



Housing & Neighbourhoods Service

You and Your Home

Your tenancy conditions, what they mean and your rights as a secure and introductory tenant.

Revised 2025 edition



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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. 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 your home.

Words and phrases used in this leaflet

Communal areas	Hallways, staircases, storage areas, drying and parking areas, and communal gardens and recreational areas used by all tenants within a block of flats or maisonettes
Home	A house, flat, maisonette or bungalow but not a private garden
Property	A home and any private garden and outbuilding
Building	A home and any outbuilding but not a private garden. In the case of a flat or maisonette, the 'building' which the home is in including hallways, staircases and storage areas
HRA	Housing Revenue Account - the account into which tenants' rent money is paid, and which is used by the Council to cover the cost of delivering the council housing service
Household	Everybody living in your home, including lodgers
Furniture	Furniture that we have provided. If you do not have a furnished tenancy, references to furniture in this leaflet do not apply to you
We, us, your landlord	Sheffield City Council
You	The tenant of a property. Where two or more people are joint tenants, the conditions apply to all tenants together as well as each individual tenant in the property

The Tenancy Conditions are contained in green boxes throughout the leaflet

Paying your Rent

Your Tenancy Conditions

1. You must pay your rent and all other charges for the property (including any district heating charges) when they are due. The rent and any other charges are due every Monday. We may decide that rent/other charges are not due in one or more weeks in each financial year. We will tell you about these in advance.
2. You must pay your rent and all other charges by Direct Debit unless we agree that you can pay them using another payment method.
3. We will give you 4 weeks' notice in writing about any changes to your rent or other charges for the property.
4. We may move any credit balance from any account you have with us to pay off arrears on other accounts, including from former tenancies and other debts to the HRA.
5. If you owe rent arrears, you must pay an agreed amount towards the arrears each week including any rent free weeks.
6. You must not withhold the rent for any reason or set off the cost of outstanding repairs which are our responsibility against your obligation to pay rent.

What does this mean?

These conditions explain the rules on paying your rent, changing your rent and dealing with rent arrears. **You may be evicted if you do not pay your rent when it is due.** If you are evicted you may not be able to get another Council tenancy.

If you are having difficulties paying your rent we can offer advice and support to help you resolve these problems. It is important to contact us as soon as possible:

We can:

- Make an arrangement with you to pay off any rent arrears.
- Give you help and advice on any benefits you can claim.
- Give you help and advice on budgeting and about any debts you have.
- Refer you to specialist advice organisations.

Direct Debit is the easiest way to pay your rent. It's also the cheapest way to collect your rent, generating savings that can be spent elsewhere.

Setting up a Direct Debit is simple and there are choices about when and how frequently you pay. If it is reasonable to do so, we can agree for you to pay your rent by another method.

Contact us if you are unable to pay by Direct Debit or would like to discuss alternative payment methods. At the start of each year, we will review your rent for the coming financial year (this runs from April to the following March) and we will notify you of any changes before April.

Repairing your home

Your Tenancy Conditions:

7. We will repair and maintain the following:
 - a) The structure and exterior of the dwelling house (including drains, gutters and external pipes)
 - b) 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)
 - c) the installations in the dwelling house for space heating and heating water
 - 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 (except where maintenance is the responsibility of a neighbouring non-Council Property)
 - g) Trees in the boundary of your tenancy where they are causing a danger or damage
 - h) Furniture, fixtures and fittings we have provided (N.B. this excludes anything left by a previous tenant such as carpets and curtains).
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.
9. You are responsible for the following:
 - 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
- e) Looking after any furniture we have provided as part of the tenancy including reporting any damage or faults to us
- f) 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. 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 24 for more information. There is more information on our website about [altering your property](#) and the permissions you need.

District Heating

Your Tenancy Conditions:

- 13. You must not tamper with any part of a District Heating system (including any meters, pre-payment controllers or cards). If you do you will be **charged** for any repairs to reinstate the equipment.
- 14. If the property is individually metered you must pay for all the heat which is supplied to your home along with the weekly standing charges.
- 15. If any supply of heating and hot water which you pay for as part of your rent goes off for more than a day, we will reimburse you.

