



North Tyneside Council

Tenancy agreement

October 2018



North Tyneside Council

Tenancy Agreement

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Introduction

This tenancy agreement sets out your rights and responsibilities as a tenant, and those of the Council. Your main point of contact for everything concerning your tenancy and your home will be North Tyneside Council.

The council wants its communities to be friendly, well cared for and safe. The tenancy agreement sets out clearly the rights and responsibilities of the council and its tenants in helping to achieve this.

All tenancies are weekly tenancies and we require at least four weeks notice to bring to bring a tenancy to an end. For us to end a tenancy we must get a court order unless the property has been abandoned.

It is important to read the whole of this document so that you understand your rights and responsibilities in full. This is because any rights described in one part of this agreement may be subject to a condition described in another part.

Section I - What your tenancy agreement means

- 1.1 This is a tenancy agreement between us, North Tyneside Council as the landlord, and you as the tenant(s).
- 1.2 When you sign your tenancy agreement you enter into a legal contract with us and accept the responsibilities set out in this document.
- 1.3 This agreement describes your rights and responsibilities as a tenant and our responsibilities as your landlord. It explains what may happen if either side breaks the agreement.
- 1.4 When you sign this agreement you will become either an introductory or a secure tenant and you must comply with the conditions of the tenancy. An introductory tenancy lasts for at least 12 months, after which you will normally become a secure tenant. We give a secure tenancy to people who have already been a tenant for over 12 months. We will tell you which type of tenancy we are offering you, and this will be shown on the page you sign. Either type of tenancy can be for a partially or fully furnished home.
- 1.5 You will be responsible for the actions of your husband, wife, partner or civil partner, and of your relatives, friends and anyone (including children) living in or visiting your home.
- 1.6 If your tenancy is a joint tenancy, any reference to 'you' or 'your' applies to everyone who has signed the joint tenancy.
- 1.7 If we want to make any changes to your tenancy agreement (except increasing the rent or other payments) we will consult you and consider any comments you have before deciding on what changes to make. We will give you four weeks notice of any changes we want to make.
- 1.8 If we take enforcement action against you due to anti-social behaviour, non-payment of rent or any other reason, this could mean you lose your home and cannot get accommodation from us in future.

- I.9 If you break any condition in this agreement we may take legal action against you, for example by getting a possession order, **which could lead to your eviction**, or a civil injunction or taking away your right to buy.
- I.10 You may have to pay any costs we incur if we take you to court for breaching this agreement.

Section 2 - Secure Tenants

If you have been a North Tyneside Council tenant for more than a year, you will normally get a secure tenancy. As a secure tenant you can live in your home as long as you wish, provided you pay your rent and keep to the conditions explained in this agreement. If we want to end your tenancy we must first give you notice telling you why, and can only take possession of the property with a court order.

2.1 Right to succession

If you are a secure tenant your husband/wife, civil partner or partner has the right to succeed to your tenancy. This means that in the event of your death they can take on your tenancy as long as they were living with you in your home at the time and this was their only or principal home. This is called succession.

If the tenancy is a joint tenancy any other joint tenant still living in the home in the event of your death has the right to succeed to the tenancy.

By law only one succession to a tenancy can take place. This means that if you become a tenant through succession, no one can succeed to your tenancy.

2.2 Right to assignment (legal transfer)

You have the right to assign your tenancy to your husband/wife, partner or civil partner. An assignment is a formal legal process and you must complete the correct documents to make it legally binding. We can provide these documents. Your tenancy cannot be assigned if you took it over by succession or it was originally assigned to you.

2.3 Right to exchange

You may swap your home with the home of another secure tenant or with an assured tenant of certain social landlords. You must get our permission first. We may refuse permission if you or the people you want to exchange with do not meet certain conditions.

2.4 Right to take in lodgers or sublet

You may be entitled to take in lodgers or sublet part of your home. You must get our written permission before doing so. Subletting means that someone pays you rent to have an exclusive right to occupy part of your home. You must get our written permission before doing so. You cannot sublet the whole of your home under any circumstances. You are advised to obtain legal advice before subletting your home or taking in lodgers.

