

Summary of changes to the tenancy agreement

Your Rights as a tenant

The Right to improve your home –

Tenants need permission to carry out improvement works or to decorate fixtures not normally decorated but not for decoration to walls, ceilings and doors where appropriate. This is to prevent people from painting kitchens, tiles etc

The Right to succession – limiting succession to partner/spouse and removing 'contractual' succession in line with current legislation (see separate advice sheet).

The Right to take in a lodger – tenants must inform Housing Benefit and Housing.

The Right to sub-let part of your home – tenants must inform Housing Benefit and Housing.

Our Responsibilities and Rights

Repairs and Maintenance: The Council will be responsible for – any solar panel equipment owned by CYC (not those owned by a third party)

Repair service standards has been removed and will be available in factsheet form or on the website as these can change over time.

Your Responsibilities

Rent and Other Charges

Your weekly rent –

Payable rent – now includes flexible tenancy start date and reads:

Rent, including any service charges is due on Mondays and is payable in advance. Your tenancy is a weekly agreement which runs from Monday to Sunday. Rent is due on Mondays and payable in advance. Your tenancy can start any day of the week and for the first week only will be calculated on how many days are left in the week. In this case the first full weeks rent will be due from the following Monday. You must also

make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. **If you are in receipt of housing benefit or any welfare benefit awarded to help you make rent payments, it is still your responsibility to ensure that your rent is paid.**

If you have agreed to receive the Intensive Housing Management service you will pay the weekly charges for this service as further additional rent. The charge for this will be notified to you by the Council and may increase from time to time as advised by the Council. Intensive Housing Management means practical advice and help to ensure you manage your home well and abide by the terms of your tenancy.

Non payment of rent

Non payment of service and other charges as well as basic rent may result in legal action to end the tenancy.

Previous Tenancies –we will apply to court for possession or other appropriate action if you do not pay Former Tenant arrears.

Ending your tenancy: Notice and return of keys –

- Requirement to return keys by 10am on a Monday to avoid rent for that week.
- Customer to hand keys in to West Offices or another office by pre arrangement.
- You must not leave keys with anyone else
- We will recharge for any work necessary for replacing keys and for rent loss incurred by a delay in returning the keys.
- Notification that we may apply to change gas and electric supplier during the notice period
- Requirement to give a forwarding address
- Requirement to give the name of someone who would deal with their affairs in the event of a death.
- If you fail to leave the property in a clean and tidy condition, or leave behind unwanted furniture you will be recharged for additional costs that the Council incur.

Access to the Property during the Notice Period – Requirement to allow access to council staff during the notice period, allowing repairs to

be carried out, allowing photos to be taken and prospective tenants to be shown around.

Repairs which are your responsibility –a list of repairs that tenants are responsible for and informs tenant that they may change from time to time.

- **Bath and sink plugs and chains**
- **Chimney Sweeping (if you have an open fire)**
- **Cookers (unless you rent one from City of York Council)**
- **Door Bells (except door entry systems)**
- **Washing Machine Fittings (unless fitted by the council)**
- **Decoration inside the home**
- **Wooden Sheds (unless provided to house a wheelchair)**
- **Door Name plate**
- **Timber Garage**
- **Smoke Alarms (battery replacement)**
- **Internal light bulbs including fluorescent light tubes**
- **Security Light bulbs**
- **Any items damaged by you**
- **Any items fitted by you including**

Also included now:

Tiles, Showers, Heating systems, Locks, Kitchen Units, Floor coverings, Gates and Fencing.

Accidental home contents insurance

We strongly advise you to insure the contents of your home for accidental damage. If you accidentally damage fixtures and fittings in your home such as a wash hand basin or glass in windows, we will not cover the cost of this repair. If we repair it we will recharge the cost to you. Our Home contents insurance policy can insure you against such accidental damage.

Access to the property for repairs and inspection – requirement to allow access for periodic property and tenancy inspections (or similar) and the taking of photographs / video for evidential or identification purposes.

You will be recharged for an emergency call out or wasted call by a gas engineer if there is no credit on the meter and a further call out takes place.

If no access allowed for gas service we may apply to court for an injunction order or a possession order.

Care of the Property –

Requirement not to excessively clutter the home so as to cause health and safety problems, access to essential services and damage to the property.

CYC will remove any items left in communal areas to keep the environment sterile and in line with current procedures and relevant legislation.

Gardens, outbuildings and other external areas –

You must keep your garden neat and tidy this includes managing the lawn, removing weeds, pruning hedges, shrubs and trees. If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it.

You are responsible for any trees that are within the boundary of the Property but you (or someone on your behalf) cannot cut down trees and hedges within the boundaries of your home without first getting written Council permission. You must not plant very large or fast growing trees or conifer species in the gardens of the property or that may cause damage, nuisance or obstruction. If you think that a tree may be dangerous you must report this to us. Where we decide that any trees or shrubs are a nuisance or dangerous we will prune, replace or remove.

You cannot drive or park a variety of motor vehicles including a motor home or boat within the boundaries of their home, including the front and rear garden, or take them over council owned grass verges without providing a hard standing to a specified standard and a car crossing over the pavement or path.

Caravans and motor homes can only be parked and stored within the boundary of the property and must not be used to live in, play in or sit in. No person can reside temporarily or permanent in the front or rear garden of your property.

