



This leaflet tells you about your right to stay in your home and share it with others, and the circumstances in which we could end your tenancy. It also explains some of the rights of other members of your household.

Your tenancy agreement is a contract between you and us. It sets out what you, the tenant, and we, the landlord, must do. Some of the terms and conditions are required by law, others are laid down by us. If anything in your tenancy agreement is unclear, please ask your housing officer to explain.

What kind of tenancy do I have?

You have either a secure tenancy, an assured tenancy, or an assured shorthold tenancy (known as a starter tenancy). If in doubt, look at the front page of your tenancy agreement.

Secure tenancies

If your tenancy started before 15 January 1989 you have a secure tenancy. Your rent is set and registered by the independent Rent Officer (see your handbook leaflet: *Rents and charges*) and you have various rights under the 1985 Housing Act.

Assured tenancies

If your tenancy started on or after 15 January 1989 you will probably have an assured tenancy – as required by the Housing Act 1988. Your rent is set by us (see leaflet: *Rents and charges*).

Housing law does not give you the same rights as a secure tenant but, under housing regulations, housing associations have to offer their assured tenants similar security and opportunities as their neighbours, through the assured tenancy agreement.

Starter tenancy

We give all new tenants a starter tenancy. This is an assured shorthold tenancy that lasts for 12 months. If you keep to your tenancy agreement, after 12 months you will have the same rights as anyone who has an assured tenancy agreement.

Changes to your tenancy agreement

The rent and charges set out in your tenancy agreement will of course change (see leaflet: *Rents and charges*). We can only change the terms of your tenancy if you agree, or by serving a 'notice of variation'. Before we serve a notice of variation we must:

- tell you in writing that we intend to do this and give full details of the proposed changes and what they will mean;
- give you at least 20 working days to comment on the proposals; and
- consider your comments.

If we decide to go ahead we must then serve the notice of variation on you, giving at least four weeks' notice of the date the change takes effect.

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Who does the agreement apply to?

As a sole or joint tenant you must keep to the conditions of your tenancy agreement and make sure your family, visitors and anyone staying at your home does the same. If, for example, your visitors are causing a nuisance to neighbours, we can take action against you as the tenant.

Your rights to stay in your home (security of tenure)

You have security of tenure for as long as you use the property as your only or main home and keep to your tenancy agreement.

Grounds for possession

The law says that, for most tenancies, the court can only give a possession order for certain specific reasons, or grounds. If we can prove the case against you, the court will grant a possession order if it thinks it is reasonable to do so.

Eviction

We cannot evict you without a court order. We will support you to keep your tenancy - we only evict tenants as a last resort if the terms of the tenancy agreement have been seriously broken. For example, we would evict you if:

- you persistently owe us rent;
- you have seriously damaged or neglected the property; or
- you have caused serious or persistent nuisance or annoyance to neighbours or been responsible for harassment.

How do you evict tenants?

Before we take any formal action we will write to you. Normally we will also discuss the matter fully with you, and give you the chance to put things right. We start legal proceedings by serving a 'notice of seeking possession' telling you why we are taking the action and when court proceedings may begin.

Leaving your home for a temporary period

It is a good idea to tell us if you are going away for more than a few weeks – for example to look after a relative. Don't forget to make arrangements for paying the rent and other bills.

You can ask someone to live at your home and take care of things while you are away, as long as we have agreed beforehand. If you do not tell us, we will assume you are subletting your entire home and we may take the property back.

If you are going to be away for four weeks or more you must tell us. If you don't we will assume you no longer live at the property and we will take the property back. Because people badly need homes we will not usually agree to you being away from home for over a year.

Taking in a lodger

You can take in a lodger without asking our permission, as long as this will not overcrowd your home (see 'Overcrowding' below). A lodger pays you to live in your home but does not have sole use of any part of the house or flat.

Please remember

- The extra income may affect any benefits you receive.
- Lodgers have no right to stay in your home if your tenancy ends and we have no responsibility for rehousing them.
- If you have a starter tenancy **you do not** have the right to take in lodgers.

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Subletting part of your home

You may sublet part of your home, but you must get our permission in writing first. We will usually agree, unless an extra person would make your home overcrowded. If we refuse we will tell you why in writing. If you have a starter tenancy you do not have the right to sublet part of your home.

A 'subtenant' has their own private room and may have the use of your kitchen and bathroom but they look after themselves. They pay you rent but have no security of tenure (right to stay in your home).

Overcrowding

Your tenancy agreement states the maximum number of people allowed to live in your home. Children under 10 are counted as half a person and babies under a year are not counted at all. You must tell us if your household goes over this 'permitted number'.

