

# Tenant Handbook

## Your tenancy, home and neighbourhood



City of  
**Stoke-on-Trent**

When you signed up for your new home you were given a copy of your tenancy agreement. This is a very important document setting out your rights and responsibilities as a tenant and our obligations as a landlord. It is the legal contract between you and the council. Please keep your agreement in a safe place as you may need to refer to this in the future.

### **Our obligations to you**

As your landlord, we have a number of important obligations to our tenants, to:

- Make sure your new home is let in a good condition
- Keep your home structurally sound and in good repair
- Provide local management by well-trained staff
- Ensure your neighbourhood is safe, clean and tidy
- Provide help and support to you to maintain your tenancy
- Only take legal action if you breach your Tenancy Agreement or other provisions obtained within the Housing Act 1985

### **Your main responsibilities**

Your responsibilities as a council tenant are explained in detail in your tenancy agreement which you should take time to read. However, whatever type of tenancy you have, your main responsibilities are as follows, to:

- Pay your rent and, if applicable, your service charge on time
- Keep your home and surroundings in good condition and allow us in to make repairs, improvements and carry out servicing and safety checks
- Keep the inside of your home in good decorative order
- Behave as a reasonable neighbour
- Not cause, or allow anyone else to cause anti-social behaviour in your home or neighbourhood
- Live in the property as your only or main home and not to sub-let the whole property to someone else

## Moving in

Moving into a new home can be hectic and stressful. We can provide you with help and advice to settle in as smoothly as possible.

When you sign for your new home you will be given the keys along with a copy of your tenancy agreement and other information. This information is designed to help you settle into your new home. These are a few of the most important things you need to be aware of when you move into your new home:

- Keys  
You will be given keys to the property and a key fob to access communal areas. If you live in an apartment you may also be issued with a key to a meter cupboard within the building. Safekeeping of all keys is your responsibility. If you need a replacement key contact your Local Centre, we will charge you for these replacements.

## Benefits

Depending on your circumstances you may be entitled to claim housing benefit to help towards your rent. If you apply for benefits it is your responsibility to ensure that the benefit application is completed promptly and that all information requested is provided correctly.

Any delays with benefits applications can result in rent arrears building up which you will be responsible for. Housing officers will be able to advise you on how to apply for housing benefit or for more advice and information go to [stoke.gov.uk/benefits](http://stoke.gov.uk/benefits)

## Home Contents Insurance

As the landlord, we have insured the cost of repairing the building in the event of a fire, flooding or vandalism. However, you should take out contents insurance to cover furniture, carpets, curtains, redecoration and all your other personal possessions.

We do operate a home contents insurance scheme for you where you can pay for your possessions and home to be insured through a weekly payment. The payment for this insurance can be made with your rent. You do not have to use this insurance scheme and can contact other insurance providers.

If you are interested in our Home Contents Insurance telephone us on **01782 235540** or visit your local centre and ask for an application form. Application forms can also be found on our website ([www.stoke.gov.uk](http://www.stoke.gov.uk) under '[Home Content Insurance](#)').

## Utilities

As the tenant you are responsible for all utilities for the property, such as charges for gas, electric, water and council tax. When you sign your tenancy agreement, we will tell you about how to contact the gas supplier to your property, and inform you of the electricity and water companies that supply your new home. The meter readings will be taken at the sign up and given to you. These will be required when you contact the energy companies to inform them you are now the tenant.

## Gas Supply

When you sign your tenancy the gas supply to the property will be 'capped' for health and safety reasons. When you attend the signing of the tenancy agreement you will know which energy company supplies the gas to your property. The supply will need to be registered in your name before for the gas uncapping can take place. This will be explained in detail to you when your sign up is arranged and reiterated at the sign up itself.

**If you ever suspect a gas leak, contact the National Gas Emergency Service on 0800 111 999.**

If you ever wish to check who is supplying gas to the property you can do this through by calling the Meter Number Helpline on **0870 608 1524** or visiting the Energy Networks Association website [www.energynetworks.org](http://www.energynetworks.org).

## Electricity Supply

You will need to contact the electricity company that supplies your property to inform them that you are the new tenant. The details of who supplies your property will be provided when your sign up is arranged. The information will also be reiterated at the signing of the tenancy.

If you ever wish to check who is supplying electricity to the property you can do this through by calling the regional electricity distributor Western Power on **0800 6783 105** or visiting their website [www.westernpower.co.uk](http://www.westernpower.co.uk)

## Water Supply

You are responsible for all water charges to the property. You must contact Severn Trent Water PLC when you move into your home. You can do this online at [www.stwater.co.uk](http://www.stwater.co.uk) or call them on 03457 500 500.

**NOTE: It is advisable to search for an energy supplier that may provide you with a better deal for your energy than the company that currently supply your home. It is your responsibility to complete this check and a list of all energy suppliers and their contact details will be provided to you at the signing of the tenancy agreement.**

## Council Tax

You are also responsible for the Council Tax charges for the property. Your Local Centre can provide you with information or you can find many answers to frequently asked questions on our website [stoke.gov.uk/counciltax](http://stoke.gov.uk/counciltax)

You will need to contact the Council Tax department on **01782 233777** once you sign for your tenancy.