2.5 Right to improve

You have the right to improve your home but must get our written permission before doing so. We would only refuse for a good reason. You may improve the property by:

2.5.1 decorating the outside.

2.5.2 altering or adding to the structure.

2.5.3 altering or adding to any fixture, fitting or service.

You must get our written approval first.

2.6 Right to compensation for improvements

At the end of your tenancy you may be entitled to compensation for certain improvements you have carried out to your home, as long as you have met certain conditions.

2.7 Right to buy

You may have the right to buy your home if this is your only home. You must have held a secure tenancy with us or another social landlord for at least three years

2.7.1 We may stop you taking up the right to buy if:

- we have evidence of anti-social behaviour by you or your family members, or
- your home is due for demolition or is in a planned regeneration area.

Section 3 - Introductory Tenants

Almost all new tenants will be introductory tenants.

- 3.1 An introductory tenancy usually lasts for 12 months but we can extend it for a further six months if, for example, you have behaved in an anti-social way or have not kept up to date with your rent. An introductory tenancy will automatically become a secure tenancy after 12 months, unless we have:
 - 3.1.1 extended your introductory tenancy, or
 - 3.1.2 started court proceedings for possession of your home before the end of the introductory tenancy.
- 3.2 As an introductory tenant you must comply with all the obligations in this agreement. You have fewer rights than a secure tenant, and by law we could end your introductory tenancy more easily.
- 3.3 During your introductory tenancy, if you break any of the tenancy conditions we may apply to court to end your tenancy and the court would usually have to agree.
- 3.4 As an introductory tenant you are not allowed to:
 - 3.4.1 apply for the right to buy your home (but the introductory tenancy period will count towards the qualifying time you will need if you want to buy it in future).
 - 3.4.2 sublet part of your home
 - 3.4.3 exchange your home with another tenant
 - 3.4.4 claim compensation for improvements
 - 3.4.5 take in lodgers.
- 3.5 You can assign an introductory tenancy to your husband, wife or civil partner or by order of the court.

Section 4 - Rights of secure and introductory tenants

- 4.1 You have the right to live in your home without interruption or interference from us, as long as you and those living with you or visiting your home comply with the terms of this tenancy and respect the rights of others. If any of the conditions are broken, we may apply to court to end your tenancy.
- 4.2 By law, your rights may be modified, if your home:
- 4.2.1 is designed to be suitable for a physically disabled person, or
 - 4.2.2 is one of a group of properties which we usually let to people with special needs, and which has facilities in or near the properties that are designed to assist the tenants, or
 - 4.2.3 is particularly suitable for and usually let to elderly people, because of its location, size, design or other features.
- 4.3 You have the right to have certain repairs completed on time. In some cases you have a legal 'right to repair'. You may be able to get compensation if certain repairs are not done on time.
- 4.4 You have the right to carry out improvements to your home, such as fitting a new bathroom suite or shower; replacing kitchen units; installing a new fireplace or certain structural alterations; putting up or taking down a fence or wall, shed or greenhouse; or building a garage, hard standing or driveway. You must receive our written permission before you carry out any improvements to your home.
- 4.5 You have a right to information. If you ask, we must give you a current summary of the rules on our lettings policy. You can ask for a copy of the full lettings policy. This is also available on our website. If you ask, we must give you a copy of the details you gave us about yourself and your family when you applied for a tenancy or a transfer.
- 4.6 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer our properties or the services or facilities we provide to them. This right does not apply to changes in rent or other charges.

Section 5 - Joint Tenancies

There are two important things to consider when entering into a joint tenancy:

- 5.1 All those forming the tenancy are jointly and solely responsible for the conduct of the tenancy. This means you can be held responsible for anything you do or don't do and also what the other joint tenants do or don't do, even when you were not involved.
- 5.2 Any one member of the joint tenancy can bring the tenancy to an end. There is no need for all the joint tenants to agree to end the tenancy. The remaining tenant(s) will not automatically be entitled to a sole tenancy or another joint tenancy. Requests for a new tenancy must be dealt with in accordance with the Council's Allocations Policy.