What does this mean?

These conditions only apply if you have a district heating system in your home. This means heating which we supply and you pay us for. District Heating charges are made via 1) a separate charge for the supply of heating and hot water you consume and 2) a weekly standing charge (collected along with rent).

See conditions 1- 6 for further information about paying your rent and other charges.

We may occasionally need to access your property to inspect, upgrade and check the equipment is working effectively - see condition 29 on page 16 for further information about allowing access.

These conditions are necessary to ensure everyone is charged fairly and proportionally for the heating and hot water they use. We will take action against anyone who has tampered with equipment and we will recharge all costs for reinstatement of the equipment and any other associated costs. We may also need to change how we charge you in the future.

If the supply of heating and hot water is off for more than 24 hours, we will give you a proportionate refund of the fixed weekly charges you pay for along with your rent.

Nuisance and Anti-Social Behaviour

Your Tenancy Conditions:

16. You, your household and visitors must not do anything which is illegal, dangerous or which would cause nuisance, annoyance, harassment, alarm or distress to other people. This condition applies within the boundary of and in the locality of your property.

17. You, your household and visitors must not cause nuisance or annoyance, harassment, alarm or distress towards any person employed in connection with the exercise of our housing management functions.

What does this mean?

You are expected to be considerate and respectful towards your neighbours, your community and to our staff. You are also responsible for the behaviour of people who live with or visit you (this includes your partner, children, friends and family).

You must not commit criminal offences in or around your home.

Examples of behaviour which would breach this condition:

- Excessive noise • Verbal abuse, threatening or violent behaviour
- Harassment/hate crime • Drug use, supply or cultivation
- Storing stolen property in your home.

If you breach these conditions you could face legal action including eviction. You should contact us if you are experiencing problems with your neighbours or suffering anti-social behaviour in your area. If you are the victim of or witness to a crime you should report this to the Police on 101 (or 999 in an emergency). You can also provide information to Crimestoppers online or by ringing 0800 555111.

Absolute ground for possession

We can evict you with the court's permission if anti-social behaviour or criminality has been proved by another court, for example by a conviction, breach of injunction, or closure order.

We must give you notice that we intend to apply to court and you will have the right to request a review of our decision. The court does not have to be satisfied that it is reasonable, only that the conviction or other court order is proved.

Pets and animals

Your Tenancy Conditions:

18. Unless you live in sheltered housing, you may keep domestic pets in your home subject to conditions 19-21.
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. Once we have asked you to remove an animal you must obtain our permission before any further animals are allowed into your property.

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.

Keeping you safe

Your Tenancy Conditions

22. You must take all reasonable precautions to prevent a fire.
23. You must not damage, interfere with or misuse any equipment provided for the safety and security of tenants and residents. If you do you will be **charged** for any repairs to reinstate the equipment.
24. You must not store petrol, paraffin, liquid or bottled gas or other dangerous materials in the property. In flats and maisonettes you must not use paraffin heaters, or liquid or bottled gas heaters.
25. You must keep communal areas clear and free from obstruction at all times to ensure an easy escape in case of emergency.

What does this mean?

These conditions are about ensuring you are safe in your home. There are additional specific conditions which apply if you live in a flat or maisonette.

Examples of things you can do to prevent fires are:

- Not using chip pans
- Not overloading electrical sockets
- Not placing clothes or other items over electrical or gas fires
- Not smoking in bed
- Ensuring electrical appliances are in good working order

- Disposing of waste properly and not allowing accumulations of rubbish or other items, especially near potential sources of ignition such as heaters.
- Reporting any concerns about anything that is unsafe or needs repairing to us straight away (for example a hole in a wall or ceiling which could allow smoke or flames to travel between properties).

In addition you must not leave items in any area which may obstruct escape in the event of an emergency.

Breaches of these conditions are taken seriously and you could face legal action if you do not comply.

Using your home

Your Tenancy Conditions:

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.
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 on you.

You must not leave the property unoccupied for more than one calendar month without informing us, except in exceptional circumstances.

If you do not let us know that you are going to be away for more than one calendar month we may commence investigations under our Abandonment Procedure.