## TV aerials and satellite dishes

If you live in a house or apartment that doesn't operate a communal aerial system then you are responsible for your own television aerial. You do not need our permission to install a standard TV aerial or connect to cable TV services.

If you wish to install a satellite dish on any property, other than a high or medium rise apartments, this will be allowed as long as there is to be no more than two antennas per property (including the garden) consisting:

- A single antenna, not more than 1m in any linear direction
- Two antennas, one not more than 1m in any linear direction, and the other is not more than 600mm
- An antenna fitted onto a chimney is not more than 600mm in any linear direction
- An antenna mounted on the roof should only stick above the roof when there is a chimney. In this case, the antenna should not stick out more than 600mm above the highest part of the roof, or above the highest part of the chimney, whichever is lower.
- Please note that there are restrictions in erecting satellite dishes to properties with External Wall Insulation.

If you live in a high or medium rise apartment you are not allowed to install a satellite dish, CB aerial or mast. If you wish to access subscription TV services that are not already available, you should request permission from the Housing Assets Team, who will assess the impact of any installation works on the property. Call the Repairs line on **01782 234100** or e-mail: [Housing.Repairs@stoke.gov.uk](mailto:Housing.Repairs@stoke.gov.uk)

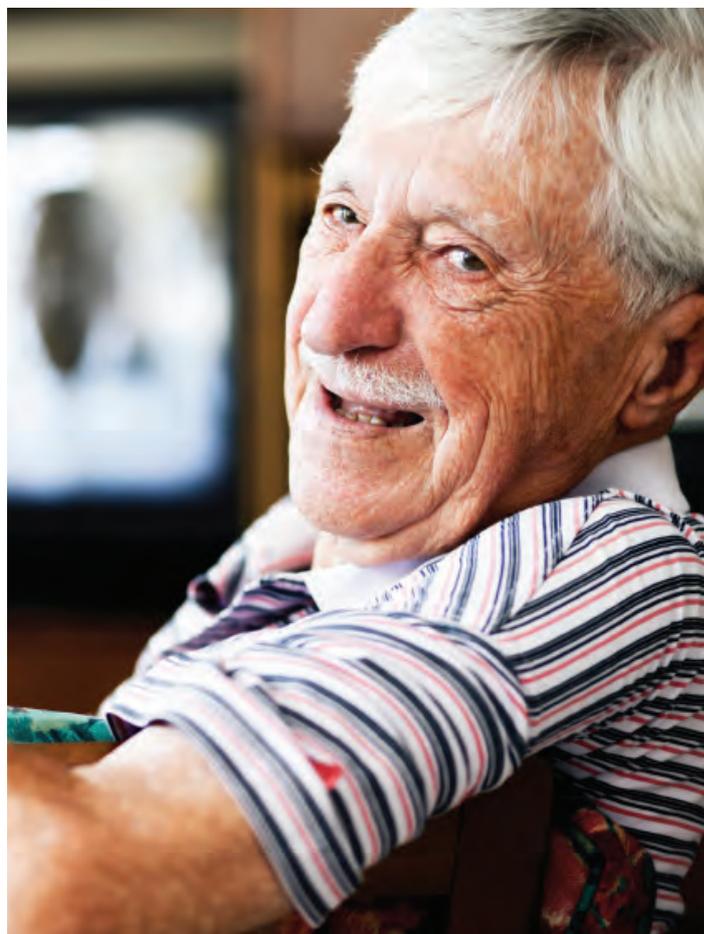
In some of our apartments and houses we provide a communal television aerial system which residents are able to connect to and pay a weekly service charge through their rent account. The council is responsible for maintaining these communal aerials and if you wish to report a fault with one please call the usual repairs line.

## TV Licence

If you are using a television you are responsible for having a TV Licence. This is the case even if you are using any communal aerial system that may be at the property.

There are a number of ways you can arrange a new TV licence or transfer an existing one:

- Online; [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)
- By telephone: **0300 790 6131**
- By post: **TV Licensing, Darlington, DL98 1TL**



# TYPES OF TENANCY

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As a local authority landlord the types of tenancy we can use are set out in law. The type of tenancy which you have depends on your circumstances but it will be one of the following types:

- Introductory Tenancy
- Secure Tenancy
- Demoted Tenancy

## Introductory tenancy

Most of the new tenants of the City Council are offered an Introductory Tenancy. This is a probationary tenancy which will usually last for a period of 12 months.

We provide Introductory Tenancies to new tenants to provide them with support during the first 12 months of the tenancy. This allows the new tenant to fully understand what is expected of them.

The majority of Introductory Tenants conduct their tenancy satisfactorily and then they are changed to a Secure Tenancy at the end of the probationary period however, if you breach your Introductory Tenancy, we may choose to extend your introductory tenancy for another six months.

Introductory tenants can be evicted much more easily than secure tenants. The council doesn't have to prove a legal reason in court but we do have to follow the correct procedure. The most common reasons for evictions include:

- if you have caused nuisance to neighbours
- if you haven't paid the rent or you have paid it late on a regular basis
- if you move out of your home and rent it to someone else.