Section 6 - Partly or fully furnished tenancies

- 6.1 We may rent furniture to you with your home. You can ask for a partially or fully furnished tenancy at the start of your tenancy. The tenancy conditions are exactly the same but you have the added responsibility of taking care of the furniture. In both cases you will need to sign a full inventory (list) of the furniture provided. A copy of it will be attached to your tenancy agreement.
- 6.2 You will pay more rent for a partly furnished or fully furnished tenancy. If you decide you no longer want a particular item of furniture you may ask us to remove it, but this by itself will not change the amount of weekly rent you must pay. After 12 months of a furnished tenancy you may decide to change to a partly furnished or unfurnished tenancy. Your rent will be reduced accordingly. However, you may not change back again within two years.
- 6.3 You, your family or your visitors must not
- 6.3.1 sell, rent or give away any of the furniture,
 - 6.3.2 deliberately damage or vandalise the furniture,
 - 6.3.3 remove any of the furniture from your home without our permission.
- If any of these things happen, we may apply to the court to re-possess your home and recharge you for any repairs or replacement. It is theft to sell, rent or give away our furniture. If you are responsible for such a theft, we will report it to the police.
- 6.4 You are responsible for looking after our furniture while it is in your home. If any furniture is accidentally damaged, you may be able to claim on your household contents insurance. Otherwise you will be responsible for the cost of repairing damage caused by you, your family or your visitors.
- 6.5 You must report to us immediately any repairs that are needed to the furniture. You must not try to repair any appliance we provide (such as a cooker or fridge). We will not charge you for any repair arising from a fault or through fair wear and tear.

- 6.6 You will get three days' notice if we plan to visit your home to inspect, repair or maintain any item of furniture on the inventory. Failure to let us in would be a breach of your tenancy agreement and would entitle us to seek possession of your home.
- 6.7 If you tell us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items.

Section 7 - Rent and other payments

- 7.1 Your tenancy will commence on the day you sign your Tenancy Agreement. Your first rent payment is due at the start of your tenancy. Your rent is then due every Monday for the week ahead. If you wish to pay your rent over longer periods, for example monthly or fortnightly, you must pay in advance for the fortnight or month ahead.
- 7.2 The rent you pay includes a weekly charge for water rates and sewerage charges. It may also include service charges and charges for home insurance and furniture. Your rent is charged over 52/53 weeks in the year.
- 7.3 If you hold a joint tenancy, each tenant is equally responsible for the payment of the whole of the rent and any other payments due. This means that if one joint tenant fails to pay, the other(s) must pay the whole amount.
- 7.4 We can use any money we owe you to pay off any of your housing-related debts, such as rent arrears, arrears from a previous tenancy, housing benefit overpayments, or rechargeable repair costs.
- 7.5 Whenever we change your rent we will give you four weeks' written notice unless the change is a result of a change in your housing benefit.
- 7.6 We will alter other charges, such as shared heating, separately from any changes to the rent.
- 7.7 We will not increase the rent as a result of any improvements you have made to the property. However, you must get our permission and any other approval you need by law before doing the work.
- 7.8 If you receive housing benefit, you must tell our Housing Benefit Team immediately of any change of circumstance that may affect your entitlement to it.
- 7.9 You must contact us if you are having difficulty paying your rent or any other payments. We can give you help and advice.

- 7.10 If you do not pay your rent or other charges, we may ask the court to evict you from your home. The court may order you to pay our costs.
- 7.11 If you decide to end your tenancy you must pay any rent, other charges or tenancy-related costs you owe us before the tenancy ends.
- 7.12 You can pay your rent in several ways. We encourage you to pay by direct debit, as it is the quickest, easiest and most cost-effective way.

Section 8 - Our responsibilities as Landlord

8.1 Repairing and maintaining the structure of the property.

8.1.1 We will keep in repair the structure of the property, including drains, gutters and external pipes. We will do all the repairs you ask for within the timescale set. Details of these can be found on our website or in our repairs leaflet.

8.1.2 We will keep in repair and proper working order the fixtures and fittings for:

- room heating and water heating.
- sanitation including basins, sinks, baths and toilets.
- supplying water, gas and electricity (except light bulbs).

8.1.3 If you apply to buy your home, we will continue to do repairs until you have bought it but we will not do any improvements.

