

Section 2

YOUR HOME

Your Tenancy Agreement

The majority of our tenants are assured tenants. If you have any doubt about what sort of tenancy you have, please refer to your Tenancy Agreement.

If you occupy your home under an 'Assured Tenancy Agreement', this means that there is no end date to the tenancy. You can occupy as long as you keep to the terms of your Tenancy Agreement.

If you occupy your home under an 'Assured Shorthold Tenancy Agreement', your rights and responsibilities as a shorthold tenant are the same as those of an assured tenant except that:

- Assured Shorthold Tenancy Agreements are fixed term contracts usually lasting 6 months. After this fixed term has ended we have to give you a minimum of two months notice to end the tenancy but you need only give one months notice.
- If you breach your tenancy terms, even within the fixed term, we can give notice to seek possession of your home. We still have to obtain a court order before you have to leave.
- If you wish to remain in the property, and we have the authority to do so, we can grant another fixed term assured shorthold tenancy, again usually for 6 months.
- You have no right to acquire your home
- You have no right to exchange your home
- You have no right of succession
- You have no right to assign your home

The following information applies to Assured Tenancy Agreements

Your security

As long as you live in your home and abide by the conditions of the tenancy agreement you will have security of tenure, i.e. you will not be asked to leave.

We will only disturb you if:

- we need emergency access to inspect and carry out repairs, or
- if you are in breach of your Tenancy Agreement.

If you cease to use our property as your main residence please contact the office. We need to know if a property is being left unattended for a period of time and what arrangements have been made for repairs, maintenance and security. If possible leave a contact number for you or a person who has the keys. If you are not using the property as your main home you will be asked to give up the tenancy. If the property is no longer your main home it can affect your entitlement to housing benefit.

Your right to be consulted

We will consult with you over any major changes or issues that may affect your home. This includes major repairs and refurbishments, and any services and policies that have a major effect on the way your home is managed and services are delivered.

Breaking your tenancy agreement

If you break your Tenancy Agreement or there are other reasons why we need to end your tenancy, we will issue you with a Notice of Seeking Possession. This procedure is used for all cases where there are breaches of the Tenancy Agreement, not only for rent arrears. If you do not respond, the procedure will lead to your eviction. However, we will discuss the matter with you and give you the opportunity to put the 'problem' right before we take the matter further.

We will apply for a Notice of Seeking Possession if:

- you do not pay your rent or if you break any other terms of your Tenancy Agreement
- you have been convicted of using your home, or allowing it to be used, for illegal or immoral purposes
- you (or the person you inherited the tenancy from) are only in a property temporarily while we carry out work to your normal home, which is now ready for you to move back into
- breaches of your tenancy agreement are caused by visitors or people who have visited you
- there is some other specific reason which will be explained to you

Notice of Seeking Possession

If we take action to end your tenancy we have to give you at least four weeks written notice of seeking possession before we refer the matter to Court. A Notice of Seeking Possession will give the earliest date when legal action can start and it must state the reason why it has been served. If we take this action it means that there has been a serious breach of the Tenancy Agreement. You must contact the Housing Manager immediately should you receive a Notice of Seeking Possession.

Possession Orders

Following a Notice Seeking Possession the matter will go to court. At Court we will apply for a Possession Order as well as payment of rent arrears and any other money owed to us. The court could also order you to pay the Court fees, usually £120.00. You have a right to be at Court or to have a representative attend Court on your behalf and we would encourage you to do so.

If you owe rent or other money to us, a Judge can award a 'suspended' Possession Order which means you must pay the money due to us - if you do not we will be free to apply for an 'outright' Possession Order. In other cases, we may be granted an 'outright' Possession Order immediately. In this case you must pay all arrears by a specific date - usually 28 days after the Court hearing date.

If you still do not do what the Court orders, we will evict you.

If you do not have children, and you are not elderly or registered as disabled, we will evict you and continue to demand any money you owe us. It is unlikely that your Local Authority will find you somewhere else to live. If you are elderly, registered disabled, or you have children under 16 years old, we will evict you and continue to demand any money you owe us. However, it is possible that your Local Authority will find you somewhere else to live - usually in a bed-and-breakfast or a hostel - for 28 days only. After that period you will have to find somewhere else to live.