Introductory tenants have fewer "rights" than secure tenants. (Full details of rights are shown in the sections '**Your rights as a tenant**' and '**Who has the right?**')

## Secure tenancy

If you've been a tenant with us for more than a year you will normally hold a secure tenancy. This usually means that you have the right to live in your home indefinitely, as long as you keep to the conditions of your tenancy. The council can only evict you by following the correct procedure and getting a court order. They have to give you written notice and prove a legal reason why you should be evicted before they can get a court order. The most common reasons for eviction include:

- not paying the rent
- causing nuisance to neighbours
- using the property for illegal activities such as drug dealing
- moving out of your home or renting it to someone else.

There are some circumstances, for example redevelopments, where the council can make you move to another property. If this is likely to happen to you we will give you plenty of notice.

Most of our tenants have a Secure Tenancy and enjoy considerable rights which are detailed later in the section '**Your rights as a tenant**'.

## Demoted Tenancy

A demoted tenancy is a one-year probationary council tenancy. Councils use demoted tenancies to take action against tenants who have been involved in anti-social behaviour. Demoted tenancies are very similar to introductory tenancies as they give you more limited rights and less protection from eviction than a secure tenancy. The council can evict you very easily if the problems that led to the demotion of your tenancy continue. A Demoted Tenancy lasts for a minimum of 12 months but can be extended for a further six months.

In order to demote a tenancy the council has to get approval from a court. Once it goes to court, the judge will only agree to demote your tenancy if you (or someone who lives with you or visits you regularly) have:

- behaved antisocially or caused nuisance in the area, or
- threatened to do so, or
- used your home for illegal activities such as drug dealing.

The council will then give you a written tenancy agreement explaining the rights and responsibilities you will have while your tenancy is demoted.

If an order is made, the demotion will normally last for one year. If you don't cause nuisance or break your tenancy agreement in other ways, you should automatically become a secure or flexible tenant again after 12 months (or 18 months in the case of an extended Demoted Tenancy).

## Your rights as a tenant

Once you become a Secure Tenant you have access to all the rights listed in this section. Some of these rights will be subject to getting agreement from us first. Contact your local centre if you need any advice about what rights you have as our tenant. If you are have an Introductory or Demoted tenancy, then you do not enjoy all of these rights (see the table later, "Who has the right?").

### Right to buy

- You must have been a tenant with the council or other social landlord for at least three years.
- Up to three family members can join in the purchase if the property has been their only or principal home for at least 12 months.
- We also have the right in law to stop your right to buy in certain circumstances.

### Right to take in lodgers (does not apply to tenants of sheltered housing)

- You must get permission first.
- You are responsible for your lodger's behaviour.

### Right to sub-let

- We will need to know why, to whom and for how long.
- You cannot sub-let the whole property and move elsewhere.
- It may affect some benefits you receive.

### Right to make improvements to your home

- Always get our permission before you start.
- We will not agree if the works proposed may make the property difficult to re-let .
- You must obtain any planning or building regulation approval.
- You are responsible for the standards of work and contractor.
- You are responsible for maintaining your improvements.
- When your tenancy ends, work must be left or restored to the original condition.

### Right to compensation for improvements

- Applies to all work done after 1st April, 1994.
- Only includes "Qualifying Improvements" e.g. does not include re-decorations
- Maximum per improvement is £3,000 (min £50).
- The right does not apply if you are evicted.

### Right to Repair

- Applies if we do not do repair work in the time stated.
- It only applies to small, but urgent repairs (up to value of £250).
- You may receive compensation if the work is still not done on time.
- The maximum compensation for any one repair is £50.

### Right to manage

- This gives tenants the right to take over management of their own homes.

### Right to be consulted

- This covers any change to your Tenancy Agreement or our level of service.
- 28 days notice is required before any changes are made to rents or other charges.

### Right to succession

- This is the right to pass on your tenancy to someone when you die. (See section: Succession)

### Right to assign

- This gives tenants the right to hand over their tenancy to someone else whilst they are still alive. (See section Assignment)

## Right to transfer

- This gives the right to request a transfer to another property owned by the council.

## Right to exchange

- This gives tenants the right to request to swap homes with a tenant of another social landlord by mutual exchange.

## Your rights as a tenant

	Secure Tenancy	Introductory Tenancy	Demoted Tenancy
Right to buy	YES**	NO	NO
Right to take in lodgers	YES*	NO	NO
Right to sub-let	YES*	NO	NO
Right to make improvements to your home	YES	NO	NO
Right to compensation for improvements	YES	NO	Not if evicted
Right to Repair	YES	YES	YES
Right to manage	YES	YES	YES
Right to be consulted	YES	YES	YES
Right to succession	YES	YES	YES
Right to assign	YES	NO	NO
Right to transfer	YES	NO	NO
Right to exchange	YES	NO	NO

\* does not apply to tenants of sheltered accommodation

\*\* does not apply to bungalows suitable for the elderly

## Holding a Joint tenancy

You may have signed one of the types of tenancies described above as a joint tenant with someone else. This means you both have equal rights and obligations.

- All of the tenants are responsible for keeping to all tenancy conditions (including paying the rent)
- If there is a breach of the tenancy agreement, either tenant can be held fully responsible
- The tenancy is passed to those remaining if one tenant passes away
- The whole of the tenancy will end if you or one of the joint tenants ends the tenancy
- It is unlawful to force another tenant to leave their home.