8.1.4 We will repair any furniture we rent to you with your home when you ask us to do so.

8.2 Maintenance of shared areas

We will maintain all shared entrances, halls, stairways, lifts, passages, lighting and other shared facilities.

8.3 Changes to the tenancy agreement

We can increase or reduce the rent or other charges to the property if we give you four weeks' notice in writing.

We can only change the other conditions of this agreement if we

- give you written notice of the proposed change and its effect on you,
- consider any comments, questions or feedback,
- give you at least four weeks' notice before the changes take effect, as well as information on the new conditions and how they affect you.

8.4 What to do if you are unhappy with our service

If you think that we have not carried out any of our responsibilities or have taken an unreasonably long time to carry out any task we are responsible for under this agreement, you should first contact us to discuss the problem. If you are still unhappy, you can make a complaint under our complaints procedure. This has three possible stages, leading to a final decision by an independent review panel. You still have the right to refer your complaint to the Housing Ombudsman if you are dissatisfied with any decision.

You can get details of any of the above from us.

Section 9 - Your responsibilities – things you must do

9.1 Rent

You must pay the rent and all other charges for your home regularly and on time.

9.2 Repairs and maintenance

9.2.1 You must take proper care of your home and report to us any repairs needed or damage to your home or its fixtures and fittings immediately. If you do not report a repair or damage, we will, where appropriate, charge you for extra work required as a result of your delay in reporting the repair or damage.

9.2.2 You must tell us if you do any repairs yourself or make any arrangements to have them done.

9.2.3 You must make sure that a competent person carries out to the relevant standard any work you get done at your home. Only a Gas Safe registered engineer must make any repair or improvements involving gas. If you have any electrical work done, this must be carried out by an NICEIC approved electrician. You must by law send us a copy of the certificate that the electrician has to give you.

9.3 Improvements and alterations.

9.3.1 Before making improvements or alterations to your home you must get our permission in writing. We will only refuse permission if there is good reason to do so, but we may set certain conditions. If we refuse permission, we will explain why. Before doing any work you are responsible for getting any necessary planning and building regulations approval.

9.3.2 You are responsible for paying any costs involved with the work.

9.3.3 We have the right to inspect any work you have done.

- 9.3.4 You will be responsible for repairing and maintaining all improvements, fixtures and fittings you have installed in your home for a period of 12 months after installing them. After that time, subject to any guarantees, we will maintain and repair them, as long as you had gained our permission for the work in the first place and, when inspected after completion, they were passed fit.
- 9.3.5 If you leave your home, you may take with you any installations or fixtures and fittings you were responsible for repairing and maintaining. However, you may only do this if you let us know which items you are taking; replace them with the original fittings; and return the property as it was before you improved it. If you don't, we will restore the property to its original state and charge you for any materials and for the labour costs.
- 9.3.6 You may choose to leave behind the improvements you have made and, where we think they have definitely improved the property, you can claim compensation from us.
- 9.3.7 You are responsible for plumbing in washing machines and dishwashers. You should get a qualified and competent plumber to do this, as you will be held responsible for any damage resulting from leaks or faulty pipe work.

9.4 How to get our permission

If you need our written permission for anything, you should apply to us. We will only refuse permission if there is good reason to do so.

If we refuse permission, we will give our reasons in writing. If we give our permission, we may set certain reasonable conditions. If you do not meet these conditions, you will be breaking your tenancy agreement and we may withdraw our permission.

9.5 Access

You must give reasonable access to us or anyone we authorise to:

- inspect the condition of the property or how it is being used
- check that the people living there are the same people as are named on our records

- carry out maintenance, renewal, repairs or improvements
- meet health-and-safety requirements, such as our duty to inspect and service gas appliances once a year
- inspect, clean, maintain, repair or improve any other property or sewer, drain, pipe, wire or cabling that serves your property or any other property.

In an emergency we may not be able to give any notice and may need to force entry. If this happens, we will remedy any damage caused. This includes situations where we feel there is a risk of personal injury or damage to neighbouring properties.

You must allow access to your home for a yearly gas service. We need to make sure your gas appliances are safe. Inadequate heating or ventilation, or blocks or leaks in the flue, can cause carbon monoxide poisoning, which can kill people.