Use of Your Home

Your Tenancy Agreement states that you must use your home as a private residence (including garages or shared parking areas) and not for any trade or business purposes. You may be able to work from home if there is no safety risk and you do not disturb or inconvenience your neighbours. For example typing or child minding may be allowable but we will not allow car repairs or work that involves the installation of machinery or employing staff. The work you wish to do must not stop you living in any part of your home.

Before you start to work from home, check with the Housing Manager to ensure that it does not break any planning or environmental rules. If you still want to work from home you must get written permission from the Housing Manager. Permission will not be withheld without good reason.

Taking in lodgers

You may take in lodgers if you wish. A lodger usually shares your home and facilities as if they were a member of the family. You must ask our permission in writing first. Permission will not be given if it causes overcrowding. Please let us know if you are taking in a lodger as we have a legal obligation to ensure that your home is not overcrowded. If you take in a lodger your entitlement to housing benefit may be affected, so you must contact the Housing Benefit Department at the Council.

The Association does not grant you the right to sublet any part of your home.

Sharing your tenancy

If you have a single tenancy you may ask to make it a joint tenancy by adding another name on it. We only consider changing a sole tenancy to a joint tenancy in exceptional circumstances. Both people need to agree not to break the tenancy agreement before a joint tenancy can be agreed. It is important to remember that in a joint tenancy both people are responsible for the payment of rent and meeting the obligations of the Tenancy Agreement. If either person ends the tenancy in writing, we will accept the notice and make arrangements to end the tenancy. Therefore if a relationship breaks down or partners split up please let the Housing Manager know. If either partner, who has their name on the Tenancy Agreement, ends the tenancy in writing, whether or not they still live at that address, the notice will be accepted and both partners have to leave.

Please note that if you have rent arrears, or any other breach of tenancy where legal action is being taken i.e. neighbour nuisance, your application to change your tenancy agreement to a joint one will be refused.

Taking over a tenancy by succession

If you die and have had a relative living with you for the last 12 months (e.g. son, daughter, parent, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece), they may be entitled to take over the tenancy by succession.

Providing the property has been their sole or principal home you can pass the tenancy on to:

- The surviving partner
- A close family member who has lived with you for 12 months

Under these circumstances a tenancy can only be passed over in succession ONCE.

If you wish to take over a tenancy by succession and the property is larger than your requirements i.e. one person in a three bedroom property, we will find more suitable accommodation and ask you to move to it.

Right to Acquire

As the Association is a charitable Housing Association, its tenants do not have any "Right to Acquire" the properties they rent, and it is the Association's policy that no tenant will be allowed to purchase their property. However, there are arrangements by which tenants can be assisted, if they wish to purchase a property in the private sector. Please contact the Housing Manager if you wish to investigate this matter further.

Keeping Pets

Some tenants will be given permission to keep pets in their home as long as they do not cause a nuisance to neighbours or damage the property. **All tenants** have to receive written permission before they have a pet living in their house. Below is an outline of our policy on pets.

- All properties are suitable for the maximum of 2 small caged animals and birds and tanked fish.
- If you live in a house or a bungalow, permission will normally be given for you to keep up to two pets of which not more than one may be a dog. Animals must be kept under control at all times.
- You must not keep dangerous dogs or other dangerous/exotic species.

If you have more cats or dogs than permitted you will be asked to keep only the number allowed. If you do not do so, we may apply for an injunction to remove your pet or give you notice that we will apply to Court to re-possess (gain possession) of your home.

If you would like more information on the policy about owning a pet please contact the Housing Manager.

Ending your tenancy

If you wish to move out you must give us one month's notice in writing. The last day of the tenancy must be a Sunday; you must hand your keys in the next day, Monday, before 10 am. You must continue to pay your rent until the notice ends. We continue to charge rent until the keys are handed in. For full details of leaving your property see section 8.