## Adding someone to your tenancy

If you are the only tenant but want to share your tenancy with someone and create a joint tenancy, please speak to your local Housing Officer. There are some cases where we would not allow you to share the tenancy. These include:

- The person you want to share your tenancy with has not lived with you for at least 12 months, or is not married to you/does not have a civil partnership with you

- The person has an interest in (i.e. owns, part-owns or has a tenancy of) another property
- The person does not have the right to reside in the UK
- There is a possession order on your home
- There are rent arrears on your current or a former tenancy

You should think very carefully before you add someone on to your tenancy, as this would give the other person equal control over the tenancy, including:

- The right to end (terminate) the tenancy
- The right to take over (inherit) the tenancy in the event of your death, in preference to any other family member who lives with you.

Normally only married people or people in a civil partnership take priority over other family members. If you receive benefits, you should also check with your benefit provider, the Department for Work and Pensions (DWP) and the Housing Benefit office whether becoming a joint tenant would have any effect on your benefits.

## Ending joint tenancies

If you are a Joint Tenant the whole tenancy will end if you, or the other Joint Tenant, ends it. We will then decide whether to create a new tenancy for the remaining tenant or offer them another property.

You may not have an automatic right to continue living in the property if a fellow Joint Tenant decides to end the tenancy or dies.

## Breaching the Tenancy Agreement

A breach of tenancy is the term used when you fail to keep to your tenancy agreement. An officer will contact you if we feel that you are breaching your agreement.

We will:

- contact you to find out what you think, in case you didn't understand what you had done was wrong
- explain what you must do to make things right and put this in writing
- give you time to put things right
- provide you with support to help you resolve your issues if support needs are identified.
- Hopefully you will do this and there will be no further problems.

## If the problem continues with a breach

If you fail to stop the breach of tenancy, we may take further action, including legal action.

This involves certain legal formal actions:

- We may apply to a court for an injunction to stop you from continuing to breach your tenancy
- We serve you with a "Notice of Seeking Possession" or a "Notice to Terminate" both of which are legal documents
- We may seek to demote your Secure Tenancy, by serving you with a "Notice of Demotion"
- If you continue to ignore what we have asked then we may end up taking you to court and asking for a "Possession Order".
- If this happens you would have to find a home for yourself as we may not have to provide you with another home.

## Passing on the tenancy

### Succession

If a tenant dies it may be possible for someone who is living at the property to take over the tenancy. If you have a joint tenancy, the other joint tenant will automatically take over the tenancy. But if the tenancy is in one name, there are rules about who the tenancy can be passed on to. The legal process is called succession and can only happen once.

For tenancies that started before 1st April 2012, your tenancy can be passed on to your spouse or partner, as long as they have been living in your home at the time of your death. If you are not living in as a couple, another member of your family may be able to take over the tenancy instead, providing they were living with you for at least one year.

If your tenancy began after 1st April 2012, family members – other than your spouse, civil partner or cohabitee – are no longer allowed to succeed. You should contact your local centre for advice in either of these circumstances or in any other situation where the tenant of the property has died or moved away leaving you in residence.

### Assignment

In some circumstances it may be possible for the tenant, within their lifetime, to transfer the tenancy to someone else living at the property, this is called assignment.

After an assignment has taken place, all the rights and responsibilities of the tenancy are passed from the original tenant to the new tenant. The original tenant no longer has any rights or responsibilities whatsoever in relation to the property. Secure tenants can assign their tenancy to any person who would be eligible to take on the tenancy by succession (see above). This includes couples who aren't married or registered as civil partners.

Assignment can only occur once. If a tenancy has already been passed on previously it cannot happen again.

If you are the tenant and you are thinking about transferring your tenancy you should contact your local centre for advice.

# MAKING THE MOST OF YOUR HOME

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We hope that you will enjoy living in your new home and becoming part of your new community. There are a few things to bear in mind which will help you to be a good neighbour, manage your tenancy properly and be kind to the environment too.

## Keeping your home clean

By keeping your home clean and tidy and disposing of rubbish correctly you will be able to make sure your home and the surrounding area are a pleasant place for everyone to live. Not having a clean home can affect your health and well-being.

If you live in a block of apartments with communal areas such as stairs or an entrance hall then you and your neighbours are responsible for keeping the area clear and tidy. In larger blocks of apartments and supported housing there will be staff who are responsible for day-to-day cleaning but we expect all residents to be considerate to others and help keep the block and surrounding areas tidy.

## Rubbish and Recycling

You must ensure all rubbish is removed from your home, garden and garage and is disposed of properly. Recycling cuts down on the need to send rubbish to landfill. It also reduces the use of new materials and saves energy, helping to tackle climate change. We are committed to ensuring that we increase the amount of recycling done in the city.

If you live in a house you will have been provided with a recycling wheelie bins and/or tubs, these are to be used for recyclable materials. You can recycle: paper, cardboard, cans, drinks bottles and plastics such as milk cartons.

If you live in an apartment you may have recycling facilities in your building. There are also recycling points across the city and details can be found at [www.stoke.gov.uk](http://www.stoke.gov.uk) or by asking at your Local Centre.

Other small waste items will be classed as normal day-to-day household waste and can be put in your household waste bin. However, bulky waste will not and you will need to make different arrangements for these.