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. When requested this identification must be provided.

28. You must not part with possession or sublet the whole of the property.

What does this mean?

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.

If you are an introductory tenant, you have no automatic right to sublet any part of your property during the introductory period.

Subletting the entire property is regarded as tenancy fraud, which could result in a criminal prosecution, loss of your home and exclusion from the council re-housing register. We take tenancy fraud very seriously.

If somebody lives in a council property that they aren't entitled to, it means that other people have to wait longer for a home they need. If you suspect someone is committing tenancy fraud, please contact us on 0114 273 4567 (you can do this anonymously if you want).

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. If we believe that you have abandoned your property we will commence our abandonment procedure. As part of this procedure we will always try to make contact with you. We can take action to take back the property if we believe you are not living in it.

If you abandon your property, we may treat it as a tenancy surrender and 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, a Notice of Seeking Possession or a Notice of Proceedings for Possession.

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.

We may take steps to enter the property without giving notice in the event of an emergency.

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.

- 29A. If there are any gas appliances, safety equipment or flue (including, fires, cookers, carbon monoxide monitors 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.

What does this mean?

This condition explains that you must allow us access to the property when we need to carry out our duties. 'Reasonable notice' will depend on the reason we need access. In some cases we may need to visit without an appointment.

Your Tenancy Conditions:

30. You must dispose of household rubbish including large items in a safe and appropriate way. We will **charge you** the cost of removing any rubbish which you dispose of incorrectly.

What does this mean?

You can help us improve cleanliness and safety by disposing of rubbish correctly. Properties have either a black bin or communal bins for general waste and separate provision for recycling.

It is important that you use your bins and dispose of household waste and large household items correctly.

Your Tenancy Conditions:

31. You must not run a business from your home without our **permission**.

What does this mean?

You can run a business from your property if you have obtained our permission. We will not grant permission for any business which may cause a danger or nuisance to other residents or damage to property.

If you have our permission to run a business you must also ensure you comply with any other laws or regulations relating to that business.

Some examples of businesses we will **not** allow you to run from your home include:

- A shop or wholesale business where customers would need to visit your property
- An animal breeding business
- A haulage or lorry business
- A vehicle maintenance business

Gardens and Communal Areas

Your Tenancy Conditions:

32. You must not block or impede access to any parts of the property you share with neighbouring properties (e.g. paths, driveways, gardens).
33. You must share the use of communal areas with other tenants. You must not cultivate, fence off or restrict access to any parts of the communal areas without our **permission**.
34. You must not build, construct or place any building or structure in the communal areas.
35. If you are a secure tenant you must not change the boundary of your property without our **permission**. If you are an introductory tenant you must not change the boundary of your property during the introductory period of your tenancy.

What does this mean?

It is important that you co-operate with the Council and your neighbours to keep any communal and shared areas clean, tidy and clear of any obstruction.

You must not put up any fence, gate or anything else which may obstruct a neighbour from gaining access to the communal area and/or to their property.

You cannot change your garden boundary, for example, by shortening the garden or 'taking over' parts of your neighbour's garden.

Your Tenancy Conditions:

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) You must regularly trim hedges, bushes and shrubbery so that they do not exceed a height of two metres, become overgrown, cause an obstruction or spoil the look of the surrounding area.
 - 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 before they reach a height of one metre. If we carry out any work in your garden that is your responsibility we reserve the right to recharge you for any costs incurred.
37. If you are a secure tenant you must not put up, change or demolish a garage or any other structure within the boundary of the property without our **permission**. 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.
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. You must allow access to your garden for routine inspections 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, our contractors, agents or other statutory bodies in order to allow for this inspection to be carried out and for any necessary work to be undertaken.

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

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.

Using and parking vehicles

Your Tenancy Conditions:

40. You must not park any vehicle within the boundary of your property unless there is a proper drop-kerb and hard-standing, driveway or garage provided for that purpose.
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.
42. You must not keep any vehicle (including a caravan, boat or trailer) at the property if the size or condition of the vehicle spoils the surrounding area.
43. You must not park a vehicle on communal areas except in a designated parking area or space.