No person can reside temporarily or permanently in the front or rear garden of your property.

You must not keep a vehicle or vehicles within the boundary of the property that have no road tax or insurance without the express permission of City of York Council Housing Services.

Communal gardens – you must allow access and photos to be taken.

Tenants **must not** store rubbish, furniture, household appliances or any unsightly objects in their garden, or in any shared garden.

Improvements to your home – we will take legal action if you make improvements without our written permission and do not put things right when we ask.

Health and Safety

Added to the list of things which are considered to compromise H&S:

Interference with equipment for the supply of electric, gas, water or other utilities

Disposal of Household Waste –The Council will recharge and take action if there are persistent problems with mismanagement of waste.

You must also ensure that you make full use of the recycling facilities provided, ensuring all recyclable waste is placed in the correct container provided.

You must put household waste bins or recycling bins and boxes out on time and bring them in promptly when they have been emptied, so as not to cause any obstructions.

Occupying the property – if a tenant is away for more than one month without notifying Housing, we will deem them as no longer living there and seek possession.

Where we suspect someone is not living at a property Housing will ask the tenant to prove to CYC that they are living there and will involve Veritau (fraud) and carry out checks.

Overcrowding –may apply for possession where the tenant has allowed statutory overcrowding.

Sub-letting- we will liaise with other agencies such as Veritau and share information if it is believed that the tenant is sub-letting without our knowledge and consent. Housing will take legal action if it is believed that the tenant has sub-let the property without our knowledge or consent and will ask the court that they pay the costs of this application.

Harassment - You must not commit or allow member of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.

Communal (shared) Areas - tenants and their visitors cannot smoke in communal areas and congregate, especially at night as this may cause a nuisance to others in the block.

If your property is a flat with shared areas, it is your responsibility to keep these areas clean, tidy and free from personal items and rubbish even where cleaners may be employed to clean the shared areas periodically. If the council have to remove your items you will be charged for this. All residents will be charged where items have been removed and ownership can not be determined.

Pets – CYC forbid certain categories of animal (defined as dangerous and livestock not suitable for domestic environment) and the requirement for permission to keep pets / animals. This to be withdrawn in appropriate circumstances. Also you must restrain animals when passing through shared areas.

False information – Tenants and their household must not commit housing related fraud which is linked to the tenancy, this includes housing related benefit fraud.

Sheltered accommodation – this is an entirely new section so the full text is included below:

Sheltered accommodation provides a supported environment primarily for older people, which includes some communal space for social activities. To meet the criteria for this type of accommodation, you must be 60 or over or have physical disability or long term health condition. All

schemes are linked to an emergency alarm system and have access to an emergency alarm response service. There are additional service charges for living in sheltered housing. You may be eligible to receive help with some or all of this payment. Due to the nature of this accommodation additional responsibilities apply to tenants in Sheltered Housing.

Safety:

You must allow housing staff to enter your flat to make regular safety checks to the emergency alarm call equipment in your flat.

Smoking is not permitted in any of the communal areas of the scheme (hallways, dining room etc).

You must not keep mobility scooters or other mobility equipment (wheelchairs, walking frames etc) in communal hallways. Designated storage areas are available and may be used to store mobility scooters subject to available space. You must not use mobility scooters inside the scheme. You must transfer to other mobility aids once inside the scheme.

You must not encourage wild (feral) pigeons, rats, mice or grey squirrels into your home or garden/balcony areas. You must keep balcony/garden areas tidy, and not allow a build up of bird droppings.

Pets:

You may not keep a pet in your home unless you have written permission from a housing officer. Dogs must be kept on a lead at all times in communal hallways, and are not allowed in any other communal areas. Pets must not be allowed to roam free in communal areas. Permission for pets may include reasonable conditions, and permission may be withdrawn if they cause a nuisance to other tenants living in the scheme.

You do not need permission to keep an assistance dog, and these may accompany you into communal parts of the scheme.

You must not allow pets to foul in communal garden areas of the scheme, or on footpaths outside the scheme. All waste must be disposed of responsibly.

Lodgers:

You must not overcrowd your home, and must not take in a lodger unless you have written permission from a housing officer. Any person who you have living with you as a lodger must not cause any disruption to other tenants, and permission may be withdrawn at any time if a lodger causes disruption or nuisance to other tenants.

You should note that if you take in lodgers and they pay you, this might affect your claim if you are in receipt of Housing Benefit. You must tell the Housing Benefits section of the Council about any changes in your circumstances.

We may seek possession of your tenancy if you take in an unauthorised lodger.

Succession:

When you die, your tenancy will pass to your spouse or civil partner (this includes couples of the same sex) if he or she lived in the property as their only or main home when you died. If you are not married or in a civil partnership your tenancy will not pass onto a partner or another relative, regardless of whether they are living with you on the date of your death.

Use of communal areas:

The communal areas are provided for the enjoyment of all tenants. Tenants are free to use the communal areas to arrange social activities, but these must be open to the attendance of other tenants, and may not be booked for private functions.

Communal areas must be kept tidy after use by tenants, for example clearing up after food preparation or after parties and other social gatherings. Persistent failure to do so may be regarded as a breach of your tenancy agreement

You must behave in a respectful manner towards council staff and other tenants. For example you must not swear or use other offensive language, behave aggressively, or attempt to exclude other tenants from social activities in communal areas.