## Bulky waste

If you have large items that you need to get rid of you can take these to your local tip (details can be found at [www.stoke.gov.uk](http://www.stoke.gov.uk)) or you could use our bulky waste collection service.

We collect fridges, freezers, white goods and other large items such as furniture. Our prices vary depending on what we're collecting from you. If you want to check what the service offers or book a collection call us on **01782 234234** or pop in to your nearest local centre where our customer service advisors will take your payment and advise you of the collection date.

## Disposing of nearly new items

You may find that you have items of furniture which are in a good, clean condition that you no longer want which may be of benefit to someone else. Rather than disposing of these items you may wish to donate them to "Furniture Mine". This organisation collects items which are in a good condition and make them available to those people who cannot afford to buy them. You can contact Furniture Mine on **01782 846111**.

## Gardens

It is your responsibility to ensure your garden does not become overgrown or contain any rubbish. Hedges and shrubs should be trimmed regularly and should never be allowed to overgrow onto footpaths as this can be dangerous to those using them.

Don't let your grass get too long. Not only does it look untidy but it will be far harder to deal with later. Any garden rubbish can be left for your refuse collection; however it must be placed in "garden sacks" if you do not have a wheelie bin. These special sacks are available from your local centre for a small charge. If you are unsure whether you are responsible for an area of land ask your local centre who can tell you.

## Garden fires

Despite popular belief, there are no set times or days when garden fires may be lit, nor is there a ban on them in smoke control areas. However, the law requires that fires should not cause a nuisance to residents, which means that frequency, type of materials being burned, whether the neighbour has their washing hanging out and supervision of the burning are all relevant factors.

## Getting help with your garden

We have a "Tidy Garden" scheme designed for you if you are elderly or disabled and have no family or friends who can assist you in maintaining your garden.

This scheme is run by a training organisation and is aimed at assisting you to keep your garden tidy and to help young people to train.

Contact a member of your local centre if you would like to be included. Please note that there is a waiting list for this scheme.



## Pets and other animals

Keeping a pet can be important to many tenants and we understand the benefits that responsible pet ownership can bring. However, controls must be in place to prevent irresponsible pet / animal ownership which can cause suffering to animals and a nuisance to neighbours and the wider community.

Your tenancy agreement details in what circumstances pets and other animals may be allowed.

Generally, you may keep small caged pets and aquaria fish. You may also keep dogs and cats if you have the exclusive use of the garden. However, you will need to get written permission if you wish to keep birds in an aviary or pigeon loft or you would like to have a dog or cat in a property that does not have exclusive use of a garden.

There are some animals that will be considered unsuitable and which you will never be allowed to keep at your property; these include livestock and animals which are potentially dangerous or likely to cause a nuisance to other residents. This includes;

- Livestock such as poultry, pigs, goats or horses or similar.
- All venomous (poisonous) insects and spiders.
- All large, venomous or constrictor snakes or lizards.
- A dangerous wild animal (e.g. under the Dangerous Wild Animals Act 1976 (as amended)).

If you are in any doubt as to whether you are allowed a pet you should contact your local centre.

You are not allowed to breed or sell dogs or other animals from the property as this is considered a business and will be considered a breach of the terms of your tenancy.

## Your responsibilities as a dog owner

If you have a dog please follow this advice to make sure you are a good owner:

Clean up after your dog - when you walk your dog you must clean up after it. Always take a bag with you, tie it and dispose of it in one of the bins we provide. Otherwise you can put it in your bin at home. Dog mess can cause health hazards, such as serious eye infections. Enforcement action will be taken against people who allow their dog to foul on the highway or public land. If you see someone allowing this to happen please contact us directly either by telephoning our contact centre (**01782 234234**) or visiting a local centre.

- Don't let your dog stray - You must make sure that you don't let your dog out alone. We have dog wardens who collect straying dogs and you will have to pay a fee to have it returned.
- Identify your dog - with collar, tag and micro-chip. When your dog is outside make sure that your dog wears a collar with a tag to identify the owner. Also a small microchip may be inserted painlessly into the back of your dogs' neck by your local vet. Dog wardens always scan dogs for chips and this allows them to return your dog to its home
- Don't let barking become a nuisance - Constant barking and whining by your dog especially at night can be a nuisance and is unfair on your neighbours. Good training, affection and companionship will help to prevent barking becoming a problem.
- Control your dog - It's against the law to let a dog be dangerously out of control anywhere, this includes public places and your own home. Your dog is considered dangerously out of control if it injures someone or makes someone worried that it might injure them.

You can be fined up to £20,000 or sent to prison for up to 6 months (or both) if your dog is dangerously out of control. You may not be allowed to own a dog in the future and your dog may be destroyed.

If you let your dog injure someone you can be sent to prison for up to 5 years or fined (or both). If you deliberately use your dog to injure someone you could be charged with 'malicious wounding'.

## Working from home

We encourage people to work from home as long as they do not cause a nuisance to their neighbours and do not infringe planning regulations. We welcome tenants who provide a service for the community, for example, through fostering or childminding. However, some occupations may be unsuitable, for instance those which cause noise or involve lots of people coming to and from your property. Please refer to your tenancy agreement for more information on this.

If you are considering working from home then please contact your housing office to discuss your plans. If you start to run a business and are claiming Housing Benefit or Universal Credit, you must tell the Council Housing Benefit section or DWP. Other state benefits may also be affected.