If you do not respond to our requests to visit your home to inspect or service gas appliances, we may get a warrant to forcibly enter your home. We will give you at least 24 hours' notice before this happens and we may charge you for forcing entry to your home and any costs.

9.6 Damage to property

You must ensure that you or anyone living with you or visiting your home, do not misuse, damage, vandalise or remove any part of the property, neighbouring property or shared area.

You will be charged for repairing any damage caused to your home by you, anyone living with you or your visitors.

9.7 Living in your home

9.7.1 You must use this property as your only or main home.

9.7.2 You must tell us if you will be away from your home for more than 28 days. This is to ensure we do not repossess it as an abandoned property.

- 9.7.3 You must tell us of any changes to your household; for example if anyone leaves or comes to live in your home, someone has a new baby or you take in a lodger. This will ensure that you do not overcrowd your home and to ensure any new member of your household is able to claim any rights they may be entitled to – for example they may have the right of succession if they are your husband/wife, civil partner or partner. It may also affect any benefits you may be entitled to.
- 9.7.4 You must allow us access to your home to check that this agreement is being complied with.
- 9.7.5 You must keep the inside of the property clean, tidy and reasonably decorated at all times.
- 9.7.6 You are responsible for insuring your home contents. We are not responsible for loss or damage to your possessions.
- 9.7.7 You must keep any yard, paths and open spaces within the boundary of the property clean, tidy and clear of rubbish.
- 9.7.8 You must keep the garden properly trimmed and cultivated and keep shrubs and hedges trimmed so they don't overhang pavements or block light from neighbouring properties. You must make sure you get rid of garden waste properly.
- 9.7.9 You must keep drains, waste and soil pipes that serve your home clear and unblocked. We will charge you for any blockages that occur through misuse.
- 9.7.10 You must keep all shared areas, entrances, stairs and landings clean, tidy and free of litter and obstructions.
- 9.7.11 You must use any door-entry system properly. If the door-entry system is broken, you must report it immediately. Don't leave any main entrance door open as this may reduce the security for all residents.
- 9.7.12 You must dispose of all rubbish properly. Put it in the correct bin for the type of rubbish it is, and put only recyclable products in the recycling bin. If we set aside a place for bins, you must use it properly and keep it locked where appropriate.

Section 10 - Your responsibilities – Things you must not do

10.1 Anti-social and criminal behaviour

10.1.1 You are responsible for the behaviour of everyone, including children, living in or visiting your home. You are responsible for them in your home, in shared areas and in your neighbourhood.

10.1.2 If you, or anyone living with you or visiting your home, do any of the things you should not do, **this may lead to your eviction.**

10.1.3 You, or anyone living with you or visiting your home, must not do anything that causes or is likely to cause a nuisance, annoyance or disturbance to anyone living, visiting or working in the area. Anti-social behaviour includes, among other things:

- playing loud music or making other loud noise
- shouting or persistent arguing
- drug and alcohol abuse
- being drunk and disorderly in public
- offensive behaviour
- domestic abuse
- hate crime
- prostitution
- dealing in pornography
- urinating outside your home or your neighbour's home
- banging or slamming doors
- playing ball games that causes nuisance to others
- not keeping pets under control
- allowing your dog to bark excessively
- trespass into a neighbour's property
- dumping rubbish, fly tipping or lighting fires
- allowing rubbish to build up in or around your home
- writing graffiti
- throwing things out of windows or off balconies
- riding motorcycles, trail or quad bikes anywhere except the public highway or designated areas
- breaching shared security, for example allowing strangers to get into the building.