What does this mean?

These conditions explain the rules on keeping vehicles at the property.

In addition to the tenancy conditions you must comply with any laws or regulations relating to keeping and parking vehicles. For example you must get permission to install a dropped kerb if you want to build a hard standing at the property.

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 Neighbourhoods 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.**

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 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 will continue to charge you use and occupation charges equivalent to weekly rent and any other reasonable costs until we recover possession. We may also **charge you** for any other costs that we incur by putting right any breaches of 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.

What does this mean?

These conditions explain what you need to do if you want to end your tenancy.

You can complete a tenancy termination form at your local neighbourhood office.

You must pay your rent until the end of the notice period. We will visit you during the notice period to make sure there is no damage to the property and talk about any other tenancy issues. We will ask you to put right any damage before you move out.

If you have a furnished tenancy we may also want to check the condition of furniture belonging to us.

When you leave you must take all your belongings with you and make sure the property and garden are tidy and free of rubbish. We will charge you if there is any damage to the property, or if you leave any rubbish in the property or garden.

Vacant Possession means that the property should be empty (apart from any furniture or other items which belong to us) with nobody living there and you must return the keys to us on (or before) the quit date, which is a Monday. If you don't we will charge another week's rent.

Asking for permission

Your Tenancy Conditions:

47. Where a tenancy condition requires you to ask for our **permission**, this means:

- (a) You must ask for our permission and you must not proceed until we give you our permission
- (b) We will confirm our answer in writing
- (c) If we refuse permission we will explain why

(d) If we give permission we may attach additional conditions

(e) We may withdraw our permission at any time if you do not comply with the conditions we have made

We will take action against you and/or **charge you** for any costs incurred if you do not comply with parts a-e above.

What does this mean?

This condition links to conditions 12, 26, 31, 33, 35, 37, 38 and 41. Condition 47 must be complied with alongside those conditions.

Charging you

Your Tenancy Conditions:

48. Where we say **charge you**, we mean:

- (a) You must pay the cost of putting things right
- (b) We will send you an invoice or ask for payment up front
- (c) We will explain what we are charging you for and why
- (d) We will give you reasonable opportunity to pay
- (e) We will take action against you if you don't pay, including legal action if necessary.

What does this mean?

This condition links to conditions 9, 10, 13, 23, 30, 45 and 46. Condition 48 must be complied with alongside those conditions.

Introductory tenants and your rights

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 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.

Your rights as an introductory tenant

As an introductory tenant you have fewer legal rights than you do as a secure tenant. It is important to note that you do not have the following rights:

- Right to buy (although the introductory period counts towards the discount)
- Right to mutual exchange (swap homes)
- Right to take in lodgers or sublet part of the property (N.B. Both secure and introductory tenants are prohibited from subletting the whole of the property)
- Right to improve your property and right to compensation for improvements
- Right to assign (except as allowed by statute)
- Right to vote prior to transfer of a new landlord

Right to succeed

Introductory tenants do have some succession rights however these are different to the rights of secure tenants. The Housing Act 1996 sets out introductory tenants' succession rights following the death of a tenant. Not all occupants are entitled to succeed. If you

remain in occupation of one of our properties following the death of a tenant, you should contact one of our area housing offices to find out if you are entitled to succeed.

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

Protection from Eviction and Proceedings for Possession (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.

If the Council wishes to end your introductory tenancy a possession order must be obtained from the Court. However, the Court has very limited discretion when considering a possession application and it is not possible for a suspended order for possession to be made. The Court must make a mandatory possession order if satisfied that the correct procedure has been followed.

In order to obtain a possession order the Council must serve a Notice of Proceedings for Possession before applying to the Court and you will have the right to request that the Council review the decision to serve the Notice.

As an alternative to serving a Notice of Proceedings for Possession the Council may first consider extending your introductory tenancy for a further 6 months.

If we wish to extend your introductory tenancy, then we will serve you with a Notice of Extension which will tell you the reasons why we are extending the tenancy. You can again ask us to review this decision.