## Taking in a Lodger

One way for some tenants to earn extra income is to rent out a spare room to a lodger. This option won't suit everyone, but it can provide a sensible way for tenants to use any spare bedrooms they may have.

A lodger is someone who rents a room in your home and shares your facilities. Close family members are not normally classified as lodgers. You must provide your lodger with a furnished room, and use of other communal areas such as the kitchen and bathroom. It is up to you if you decide to provide meals and do their laundry.

What you charge your lodger will depend on the facilities you are providing to them.

At [www.SpareRoom.co.uk](http://www.SpareRoom.co.uk) you can get an idea of how much other people charge for similar accommodation in your area.

Any benefits you receive may be affected so find out in advance how this impacts on you. You may be able to speak to a Benefit Assessor face-to-face at your nearest Local Centre or call Benefit Services on **(01782) 232982**.

For further advice and information, visit your nearest Local Centre or to speak to a Benefit Assessor, please telephone **(01782) 232982**.

## Preparing for the unexpected

The Staffordshire Resilience Forum, a partnership made up of local councils, hospitals, emergency services, and the voluntary sector, works together to prepare for the unexpected. As a member of the community, you also have a key role in preparing yourself, your family, neighbourhood and friends for an emergency.

This forum has provided a web site and booklet which contains advice and guidance on what you can do to prepare yourself, your home and your family for a range of issues including; winter preparedness, flooding, school closures, power outages and health outbreaks.

For details please go to [www.staffordshireprepared.gov.uk](http://www.staffordshireprepared.gov.uk)

## Smoking and the use of Electronic Cigarettes

When staff or contractors visit the property, tenants may be asked to refrain from smoking or using an electronic cigarette (e-cigarette) within the property. In some cases, if it is deemed necessary, failure to do so could be considered as a failure to allow the council to undertake their responsibilities as a landlord and a breach of the tenancy conditions.

Smoking or the use of e-cigarettes is not permitted within communal areas of sheltered blocks and any communal areas in blocks of apartments. Tenants wishing to smoke or vape may do so within 5 metres of the building, avoiding entrance areas and having regard to other tenants within the accommodation. Disposal of used cigarettes should be done in an appropriate and safe manner, using disposal bins where these are provided.

# GETTING ON WITH YOUR NEIGHBOURS

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## Anti-social Behaviour

Anti-social behaviour may cover many forms of behaviour that people find distressing, from neighbours contrasting lifestyles to serious criminal activity in the form of harassment. While perceptions of antisocial behaviour are personal, an essential definition of anti-social behaviour can be classified as 'behaviour that is capable of causing a nuisance, annoyance or distress to any person living in, working in or visiting the neighbourhood'.

## Dealing with problems with your neighbours

The tenancy agreement is designed to protect all tenants living in city council homes.

This means that if you are having a problem with a neighbour, whether it is your next door neighbour or someone living on your estate, their children or their visitors then you should let us know straight away.

Problems with neighbours can occur through many different things. Some of the most common are:

- Noise caused by loud music or arguments
- Parking without thinking of others
- Barking dogs
- Children playing
- Bad language

As a first step we encourage tenants, who are experiencing problems with neighbours, to try and settle the dispute amicably. Often your neighbour may not realise that they are causing an annoyance and involving us straight away can make your neighbour feel threatened which may make the situation worse.

Explain to your neighbour in a calm and reasonable way the problem you have and be prepared to compromise. You may be able to settle the matter straight away without any further action. However if you approach your neighbour and they behave unreasonably, you should walk away. If you are unable to resolve the problem yourself you can report it to us and we will advise you how we can help.

If you feel you cannot speak to your neighbour directly then contact your local centre. A Housing Officer will be able to discuss with you the most appropriate way to deal with the behaviour that is causing you problems.

## Threatening behaviour

If you are being threatened in any way you should first contact the local police, then let your local centre know. We take all complaints seriously and will investigate your complaint and try to resolve your situation. We do however need your assistance so you must be prepared to help us to help you. This may mean making a statement about what has occurred, keeping records of what happens to you, and in some serious cases we may ask you to go to court with us to tell the judge what your neighbours have been doing.

### **We will not tolerate any threatening behaviour against our own staff or contractors.**

A condition of your tenancy is that you or your visitors must not threaten, intimidate or carry out any violent act against any member or officer, or agent of the city council in your dwelling, in the neighbourhood generally or, in any of the city councils premises. We will not hesitate to take legal action against you which could lead to your eviction.

## Right to a quiet life

Everyone has the right to enjoy a quiet life within their own home. But noise, whether it is from neighbours or from commercial or industrial activities, can be annoying, stressful and disruptive to normal living. Please remember to keep noise to a minimum. Some everyday noise can be unavoidable (for example a washing machine or normal conversation).

However, you should not cause noise through the night and early in the morning or expect your neighbours to put up with anti-social behaviour such as shouting, loud music or disruptive visitors. If you are doing something during the day which you know will cause extra noise (e.g. decorating) it's a good idea to talk to your neighbours about your plans.

If you are troubled by unreasonable noise from neighbours, such as barking dogs, loud music or other anti-social noisy activities contact your Local Centre or Housing Officer as this may be a matter for enforcement through tenancy conditions.