- 10.1.4 You must not harass, threaten to harass, use or threaten violence or discriminate against anyone because of their age, disability, gender reassignment, race, religion or belief, sexual orientation; and you must not encourage or allow anyone to do so.
- 10.1.5 You must not use any words or take any other actions that humiliate, ridicule, embarrass, intimidate, frighten, distress or threaten anyone.
- 10.1.6 You must not carry out acts of domestic abuse against your partner or anyone else living in your home, visiting or working in the area. Your tenancy will be at risk if you threaten or carry out any act of domestic abuse.
- 10.1.7 You must not allow your home to be used for any activity that is criminal, illegal, immoral, dangerous or offensive.
- 10.1.8 You must not use your home, any indoor shared area, entrance hall, stairway or landing for:
- storing flammable materials
 - storing dangerous or offensive materials except those needed for normal domestic use
 - cultivating, manufacturing, possessing, using, supplying or dealing in illegal drugs or substances
 - storing unlicensed firearms and illegal weapons
 - storing or handling stolen or counterfeit goods.
- 10.1.9 You must not be convicted of an indictable offence in the local area, for example theft, burglary, robbery, wounding, inflicting grievous bodily harm, or possessing or producing a controlled drug you intend to supply to others.
- 10.1.10 You must not abuse or harm vulnerable adults or children. Abuse or harm can include physical or sexual acts, psychological abuse, financial abuse, neglect, discriminatory behaviour or institutional abuse.

10.2 Damage to property

You or anyone living with you or visiting your home must not damage or threaten to damage the property. This includes, for example:

- arson or attempted arson
- interfering with security and safety equipment
- damaging shared areas or facilities
- breaking windows or doors
- writing graffiti
- placing rubbish, paint or any other offensive substances on any part of a house or building.

10.3 Living in your home

10.3.1 You or anyone living with you or visiting your home must not run a business from your home that is likely to cause a nuisance or annoyance to others. This includes, for example:

- car repair and maintenance
- any business where you would have to use noisy equipment, industrial sewing machines or controlled substances such as chemicals on the premises.

10.3.2 You must not display any advertising on the outside of the property or anywhere else where it can be seen from outside.

10.3.3 You must not erect barbed wire, broken glass or other material that may cause injury on or near the property.

10.3.4 You must not transfer, exchange, assign or sublet all or any part of the property without first getting our written permission.

10.3.5 You must not allow overcrowding in your home. Check your rent documents to see how many people may live in the property.

10.3.6 You must not store rubbish in or around the property or in shared areas. In particular you must not dump rubbish from windows or balconies.

10.3.7 You must not smoke in shared indoor areas.

10.3.8 You must not use textured coatings (such as Artex) on ceilings or walls or fix polystyrene tiles or coving to ceilings or walls.

For reasons of health and safety you must not remove any textured coating or disturb finishes, coatings or walls in your home without telling us and getting our written permission.

10.4 Pets and animals

10.4.1 You must not keep any animal, bird or domestic pet except:

- cats or dogs
- a small caged bird (not a pigeon)
- a small caged animal
- fish in an aquarium.

10.4.2 If your home has a shared entrance you must not keep cats or dogs (except for a registered guide dog, disability dog or hearing dog).

10.4.3 You must not allow any animal kept by you or visiting your home to cause a nuisance, annoyance or disturbance to anyone living in or visiting the area.

10.4.4 You must not allow any animal kept by you or visiting your home to foul the estate, including shared areas, roads, footpaths and play sites. You must remove any fouling and dispose of it hygienically. Any animal mess in your garden must not cause a nuisance to neighbours or others and must be regularly cleared and disposed of hygienically.

10.4.5 You must not breed any animals or birds at your home or build a pigeon cove or aviary.

10.5 Vehicles and access

- 10.5.1 You must not park a vehicle within the boundaries of your home unless there is a garage, hard standing or driveway with a properly made dropped-kerb entrance.
- 10.5.2 You or anyone living with you or visiting your home must not do major repairs to a vehicle within the boundaries of your home, on the highway or in any public or shared area. You may only do minor repairs and must not receive any type of payment for repairing a vehicle. Any minor repairs must be done at reasonable times during the day and must not cause too much noise, vibration, fumes or dirt, or disturb or cause nuisance to anyone living, visiting or working in the area. You may not do repairs to other people's vehicles if it causes a nuisance to your neighbours. We may ask for proof that the vehicle is yours if we receive complaints about this.
- 10.5.3 You may keep an electric mobility scooter in your home providing there is an appropriate electric supply and storage space. This is not permitted where it would cause an obstruction.
- 10.5.4 You must not park a vehicle so that it blocks any other vehicle or access, or causes nuisance or danger to anyone living in or visiting the area.
- 10.5.4 You must not park or drive a vehicle on any open-plan area, footpath or grass verge.
- 10.5.6 You must not park any vehicle which is illegal, untaxed, unroadworthy or in need of repair anywhere except within the boundaries of your home.
- 10.5.7 You must not park or allow anyone else to park any heavy trade or commercial vehicle at your home or in the area for long or regular periods. This includes not parking in allocated parking areas and estate roads. You must get our written permission before parking any other vehicle such as a boat, trailer or caravan.