Our homes were designed for less than the permitted number. If your family is outgrowing your home, ask your housing officer about the possibility of transferring to a larger property.

Under occupancy

If you are claiming Housing Benefit, under occupancy means that you will lose part of your Housing Benefit if you are living in a property which has more bedrooms than the Government thinks you need. This is sometimes referred to as the bedroom tax.

The amount of Housing Benefit you receive will depend on the number of bedrooms you have. Check the bedroom rules. If you have more bedrooms than the Government thinks you need you will get less Housing Benefit. This means that you will have to find the extra money yourself to pay your rent. New rules about which family members should share bedrooms could apply to you. (It will only affect people of working age, which is currently anyone under below state pension age.)

If you are not sure whether you are under occupying your property, please ask your housing officer.

The right to buy

Some **secure tenants** at Burnhill House, Dromore, Hornsey Road, Nethewode Court (non-sheltered flats), Pound Green Court and Tollington Park, and some **assured tenants** at Elliotts Row and Hayles Street, have the right to buy. Other tenants do not have the right to buy, but from time to time there are government schemes to help you to buy a home elsewhere. Ask your housing officer for information.

Who can have my tenancy if I die?

If you die, your wife, husband or partner can take over your tenancy, as long as they were living in the property as their only or main home when you died.

If you have no husband, wife or partner, another close relative may take over the tenancy, as long as they have been living with you for at least 12 months before your death and are at least 18 years old. (Taking over a tenancy in this way is known as 'succession'.) 'Close relative' means children, parents, brothers, sisters, grandparents, grandchildren, aunts, uncles and cousins.

Who can have my tenancy if I die? (continued)

People with a right to take over your tenancy are known as ‘successors’.

If more than one person claims to be your successor, we will give preference to your partner. Otherwise, others who are claiming to be your successor can decide among themselves who takes over the tenancy. If they cannot agree, we will decide. We must be told the successor’s name within a month of your death.

If a member of the family (not your partner) takes over the tenancy and the property is under occupied by two rooms, the new tenant may have to transfer to a smaller home.

If you have a starter tenancy there is no right of succession. Other people do not have a legal right of succession, but we may consider it under certain circumstances.

Rights of succession are quite complicated. For advice about your particular circumstances contact your housing officer.

Passing your tenancy to someone else (assignment)

You may not pass your tenancy to someone else unless:

- the new tenant is someone who would have the right of succession if you died (see above);
- you are exchanging your home with another tenant under your right to exchange (see leaflet: *Moving on, moving out*);
- or the court orders you to transfer your tenancy, for example to your ex-partner following a marriage breakdown.

You must get our permission in writing before passing on your tenancy. If you try to pass your tenancy on in any other circumstances you will lose all rights to the property and any new occupants will have to leave.

Relationship breakdown and housing

If you and your partner decide you can no longer live together, you have to make a decision about your joint home.

If you are a joint tenant or a sole tenant, you have a legal right to stay in the property. If you are not a tenant, your right to live in the property once you and your partner have split up will depend on your relationship status (for example, whether you are married, in a civil partnership and so on).

If you can agree who should get the tenancy

A couple who are joint tenants should tell us in writing whose name should be removed from the tenancy agreement. If you are the sole tenant but want your partner to have the home, contact your housing officer to discuss the matter.

If you cannot agree

If you cannot agree, you will need advice from a solicitor or housing advice centre.

There are some brief guidelines on the next page.



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Guidelines

- We cannot take someone's name off the tenancy without their written permission or a court order.
- If you are married or in a registered civil partnership, you have the same right to live in the home as your partner, even if you are not legally a sole or joint tenant. You may be able to ask the court to grant an occupation order to allow you to stay in the home until you are divorced (or, in the case of a civil partnership, your partnership is dissolved) and to transfer the tenancy to you after divorce.
- If you are not married and have no children, the court cannot change the tenancy agreement. You and your partner must both come to an agreement about who gets the tenancy. A sole tenant can get a court order to ask their ex-partner to leave.
- If you are not married but have a family, the court can grant the tenancy to whoever has care and control of the children.

We regret we cannot offer alternative accommodation to the person moving out of the property.

Hard to read?

If you would like this document in another format, such as large print or a coloured background, or if you would like this or any of our leaflets translated into another language, please contact our office:

Address: Keniston Housing Association
13 Artington Close, Farnborough, Kent BR6 7UL

Phone: 01689 889700

Email: enquiries@kenistonha.co.uk