The city council can also use environmental laws to both stop noise nuisance and to prevent it from happening in the first place. In the case of noise from all other sources, such as commercial or industrial activity, you should contact the Environmental Health Service on **01782 232065**.

# GARAGES AND PARKING

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## Renting a garage or parking space

In some areas there may be garages and parking spaces which can be rented out to residents for a separate weekly charge. There may be a waiting list for these.

If you do wish to rent a garage or parking space you will need to prove that you own the vehicle, that it is registered to your address and that you have the right insurance for it. Contact your housing office for more information on availability and how to apply.

## Parking

Unfortunately most of our estates do not have a great deal of parking space. This lack of spaces can lead to worry and stress. Please remember the following when parking your car:

- Be thoughtful when you park your car or vehicle
- Any taxed car or vehicle can be parked in a suitable place on the highway
- Parking on the grass verges is not allowed

Parking is often very limited so we ask all tenants to be considerate of their neighbours. Unless you have a designated parking space, or there is a permit system in place then parking in the car parks available is on a first come first served basis. Please park in designated areas only and not on grassed areas or verges. If you are expecting visitors be sure to explain to them the arrangements for parking.

## Parking Enforcement

Dropped kerbs are there to identify a crossing point for pedestrians in the city and town centres. Many of these are tactile paving and are aimed at improving people's safety when on foot. Vehicles parked on dropped kerbs obstruct these crossing points, putting people in danger.

In these instances our Civil Enforcement Officers will issue Penalty Charge Notices where appropriate. Penalties can be issued on dropped kerbs even if there are no parking restrictions on the road. This applies to everyone, including blue badge holders.

If you live in the city and you have your home driveway blocked by another vehicle you can contact us on **01782 237999**. You will need to give your name, address, contact number and a description of the vehicle as anonymous calls cannot be responded to.

We may be able to issue a Penalty Charge Notice but can't have the vehicle removed. The idea is that it will discourage them from parking inconsiderately in the future. Please note: the vehicle must be preventing access in order for the officers to enforce.

Further information about parking availability, restrictions and enforcement can be found at [www.stoke.gov.uk/parking](http://www.stoke.gov.uk/parking).

## Abandoned cars

If you think a vehicle has been abandoned you can report it online at [www.stoke.gov.uk/problemsinmyneighbourhood](http://www.stoke.gov.uk/problemsinmyneighbourhood) telephone **01782 234234** or tell your local centre. We will then investigate and arrange for the vehicle to be removed where it is on our land.

If a vehicle has been burnt out or you think it may have been stolen please report it to Staffordshire Police on telephone **08453 302010**.

# BUYING YOUR HOME

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Most people who are secure tenants have the right to buy the homes they rent. If you dream about owning your own home you may be able to under the Right to Buy scheme. The scheme gives you the legal right to buy your council home at a price lower than the full market value. You will get a discount on the price depending on how long you have been a public sector tenant and whether you buy a house or apartment. If you buy your apartment, the council continues to own the freehold and take key decisions eg on major works (for which you will generally have to pay your share).

There are some exceptions to the Right to Buy scheme. You may not be able to buy your home if, for example, you live in sheltered housing or if your home is particularly suitable for elderly people.

If you would like to know more about this scheme, eligibility and how to apply to buy your home then please go to [www.stoke.gov.uk](http://www.stoke.gov.uk) and search for 'Right to Buy'. Alternatively you can call the Home Ownership Team on **01782 235540**.

# IF YOU WANT TO MOVE

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If you want to move to another property there are a number of different ways in which you can do this. For more information on moving call the Housing solutions team on **01782 233696** or you can email housing solutions team on [housing.adviceservices@stoke.gov.uk](mailto:housing.adviceservices@stoke.gov.uk)

## Transfers

You may need to move locally because your current home is too big or too small, or no longer meets your needs for other reasons. As a Stoke-on-Trent City Council tenant you can apply to transfer to another one of the City Council's properties.

To enquire how to do this contact the Housing Solutions team. Your application will be assessed and you will be awarded a priority banding based on your housing needs and circumstances.

A housing needs officer will provide you information on how long it may take to offer you an alternative property. This waiting time will be based upon the amount of stock we have in the areas you are requesting and how often these properties become available.

Certain areas of Stoke on Trent have a high demand which means the waiting time will be longer, Housing needs officers will offer other housing options in circumstances such as these.

## Mutual exchange

### What is a mutual exchange?

If you want to move may be able to do so by a mutual exchange. A mutual exchange is where a tenant swaps their home with another tenant of the city council, a housing association or another council. This can mean swapping locally or to another part of the country.

### Who can apply for a mutual exchange?

All city council tenants with a secure tenancy have a right to exchange, and we will not unreasonably withhold permission. However, under housing law there are grounds to refuse an application for a mutual exchange, for example a breach of tenancy.

### Finding someone to exchange with

First you need to find a tenant of a suitable property who is willing to swap with you. Sometimes you will already know someone who wants to swap homes. Or you can register your details on the HomeSwapper website ([www.homeswapper.co.uk](http://www.homeswapper.co.uk)).

