You must not damage, sell, remove or dispose of any furniture belonging to us which is provided as part of your tenancy. We will **charge you** the cost of replacing furniture if you break this condition

Introductory Tenancies

Introductory tenancies – no existing provisions

(To be inserted after condition 48)

Introductory Tenants

If your new tenancy started on or after 1st October 2023 you will be an introductory tenant unless you are transferring from a secure tenancy or an assured tenancy with a registered social landlord (but not an assured shorthold tenancy).

Your introductory tenancy is a tenancy for a trial period for the first 12 months (unless it is extended). If you keep to the terms and conditions of this tenancy agreement, and the Council has not started possession proceedings during the introductory period, then you will automatically become a secure tenant at the end of the introductory period.

If you do not comply with the terms of your introductory tenancy, the Council has the right to extend your introductory tenancy by an additional six months. Before taking this action, the Council will give you notice of its intention to do this, and you will have the right to request a review of the decision to extend your introductory tenancy.

If you do not comply with the terms of your tenancy agreement the Council can also apply to the Court for a possession order that will result in you being evicted from your home.

Before applying to Court, the Council must give you notice and tell you the reasons why it is evicting you and you will have the right to request a review of the decision.

Your rights as an introductory tenant

As an introductory tenant you have fewer legal rights than you do as a secure tenant. You do not have the following rights:

- Right to buy although the introductory period counts towards the discount.
- Right to mutual exchange (swap homes) although the Council may consider requests for exceptional reasons.
- Right to take in lodgers
- Right to sublet
- Right to improve your property and right to compensation for improvements
- Right to assign although the Council may consider requests for exceptional reasons.
- Right to vote prior to transfer of a new landlord

An introductory tenant will acquire the above rights when they become a secure tenant.

Right to succeed – Introductory Tenants do have some succession rights however these are different to the rights of secure tenants. The following succession rules apply to Introductory tenants.

For sole introductory tenants who did not take the tenancy over from a family member:

If you die whilst your tenancy is still introductory and you were married or in a civil partnership at the time of your death then your tenancy will pass to your husband, wife or civil partner if he/she occupied the property as his/ her only or principal home at the time of your death.

If you do not have a husband wife or civil partner at the time of your death then your tenancy can pass on to a member of your family who occupied the property as his/ her only or principal home at the time of your death provided they resided with you throughout the 12 months immediately prior to your death.

For joint introductory tenants who did not take the tenancy over from a family member:

If the tenancy is a joint introductory tenancy then if one joint tenant dies the property will pass to the other joint tenant and will count as a succession.

Where the original tenancy was an introductory tenancy the tenancy that you will succeed to will also be an introductory tenancy.

Reason for evicting you

Introductory tenants

It is important that all introductory tenants comply with their tenancy conditions during the introductory period because you can be evicted more easily during this stage of your tenancy.

	<p><u>If you have broken any of the tenancy conditions, then as an alternative to taking legal action the Council may first consider extending your introductory tenancy for a further 6 months. If we wish to extend you introductory tenancy, then we will have to give you a Notice of Extension which will tell you the reasons why we are extending the tenancy. You can ask us to review this decision.</u></p> <p><u>If you continue to breach your tenancy conditions even after your introductory tenancy has been extended or if a serious breach occurs that warrants more serious action, then the Council will then consider taking legal action to end your tenancy. Before we can evict you, we must first serve you with a Notice of Proceedings for Possession telling you that we will be asking the court for a possession order and setting out the reasons for applying for the notice. You can ask us to review this decision.</u></p> <p><u>The court must grant an outright possession order once it is satisfied that we have followed the correct statutory procedures.</u></p>
<p><u>Front Cover (needs amending as refers only to secure tenants)</u></p>	<hr/> <p><u>Further changes and amendments needed to ‘ You and your home document</u></p> <p><u>Front Cover (needs amending as refers only to secure tenants)</u></p>

<p>Housing & Neighbourhood Service You and Your Home</p> <p>Your tenancy conditions, what they mean and your rights as a secure tenant</p>	<p>Housing & Neighbourhood Service You and Your Home</p> <p>Your tenancy conditions, what they mean and your rights as a secure <u>and introductory</u> tenant</p>
<p><u>Contents Page (p 2)</u></p> <p>Contents Introduction Paying your rent Repairing your home District heating Nuisance and anti-social behaviour Pets and animals Keeping you safe Using your home Gardens and communal areas Using and parking vehicles Ending your tenancy Asking for permission Charging you Your rights as a secure tenant</p>	<p><u>Contents Page (p 2)</u></p> <p>Contents Introduction Paying your rent Repairing your home District heating Nuisance and anti-social behaviour Pets and animals Keeping you safe Using your home Gardens and communal areas Using and parking vehicles Ending your tenancy Asking for permission Charging you Your rights as a secure tenant <u>Introductory tenants and your rights</u></p>

Useful information on our website

Introduction (page 3)

Introduction

Welcome to your tenancy with Sheffield City Council. We hope you will be very happy in your new home.