Secure tenants and your rights

Secure tenancies are granted under part IV of the Housing Act 1985. Your current Sheffield City Council tenancy will be a secure tenancy if:

- It commenced before 1st October 2023
- It commenced on or after 1st October 2023 and was a transfer from either another secure Council tenancy or from an assured tenancy with a registered social landlord (but not an assured shorthold tenancy)
- It was originally an introductory tenancy which commenced on or after 1st October 2023 and it automatically converted to a secure tenancy following successful completion of the 12 month introductory period or where applicable if extended for an additional 6 months after successful completion of the extended introductory period.

Your rights as a secure tenant

Right to repair

If you have ordered a repair from us and it hasn't been completed on time, in limited circumstances, you can claim the money back from us. This only applies to certain types of repair so please contact us for further information.

Right to compensation for improvements

At the end of your tenancy, you may get compensation for certain improvements you have made to your home. There is more information about this - including the claims form - on our website.

Right to succeed

The Housing Act 1985 sets out secure tenants' rights to succeed following the death of a tenant. Not all occupants are entitled to succeed. If you remain in occupation of one of our properties

following the death of a tenant, you should contact one of our area housing offices to find out if you are entitled to succeed.

Assignment

Assignment is only allowed in limited circumstances which includes:

- Mutual exchange (with another secure tenant or certain types of Housing Association tenant);
- By Court Order in certain family proceedings;
- Assignment to someone who is entitled to succeed to the tenancy.

Right to take in lodgers

You can take in lodgers without our permission as long as your home does not become overcrowded. You can sublet part of your home, but not the whole of it, with our written permission. If you sublet the whole of your property, your tenancy ceases to be a secure tenancy.

Right to inspect personal files

Under the law and our own policies, you have the right to see certain information that we hold about you.

Right to compensation for lost income due to broken appointments

If our staff fail to keep an appointment they arranged with you, you may claim compensation for loss of income. The appointment must have been made in writing and you must have lost wages to claim compensation.

Right to be consulted

We will consult you before we change the tenancy conditions. We may also consult you when making any changes to matters of housing management, practice or policy which could affect you.

Right to buy

If you have been a council tenant or a Housing Association tenant for at least three years, you may have a right to buy your home. There is more information about this on our website.

Protection from Eviction and Possession Proceedings (Secure tenants)

Whilst you are a secure tenant we can only evict you if there is a statutory ground for possession (normally because of a breach of tenancy conditions) and by obtaining a court order. In most circumstances we have to serve you with a 'Notice of Seeking Possession' before applying to Court for a possession order. You have a right to file a defence to any proceedings.

Common reasons for seeking a possession order are rent arrears, nuisance or criminal activity.

Serious Anti-social Behaviour could result in a mandatory possession order being sought.

The statutory grounds for possession are set out in the Housing Act 1985.

In limited circumstances possession can be sought without there being a breach of tenancy, such as where the property is due to be demolished or where a property has been adapted for a physically disabled person who is no longer in occupation and the property is required for someone else.

Other useful information

There's lots more useful information for tenants, including online forms, on our website at **www.sheffield.gov.uk/councilhousing**:

- [Allocations Policy](#) • [Altering your property](#)
- [Anti-social behaviour](#) • [Asbestos](#) • [Benefit changes](#)
- [Central heating](#) • [Contact council housing](#)
- [Damp and condensation](#) • [Decoration grants](#)
- [Energy Performance Certificates](#) • [Fire safety](#)
- [Home Contents Insurance](#) • [How we calculate your rent](#)
- [Keeping mobility scooters in flats and maisonettes](#)
- [Leaseholder rights and responsibilities](#)
- [Leaving your council home](#)
- [Local Government Ombudsman complaints form](#)
- [Money and debt advice](#) • [Mutual Exchanges](#)
- [Paying your rent](#) • [Repairs and maintenance](#)
- [Right to Buy](#) • [Rubbish disposal](#)
- [Safety in your home](#) • [Tenants' own improvements](#)
- [Your right to appeal against the valuation of your home](#)

Contact Housing Services



Phone: Call Centres 0114 293 0000
0114 205 3333
Repairs 0114 273 5555



Online: www.sheffield.gov.uk/councilhousing

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