

Your Tenancy

This section should be read alongside your tenancy agreement.

When you became a resident you will have signed a legal document – your tenancy agreement. This sets out the rights and obligations for you as a resident and for us as your landlord.

Starter Tenancies

Starter Tenancies are a form of assured shorthold tenancy, which are converted to a full assured tenancy after 12 months if the tenancy has been managed responsibly. If the tenancy has not been conducted satisfactorily the Association will follow agreed policy guidelines to extend it or terminate it. The agreed procedures ensure that starter tenancy residents are not discriminated against or offered less favourable treatment than others.

Assured Non-Shorthold Tenancy

This type of tenancy gives you more security and means that there is no fixed term to the tenancy allowing us automatic possession at the end of that term.

Information About Your Assured Tenancy Agreement

Assured tenancies were created by the Housing Act 1988 and updated by the 1996 Housing Act. We provide assured residents rights which go beyond legal requirements.

How Long Does Your Tenancy Last?

Security of tenure

Assured Non-Shorthold tenancies last for as long as you want providing you pay your rent on time, live in the property as your main and only home and keep to the terms of your tenancy agreement.

If you do not use the property as your main and only home or you abandon it you will lose your security of tenure.

If you intend to go away for longer than 28 days it is important that you notify us so we know that you intend to return. You must also make arrangements for your rent to be paid on time.

If you break the terms of your tenancy agreement, or if we need possession of your home for another reason, such as needing to do

major repairs to it, we can end your tenancy by first serving a Notice of Seeking Possession. This will explain why we want possession and this will be under one of the legal grounds listed in the Housing Act 1988 (as amended by the Housing Act 1996). Please refer to your tenancy agreement. Normally, we will not apply for a Court hearing for at least two weeks after serving this notice, except in very special circumstances involving severe neighbour nuisance. The Court can grant us an order entitling us to take possession of your home. Sometimes, depending on the reasons we are asking for possession, the Court will suspend the order to give you a final chance to remain living in your home. This will usually mean you keeping to specific terms the Court sets. If you receive a Notice of Seeking Possession for any reason, you should contact your housing officer straight away.

Reasons why we would seek possession to end your tenancy:

- Failure to pay rent
- Terms of the tenancy agreement have been broken
- You gave false information when applying for housing
- You or family and friends have harassed or caused nuisance to others
- More suitable alternative accommodation is available
- Property requires demolition or major works

Our aim is to help you stay in your home and we will only take Court action when there is no reasonable alternative.

Domestic Violence

The law allows us to take action against residents who have committed domestic violence against a family member and this could mean bringing the tenancy to an end through the Courts. We have a comprehensive domestic violence policy. If you are suffering domestic violence, please contact us for advice.

Changes To Your Tenancy Agreement

Changes to your tenancy agreement will only be made after we have consulted you and have your written agreement. This does not include changes to your rent, service charges or other collectable charges.

Joint Tenancies

If you decide that you want a tenancy with another person who you share your home with – usually a partner but it can be another family member – this is called a joint tenancy. If you wish to apply for a joint tenancy please contact your housing officer.

Sub-Letting And Lodgers

What do we mean by Sub-letting?

Sub-letting is where you let part of your home to a sub-resident. This is somebody who has their own room in your home and lives independently from you.

You must write to us for permission before sub-letting. You will need to tell us the name, age, and sex, of the person you are sub-letting to and state how much you are charging them.

We will not unreasonably deny permission to sub-let, but you should remember that you must not let your home to others if you are not living in the property.

If you do take in a sub-resident (or a lodger) and you claim benefits you must tell the benefits agency because it could affect the amount you receive.

What Do We Mean By Lodgers?

A lodger is someone who lives with you but does not have exclusive use of part of the property.

Residents with Assured Non-Shorthold tenancies have the right to take in lodgers so long as this does not cause overcrowding. You will need to provide us with the name, age, and sex, of your lodger and state how much you are charging them.

You cannot take in a lodger if you do not have a spare bedroom.

If you take in a lodger he or she lives in the property with your agreement. They have no legal right to possession of the property.

Succession

Succession means passing the tenancy on to someone else when you die.

If you have an Assured Shorthold tenancy, any succession would be to a tenancy of this type.

As long as your tenancy was not passed on to you originally, you can pass it on to your partner or a family member in the following circumstances:

- If you die, a spouse or partner may be able to take over the tenancy as long as the property was their main or only home
- If your tenancy does not go to your partner or spouse, we may give our agreement for another member of your family to get the tenancy if they have lived with you for at least 12 months

- If there is a dispute over who should get the tenancy and no agreement can be reached, we can decide who the new resident will be
- If you take on a property with special features, such as a specially adapted bungalow for the disabled, and you do not need those features, we may ask you to move to another property to make that special home available for reletting. This may also apply if you take on a property that is too big for your needs.

All claims to succeed to a tenancy should be made in writing to us within one month of the resident's death.

In some cases, we may also consider a second request to succeed. In any event, you should talk to your housing officer for further advice.

Assignment

Assignment means passing your tenancy to someone else. Normally only one assignment can take place.

You cannot give your tenancy to someone else without our permission.

You can assign your tenancy by way of a mutual exchange (refer to the section on Moving Home for more information on mutual exchanges).

The Courts have powers to order that a tenancy will be assigned, for example as part of divorce arrangements.

In cases of relationship breakdown when a joint tenancy is held, in some circumstances, the tenancy may be assigned over to the remaining resident if both parties agree.

Apart from these rights you must not assign (transfer) the tenancy to anyone else.