We want all our tenancies to be successful and for that to happen, it's important everyone knows what their responsibilities are.

Our Tenancy Conditions set out what we expect from you as our tenant and also what you can expect from us as your landlord. This forms the agreement between you and us.

The basic conditions of your tenancy are:

We will:

- Rent the property to you and keep it in a good state of repair

Secure tenants and your rights

Useful information on our website

Introduction (page 3)

Introduction

Welcome to your tenancy with Sheffield City Council. We hope you will be very happy in your new home.

We want all our tenancies to be successful and for that to happen, it's important everyone knows what their responsibilities are.

The Tenancy Agreement you have signed with us forms a legal contract between you as our tenant and Sheffield City Council as your landlord. Your Tenancy Agreement specifies the type of tenancy you currently hold with us.

Our Tenancy Conditions set out what we expect from you as our tenant and also what you can expect from us as your landlord. They cover both Introductory and Secure Tenancies. This forms the agreement between you and us.

The basic conditions of your tenancy are:

We will:

- Rent the property to you and keep it in a good state of repair

You must:

- Pay your rent
- Look after and carry out any day to day maintenance to the property
- Not cause a nuisance or danger to people nearby

This leaflet explains everything you need to know in more detail.

It's very important you read and understand your Tenancy Conditions.

Breaking your Tenancy Conditions could lead to you losing you home.

Individual conditions which need amending to cover both secure and introductory tenants

You must:

- Pay your rent
- Look after and carry out any day to day maintenance to the property
- Not cause a nuisance or danger to people nearby

This leaflet explains everything you need to know in more detail.

It's very important you read and understand your Tenancy Conditions.

[If you are in financial hardship or unable to sustain your tenancy due to vulnerability, please contact us so we can help coordinate any additional support that might be required.](#)

Breaking your Tenancy Conditions could lead to you losing you home.

Individual conditions which need amending to cover both secure and introductory tenants

Condition 12: Repairing your home (improving home condition)

12. You must not alter or improve your property unless we have given you our **permission**.

Condition 26: Using your home (Subletting part of home condition)

26. You must not sublet any part of your property without first obtaining our **permission**.

Using your home - What does this mean – para 1 p13

You can charge other people for living in one or more of your rooms as long as you comply with certain conditions. This is known as subletting. You must first obtain our permission, continue to live in the property and ensure the property does not become overcrowded.

Condition 12: Repairing your home (improving home condition)

12. If you are a secure tenant you must not alter or improve your property unless we have given you our **permission**. If you are an introductory tenant you must not alter or improve you property during the introductory period of your tenancy.

Condition 26: Using your home (Subletting part of home condition)

26. If you are a secure tenant you must not sublet any part of your property without first obtaining our **permission**. If you are an introductory tenant you must not sublet any part of your property during the introductory period of your tenancy.

(explanatory note – Using your home)

Using your home - What does this mean – para 1 p13

If you are a secure tenant you can charge other people for living in one or more of your rooms as long as you comply with certain conditions. This is known as subletting. You must first obtain our permission, continue to live in the property and ensure the property does not become overcrowded.

	<p><u>If you are an introductory tenant, you have no automatic right to sublet any part of your property during the introductory period.</u></p>
<p><u>Condition 35: Gardens & Communal Areas (Changing Boundary Condition)</u></p> <p>35. You must not change the boundary of your property without our permission.</p>	<p><u>Condition 35: Gardens & Communal Areas (Changing Boundary Condition)</u></p> <p>35. <u>If you are a secure tenant</u> you must not change the boundary of your property without our permission. <u>If you are an introductory tenant you must not change the boundary of your property during the introductory period of your tenancy.</u></p>
<p><u>Condition 37: Gardens & Communal Areas (putting up, change, demolish garage or structure condition)</u></p> <p>37. You must not put up, change or demolish a garage or any other structure within the boundary of the property without our permission</p>	<p><u>Condition 37: Gardens & Communal Areas (putting up, change, demolish garage or structure condition)</u></p> <p>37. <u>If you are a secure tenant</u> you must not put up, change or demolish a garage or any other structure within the boundary of the property without our permission. <u>If you are an introductory tenant you must not put up, change or demolish a garage or any other structure within the boundary of the property during the introductory period of the tenancy.</u></p>

Condition 39: Gardens & Communal Areas (Planting / cutting down trees condition)

39. You must not plant or cut down any tree without our **permission**

(Explanatory notes also need to be amended – Gardens & Communal Areas)

Gardens and Communal Areas

What does this mean?