By registering online with HomeSwapper you can find other tenants who are wanting to move. This service is free to all city council housing tenants. You will need to provide details of the property you currently live in, the type of property you wish to move into, and your contact details. Your property details will be advertised on the website and you will be able to search for homes throughout the country.

## Making the application to exchange

When you have found a person to exchange a property with, you need to complete one of our application forms as you will need our permission before you can exchange. All parties wishing to exchange must complete an application form and submit to us. For more information about mutual exchange contact Housing Solutions, ask at your local centre or go to [www.stoke.gov.uk/housing](http://www.stoke.gov.uk/housing)

## Moving out

If you are planning to move out of your home there are some things you need to do:

- Let your housing office know four weeks in advance that you are planning to leave. This notice can be given in a letter to us or we can give you a form to complete
- If you are moving via a transfer arranged through us you will not be required to give the full four weeks' notice. Please discuss this with your Housing Officer.

Leave your home clean, tidy, in good repair and decorative order. Remove all rubbish and all possessions. If you have been putting off reporting any repairs please report them and get them done before you go. This will mean we can re-let your home more quickly to a family who need it. If we need to carry out repairs to the property after you have moved out (caused by damage or misuse of the property) we will charge you for the cost of these repairs.

## Death of a tenant

When a family member or close friend passes away dealing with their affairs can appear difficult when you may not be aware of what to do.

It is important that you notify us as soon as possible. You will also need to inform the Benefit Services on **01782 232982** and the Council Tax Service on **01782 233777**. You will also need to contact all utility companies for the property, for example the gas and electrical supplier.

Visit your nearest Local Centre or One Stop Shop for help and advice about who to contact. If your family member or close friend lived in one of our Sheltered Schemes, contact the Scheme Co-ordinator who can provide you with support and assistance.

## Support Visit

Practical support during this period will be offered when an officer from the Local Centre will arrange to visit you. This will be an opportunity for us to offer advice and support, and help you with any concerns about what is needed to be done.

## Ending the tenancy

If your family member or close friend lived alone, you will be provided with a form to terminate the tenancy. The Local Centre, One Stop Shop or Scheme Co-ordinator can help you complete the form. When practical, we would need a copy of the death certificate.

We will allow a period of up to two weeks rent free following the death of a tenant. Payment of the rent and other charges for any weeks beyond this will be due from the estate and not the next of kin. If the tenant was in receipt of Housing Benefit, this will end automatically at the time of death.

It will be helpful if you could let us know who is dealing with the affairs, for example a solicitor, family member or close friend.

# LIVING IN COMMUNAL BUILDINGS

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There are a few points to remember if you live in a high rise apartment as living in communal buildings such as blocks of apartments can be different from living in a house.

## Storage of dangerous substances

In the interests of the safety of all residents, the use and storage of gas bottles and cylinders, paraffin or other dangerous substances is forbidden in high rise apartments. This means that the use of portable gas fires and paraffin heaters is not allowed.

## Door entry systems

Door entry systems are provided in some blocks. These allow you to ask who is calling to your home before you allow them to enter. In some blocks CCTV is in operation and you can see who is at the entrance door. Please only allow access to authorised visitors and do not let anyone in that doesn't have authorisation or you don't know. The door entry system provides security for the whole block and all the residents living there.

## Carbon Monoxide safety

If you are happen to sleep in the same room as your gas fire you must have a carbon monoxide (CO) detector fitted. This will alert you to any dangerous carbon monoxide gas, which is odourless and therefore otherwise would go undetected.

**Carbon Monoxide is a silent killer – be safe.**

## Noise in apartments

Due to the design and construction of some types of apartments, noise can be amplified and carries easily through the block.

Residents in apartments are asked to keep noise to a minimum, particularly at night time, to stop other residents from suffering. This also applies to stairwells and communal areas.

Remember that we are all entitled to the quiet enjoyment of our home and that we all should show consideration to our neighbours.

## Washing lines

You should not hang washing on your balcony or from the windows of your apartment. This also applies to flags.

## Obstructing Communal areas

These must not be used to park motorcycles, mopeds or cycles that can cause an obstacle for those using the area.

## Fire escape routes

All tenants must comply with the fire evacuation procedure in their block and respond to all activations in accordance with these procedures and / or test scenarios. Where a tenant repeatedly fails to respond and / or cause an obstruction or nuisance during this process, they may be considered in breach of their tenancy and appropriate action will be taken. Tenants' may be signposted to services such as Staffordshire Fire and Rescue for advice on fire safety.

It is a requirement of the Staffordshire Fire and Rescue Service to ensure that fire safety regulations are met and fire escape routes are clear, and is essential to maintaining the safety of all other tenants, staff and fire officers. Tenants and leaseholders will be requested to remove any other items in communal areas and in the case of repeated breaches items may be removed and disposed of.

## Visitors

You are responsible for the behaviour of people visiting you whether they are in your apartment or within the communal areas of the building so you need to be aware of the impact your visitors may have on other residents in the scheme.

## Mobility Scooters

Access routes, storage space and charging arrangements for mobility scooters vary from scheme to scheme. There may be limits on the size of scooter that can use internal corridors and emergency escape routes will need to be kept clear.

The Scheme Co-ordinator or your Housing Officer will be able to provide details of where you can store your scooter and how you can charge your scooter.



City of

**Stoke-on-Trent**