Section 11 - What we can do if you don't keep to this agreement

- 11.1 If you do not pay your rent and other charges for the property regularly and on time we may take court action to get back the amounts you owe. This could result in you being **evicted from your home**. We will also get back from you any court costs or bailiff's charges we have to pay.
- 11.2 If you break any of the other conditions of this agreement, we may take legal action against you. This could result in you being **evicted from your home** and repaying any court costs or bailiff's charges we have to pay. If you are **evicted from your home**, you may be refused council accommodation in future.
- 11.3 If we obtain a court order, you may lose some of your rights. If you are a secure tenant your tenancy may be demoted, which reduces your rights to those of an introductory tenant.
- 11.4 If you are an introductory tenant, we may decide not to upgrade you to a secure tenancy or we may apply for a court order to **evict you**. The court will usually give a landlord a possession order on an introductory tenancy.
- 11.5 If you are a secure tenant, we may take away the right to buy your home.
- 11.6 If you do not carry out any repair or maintenance that you are responsible for, such as internal decoration or garden maintenance, or if we are not happy with any improvement you do, we will take the following action:
- We will write to tell you what repairs, maintenance or improvements you must do and when. You must get our approval before doing any work to your home.
 - If you do not do the work we ask you to within the set time, we may do it ourselves. You will then have to pay for the cost of the work.

Section 12 - Ending your tenancy

12.1 If we want to end your tenancy

- 12.1.1 If you are a secure tenant and occupying your home, we must first serve you with a Notice of Seeking Possession telling you why we want to evict you. Your tenancy can only be ended if
- we prove one of the grounds for possession in the Housing Act 1985, and
 - the court considers our actions reasonable and awards a possession order.
- 12.1.2 If we believe you have abandoned the property or stopped using it as your main or only home, your tenancy will no longer be secure and we will give you four weeks' written notice to end your tenancy (Notice to Quit). The tenancy will stop at the end of the four weeks.
- 12.1.3 If you move out of the home without telling us, we will treat the home as abandoned. We have to serve a Notice to Quit before ending the tenancy. We will charge you full rent for the 28 days. Your tenancy will then end.
- 12.1.4 Abandoning the home could mean you may not be entitled to another home with us – for example, if you owe rent arrears or have damaged the property.
- 12.1.5 We may store any furniture and belongings taken from your home, for a limited period or until you make arrangements to move them. We may charge you for this storage. We will try to contact you to arrange for you to collect the belongings. If we cannot contact you, or if you do not collect the belongings, we may sell them and use any money we get towards any of your unpaid rent or other charges, or we may otherwise dispose of them.
- 12.1.6 We can serve any notice, including Notice to Quit, by leaving it at your home or sending it by post to your last-known address. We will assume you have received all notices within 72 hours if we posted them, or within 24 hours if they were delivered by hand.
- 12.1.7 We can move you out of your home temporarily when we need to carry out redevelopment or major work to the property.

12.1.8 If you are an introductory tenant, we must first serve a Notice to Terminate before we can end your tenancy. You have the right to ask us to review the decision to seek possession within certain timescales, which the notice will state. As long as we follow the correct procedures, the court must award us possession.

12.2 If you want to end your tenancy

12.2.1 You must give us at least four weeks' written notice, ending on a Monday. In a joint tenancy, one of the joint tenants can end the tenancy by giving us four weeks' written notice. If you do not give proper notice, you will continue to be responsible for the rent and other payments.

12.2.2 You must pay all rent and other charges up to the date your tenancy ends.

12.2.3 You must return all keys for the property to us before 12 noon on the date the tenancy ends (called the termination date). If we do not receive your keys on time, you will be responsible for further rent and for any damage that happens because you have left the property unsecured.

