



www.nshomes.co.uk

# Tenants Rights and Responsibilities



**NEWARK AND SHERWOOD HOMES**  
Kelham Hall, Newark on Trent, Notts NG23 5QX  
Email: housing@nshomes.co.uk

**GENERAL ENQUIRIES**  
**LOCAL CALL RATE:**  
**0845 258 5550**

**REPAIRS FREEPHONE:**  
**0800 561 0010**

**EMERGENCIES**  
**OUT OF HOURS FREEPHONE:**  
**0800 561 0010**

**FAX:**  
**01636 655514**

**MINICOM:**  
**01636 655960**

**HAWTONVILLE OFFICE**  
77c Eton Avenue,  
Newark on Trent, NG24 4JH  
Tel: (01636) 655503  
Fax: (01636) 655504

**OLLERTON OFFICE**  
Sycamore Road,  
Ollerton NG22 9PS  
Tel: (01623) 860740  
Fax: (01623) 860729

- You must not sublet any part of your home without getting our written permission.
- If you have an introductory tenancy, you must get written permission if you want someone to live with you who was not part of your household when you first moved in.
- You must tell us if you are going to be away from your home for more than six weeks as we may think that you are no longer using the property as your only or main home. If so, we may serve notice that would end the tenancy.
- You must not make any alterations or improvements to your home without our written permission.
- Some of our properties are unsuitable for keeping dogs. You must not keep a dog in these properties. If this applies to your property it will be indicated on the Tenancy Agreement.
- In all other properties, keeping up to two dogs and up to two cats is acceptable without our permission provided they do not cause any nuisance, annoyance or disturbance to neighbours or visitors. If you wish to keep more than two dogs and two cats, you must get approval from Newark and Sherwood Homes in writing.
- If you keep a dog, you must make sure your garden is properly fenced and kept clean.
- Permission is not needed for keeping small caged birds, hamsters, mice or similar small mammals, or fish in the property, provided they are kept safely and do not cause a nuisance to neighbours. You must get our written permission before keeping any other creature.
- You must keep the garden tidy, and not allow the grass to become overgrown or dump rubbish in it, including household items. You must keep other vegetation cut short and hedges must be trimmed.
- You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land.
- You must not use your home to run a business or trade, or display any sign or advertisement connected with that trade or business on or around the property, unless you have our written permission to do so.

- You are responsible for the payment of fuel, water, sewerage and any other services provided to the property.
- You must allow access to all parts of your home by the Council and Newark and Sherwood Homes officers and by the main service authorities, such as: Severn Trent, British Gas or East Midlands Electricity or any other person authorised by the Council or to inspect the property. This is extremely important when we need to carry out annual servicing of NSH fitted smoke alarms, gas fires and central heating systems.

### Our responsibilities

We will provide a range of facilities to help you pay your rent, and advise you on how to claim housing benefit.

- If you are in supported accommodation, we will provide an emergency alarm system so you can call for help in an emergency. We do not guarantee that the system will always be available, but we will try to make sure that if it breaks down, the system will be restored as quickly as possible.
- We will give you help and advice when you report antisocial behaviour.
- We will investigate and take appropriate action on breaches in accordance with the strategy on antisocial behaviour.
- We will give help and advice to tenants seeking to move to other landlords' properties.
- We will give you exclusive right of occupation of the property so long as you live in it, use it as your only home, and comply with the conditions of tenancy.
- We will encourage you to take out home contents insurance.

### Garages

Newark and Sherwood District Council has a number of garages which are available for rent which are managed by Newark and Sherwood Homes. If you wish to rent a garage, please contact your Customer Access Team on **0845 258 5550** for further information. Where there is a high demand for garages we will hold a waiting list.

**If you would like this document in another language or format, or if you require the services of an interpreter, please contact us.**



**Prosimy skontaktować się z nami, jeśli chciał(a)by Pan(i) uzyskać ten dokument w innym języku lub formacie albo też potrzebuje Pan(i) skorzystać z usług tłumacza ustnego.**

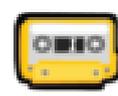
(Polish)

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。

(Mandarin)

**Se gostaria de ter este documento noutra idioma ou formato, ou se necessita de um intérprete, contacte-nos.**

(Portuguese)



Signing

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Audio Tape

"to deliver excellent Housing Services"

# Tenants Rights and Responsibilities

## Rights and Responsibilities

**Newark and Sherwood Homes manage your home on behalf of Newark and Sherwood District Council. You are a Council tenant and the Tenancy Agreement you have signed is a legal agreement between you and the Council. However, Newark and Sherwood Homes will be responsible for enforcing the Tenancy Agreement.**

### Your Tenancy Agreement

When you rent a property from the Council, Newark and Sherwood Homes will give you a written Tenancy Agreement that sets out your rights and obligations. This is a legal contract between you and the Council.