If you want to put a shed or outbuilding in your garden you need to ask our permission first. You will also be responsible

Condition 39: Gardens & Communal Areas (Planting / cutting down trees condition)

~~39.~~38. If you are a secure tenant you must not plant or cut down any tree without our **permission**. If you are an introductory tenant you must not plant or cut down any tree during the introductory period of your tenancy.

(Explanatory notes also need to be amended – Gardens & Communal Areas)

Gardens and Communal Areas

What does this mean?

If you are secure tenant and you want to put a shed or outbuilding in your garden you need to ask our permission first.

for seeking any additional Planning Permission and/or complying with any relevant regulations.

You will also be responsible for seeking any additional Planning Permission and/or complying with any relevant regulations.

If you are an introductory tenant, you will not be permitted to put a shed or outbuilding in your garden during the introductory period.

Condition 41: Using and parking vehicles (building a hardstanding condition)

41. You must obtain our **permission** to build a hard-standing in your garden

Condition 41: Using and parking vehicles (building a hardstanding condition)

41. If you are a secure tenant you must obtain our **permission** to build a hard-standing in your garden. If you are an introductory tenant you must not build a hard-standing in your garden during the introductory period of your tenancy.

Your rights as a secure tenant - p 20 current tenancy conditions

Your Rights as a secure tenant

Your rights as a secure tenant - p 20 current tenancy conditions

Change heading from your 'rights as a secure tenant' to 'Secure tenants and your rights' (or 'Secure Tenancies and your rights')

Secure tenants and your rights

The following rights are set out in our [Allocations Policy](#) and are subject to change. If you want to have a look, the most recent version is on our website.

If you did not take over the tenancy from a family member, on your death:

- Your spouse, civil partner (which includes a person living with you as your spouse or civil partner) has the right to succeed to the tenancy if they lived with you at the time of your death and the property is their only and principal home
- Another family member can take over the tenancy if they lived in the property throughout the 12 months prior to your death and the property is your only and principal home
- If more than one person qualifies for the tenancy, your spouse or civil partner is entitled to take it over. If you have no spouse or civil partner living with you, everyone entitled to the tenancy must agree who will take it on – if agreement cannot be reached, we will decide
This is an express term of your secure tenancy.

People who are not entitled to take over your tenancy may, in certain circumstances ([set out in our Allocations Policy](#)), be granted a new secure tenancy of your property.

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This is an express term of your secure tenancy.

People who are not entitled to take over your tenancy may, in certain circumstances ([set out in our Allocations Policy](#)), be granted a new ~~secure~~ [introductory](#) tenancy of your property.

Reasons for us to evicting you (p22)

We can only evict you if we give you a 'Notice Seeking Possession' and apply to the court to end your tenancy. If the court is satisfied it is reasonable then, with the court's agreement, we can evict you if:

- You don't pay your rent
- You are in breach of your tenancy conditions
- You or anyone living with you or visiting you causes a nuisance or annoyance to other people, has been convicted for using the premises for illegal or immoral purposes, or convicted of an offence in or near the premises
- You have been living with someone as their partner and they leave because of violence from you, either to them or a member of their family, and it's unlikely they'll return
- You or anyone living with you has damaged the property or communal area
- You or anyone living with you has damaged furniture provided by us
- You got the tenancy because you or somebody on your behalf made false statements
- You refuse to leave a property we let to you temporarily while work was carried out to your permanent home

You will usually have the chance to put things right before we evict you. However if the breach is serious we may seek eviction straight away. If the court is satisfied it is reasonable

Reasons for us to evicting you (p22)

Secure Tenants

We can only evict you as a secure tenant if we give you a 'Notice Seeking Possession' and apply to the court to end your tenancy. If the court is satisfied it is reasonable then, with the court's agreement, we can evict you if:

- You don't pay your rent
- You are in breach of your tenancy conditions
- You or anyone living with you or visiting you causes a nuisance or annoyance to other people, has been convicted for using the premises for illegal or immoral purposes, or convicted of an offence in or near the premises
- You have been living with someone as their partner and they leave because of violence from you, either to them or a member of their family, and it's unlikely they'll return
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and suitable alternative accommodation is available, we can evict you if your home:

- Is overcrowded as defined in the Housing Act 1985
- Is being altered or demolished and this can't be done while you're still living there
- Was designed or adapted for a disabled person who no longer lives there and the property is now needed for a disabled tenant
- Has special services provided which are no longer needed by the current occupants but are needed by someone else
- Is much larger than you reasonably need after taking over the tenancy from a family member. We will consult you and offer alternative accommodation which meets your reasonable needs.

If it goes to court, you can challenge our reasons to evict you and/ or the suitability of alternative accommodation offered. You should get legal advice before you do this.

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In the table: Black = original condition wording / Red = Proposed amended wording / ~~Black~~ = deleted wording

Should you require a translation of this document, please contact StrategicChangeConsultation@Sheffield.gov.uk