12.2.4 You must give us access before the termination date to allow us to inspect your home.

12.2.5 You must leave your home in a clean and tidy condition. You must make good any damage to your home before you leave. If you do not do so, you will be responsible for the cost of repairing any damage.

12.2.6 You must make sure all fittings and fixtures you have installed and are leaving in place are in good working order.

12.2.7 You must replace with our original fittings all fittings and fixtures you have installed and are removing from the home. You must make good any damage before you leave. If you do not, we will carry out the work and charge you for doing so.

- 12.2.8 You must not allow anyone to remain in the property when your tenancy ends. If you do, we will evict them as they will be living there illegally.
- 12.2.9 You must remove all your possessions from the property. You must also remove rubbish from inside and outside the property. If you leave any belongings or rubbish in the property at the end of your tenancy, we will assume you don't want them and will dispose of them. We will charge you if we have to clean the property or remove any rubbish.
- 12.2.10 You must leave at the property all furniture you rent from us. If there is any damage to the furniture, we will charge you for the repairs. If any furniture is missing, we will treat this as theft and report it to the police.
- 12.2.11 If you are a joint tenant, the whole tenancy will end if you or the other joint tenant ends the tenancy.

12.3 Termination of the tenancy on death

When a sole tenant dies, the tenancy ends on the Monday following their death. We will always allow representatives and relatives reasonable time to clear the property of furnishings and belongings, but we will charge for any time the property takes to clear.

12.4 Letting your home if you decide to leave

We may ask you to allow us reasonable access to show potential tenants around your home during your notice period. We may advertise your home before you leave it.

Section 13 - Meaning of words

Animal

Includes livestock, bird, reptile, fish or mammal.

Anti-social behaviour

Acting in a way that is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment

Transferring your tenancy to someone else. The law only allows assignment in the following situations:

- You can exchange your home with another council or housing association tenant if both landlords agree.
- If there are legal proceedings in matrimonial cases, your tenancy can be assigned to your spouse, partner or civil partner following a court order.
- You can assign your tenancy to someone who would qualify to succeed to your tenancy (see 'succession') if you were to die.

Exchange

To swap tenancies with another council or housing association tenant.

Fixtures and fittings

For example, kitchen units and appliances; sanitary ware; plumbing, shower and heating systems; electrical circuits; sockets; switches; lamp holders; doors; locks; glazing; fitted wardrobes and shelves; fires and surrounds; aerials; sheds; conservatories; and garages.

Garden

Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths and yards.

Home

The whole of the property let to you under this agreement, including the house, garden and any garage within your garden; but not including shared areas.

Improvement

Any alteration or addition to the home.

Institutional abuse

Is the mistreatment of people brought about by poor or inadequate care.

Indictable offence

A crime for which a grand jury rules that there is enough evidence to charge a defendant with a crime. These crimes include murder, manslaughter, rape, kidnapping, grand theft, robbery, burglary, arson, conspiracy, fraud, and other major crimes, as well as attempts to commit them

Landlord

North Tyneside Council.

Lodger

A person who pays you money to let them live in the home with you.

Neighbours

Everyone living in the local area, such as other tenants, people who own their own homes, and local businesses.

Partner

A person you live with as a husband or wife, or in a same-sex relationship that has been registered as a civil partnership.

Rent

Payment made by a tenant for occupation of the home.

Shared areas

The parts of the building which all tenants or other people can use, for example halls, stairways, entrances, landing, shared gardens, lawns and landscaped areas.

Sublet

Giving another person the right to live in part of your home, with our agreement.

Succession

If you die, your husband/wife, civil partner or partner may be entitled to 'succeed to' the tenancy if they are living with you at the time of your death. By law only one succession to a tenancy can take place. This means that your successor is unable to pass on the tenancy to anyone else. If the tenancy is a joint tenancy only one of the other joint tenants still living in the home can succeed to the tenancy.

Vehicle

This includes, for example, car, motorbike, bike, moped, boat, caravan, van, minibike, trailer and mobility scooter.

Visitor

People who are not registered with us as part of your household, but who come and see you at your home.

We

North Tyneside Council and agents acting on our behalf.

Written permission

Our letter giving you permission to do something.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.



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