There are two different types of Council tenancies: -

- Secure tenancies are for people who will normally have been a Council tenant for at least a year.
- Introductory tenancies are for people starting their tenancy with the Council.

### Secure tenancies

If you have held an introductory, secure tenancy or an assured tenancy with a registered social landlord (such as a housing association) for more than 12 months, and kept to the terms of the Tenancy Agreement we will usually grant you a secure

tenancy. This means that, depending on certain conditions, you have the right to:

- buy your home;
- take in lodgers;
- sublet part of your property;
- transfer to another property;
- exchange your property with another tenant; or
- make improvements to the property.

As a secure tenant, you must keep to the terms of your Tenancy Agreement. If you do not, we may serve a legal notice on you called a Notice of Seeking Possession.

If you continue to breach your tenancy agreement we may go to court. We may be granted possession of your home, but sometimes the possession may be postponed on certain conditions.

We will serve a legal notice on you if:

- you do not pay your rent or persistently pay late;
- you do not keep the property in an acceptable condition;
- there are any noise or nuisance problems; or
- you or your visitors break the tenancy conditions in any other way.

If a Possession Order is awarded against you in the County Court, and postponed on specific terms, you must keep to the terms of that Order. If you do not, you will have broken the Order and will automatically lose the security of your tenancy. This means that any payments you make are no longer rent, but a payment for use and occupation. You will also lose all the rights that a secure tenant has.

We will apply to the Court for an eviction warrant. You will have the right to apply to the Court before the bailiff arrives to evict you and to ask the Court to allow you to stay in the property on new terms. However, this will be up to the Court to decide. If the Court decides you may stay in the property, they will issue a Postponed Possession Order that you must keep to. If you do not, we will apply for the eviction warrant to be reissued.

### Introductory tenancies

An introductory tenancy usually lasts for at least 12 months, and as long as there are no problems during that period, it will automatically become a secure tenancy. However, in certain circumstances we have the right to apply to extend your introductory tenancy by an additional 6 months. In order to do this we would serve a Notice of Intention to Extend an Introductory Tenancy, you have a right to request a review of this decision.

As an introductory tenant, you do not have the same rights as a secure tenant.

You cannot:

- buy your home;
- take in lodgers or sublet any part of the property;
- transfer to another property;
- exchange your property; or
- make any alterations to your property, however, if you are disabled or need help or special adaptations we will consider giving permission to meet your needs.

Most people pass smoothly from an introductory tenancy to a secure tenancy, but we will act against anyone who breaks the terms of their Tenancy Agreement. It is your responsibility to make sure that you pay your rent, keep the property in good order and you or your visitors do not cause any nuisance. If you do not, we will serve a legal document on you called a Notice to Terminate Your Introductory Tenancy. If we do this, you again have the right to ask for a review of our decision within 14 days, which will determine whether we were correct in serving the notice. If you do not apply for a review, or the review is in our favour, your case can then go to Court and we will be granted possession of your home.

### Joint tenancies

We may grant a tenancy in one or more tenants' names. Each person as a joint tenant is equally responsible for keeping to the terms and conditions of the Tenancy Agreement.

This is known as being jointly and severally liable. We can take action against one or all tenants in a joint tenancy.

If the relationship between joint tenants breaks down, it is important that you get advice immediately. You can contact Newark and Sherwood Homes, Citizens' Advice Bureau, Housing Advice Centre, Law Centre or an independent solicitor. When a tenant leaves the property it does not mean they do not have right to return unless, a Court Order restricts them from doing so. They would remain jointly and severally liable for the tenancy while it stays a joint tenancy, which includes, for example, paying the rent.

If one tenant wants to leave, but does not want to end the tenancy, they may ask for their share of the tenancy to be given to the other tenant. This would mean they had no further rights to the tenancy. This is called assignment.

If one tenant dies, the tenancy can continue under the name of the surviving tenant or tenants. This is called succession and can only happen once for each tenancy.

### Your responsibilities

Whichever type of Tenancy Agreement you have, you are required to meet the terms and conditions set out in it. The main ones are listed below.

- You must live in the property as your main home.
- You must always behave in a responsible or reasonable way.
- You must pay your rent when it is due.
- You must accept responsibility for the behaviour of any other person including children, living in or visiting your home or the area near your home.
- You must keep the property in a clean and decorative order inside and maintain back yards, outbuildings and passageways in a clean and tidy condition.
- You must make sure that neither you, or anyone living with you or visiting you, interferes with gas or electricity supplies, meters, smoke detectors or any emergency call equipment provided by us.
- You must make sure that neither you, or anyone living with you or visiting you, blocks access to any other property in your area by parking vehicles with no consideration.