

# A guide to **Your Tenancy**

**Welcome to your tenancy with Your Housing Group. The information in this booklet gives advice only and is not part of your tenancy agreement.**

## **Tenancy Agreement**

Your tenancy agreement is the legal contract between you and your landlord. It confirms your rights and responsibilities as a customer, as well as our rights and obligations as your landlord. Amongst other things, the agreement covers;

- Rent and service charges
- Repairs and maintenance
- Nuisance, anti-social behaviour and breaches of tenancy
- How to end or request changes to your tenancy agreement

Please keep the signed copy of your tenancy agreement in a safe place. If there is anything in the agreement you don't understand or would like more information on, please contact Your Response. You can also seek independent advice from a law centre or Citizens Advice Bureau.

## **Starter Tenancies**

We have a number of different types of tenancy. The main tenancy type used for new tenants is an Assured Shorthold Starter Tenancy. This means your tenancy is initially for a year, but as long as there are no significant breaches of tenancy, we then convert this to a full 'lifetime' assured tenancy.

## **Paying your rent and utilities**

You are responsible for paying your rent weekly or monthly in advance. If you are claiming Housing Benefit, you need to let the relevant agency know and provide the information they require. If you are paying your own rent the safest, easiest and cheapest way to pay is by Direct Debit but other options are available. Visit page 8 for more information.

If you are assessed as having more bedrooms than the Government says you need in your property, the amount of Housing Benefit you receive will be reduced. This is dependant on the number of spare bedrooms you have:

- **14% reduction for additional bedroom**
- **25% reduction for two or more additional bedrooms**

Payment of electricity, gas, water and Council Tax are not normally part of your rent, so you should take meter readings and agree payments with the relevant providers direct.

## **Access**

As part of your tenancy agreement you must give us access to carry out repairs or inspect the property. An example of this is the annual Gas Service, which is a legal requirement.

## Being a considerate neighbour

As part of your tenancy agreement you are obliged not to cause nuisance to those living around you, so we ask that all our customers are aware of the level of noise they are making (TVs, stereos, dogs barking etc.). If we receive reports of nuisance relating to your tenancy we will contact you to discuss it. If you are bothered by noise nuisance please contact your Housing Officer.

## Gardens

Customers are usually responsible for looking after their own gardens. In some areas tool hire and help for vulnerable customers may be available. Please make sure your garden is maintained and kept free of rubbish and discarded items.

## Communal areas

You may receive services such as cleaning of shared halls, stairs, landings and grass cutting - if you do, this will be explained to you when you sign up for your home and shown on your tenancy agreement. Internal communal areas, such as corridors, must be kept clear of personal belongings for health and safety reasons.

## Changes to your tenancy

Throughout the term of your tenancy there may be occasions where you wish to change the tenancy. Some examples are shown below. The starting point to any request for a change in tenancy is to contact your Housing Officer who will explain whether the change is possible and what you need to do.

## Joint to Sole / Sole to Joint

This covers situations where there are two people on a tenancy and one wishes to leave the property and remove their name, but leave the other person in the property as a sole tenant. An example would be a couple who have both signed the tenancy agreement but are separating and one wants to remain in the house and the other wishes to leave. The reverse can apply where a single tenant wishes another person to be added to their agreement. These are called assignments. We consider these requests for assignment on a case by case basis. In all cases, please contact Your Response.

## Mutual exchanges

Mutual exchanges are sometimes known as "swaps". Qualifying customers have the right to exchange their home with another Your Housing Group customer or the resident of another social landlord, such as a housing association or local council.

There is a formal legal process that must be completed in this scenario. Most exchanges are now identified through HomeSwapper - find out more from your local community office or Your Response on **0345 345 0272**.

## If a resident dies

Usually, on the death of a customer the tenancy will automatically pass to the husband, wife, partner or joint tenant. This is called succession. In most tenancies the law allows only one right of succession per tenancy agreement. Other family members can qualify to succeed provided the property is their main home and has been for a minimum of 12 months. The Housing Officer will usually want to see evidence that a family member, other than the husband or wife, has lived there for that length of time before agreeing to a succession.

## Taking in a lodger

A lodger is a person who is not a relative but lives with you and pays you something towards their keep. Before you take in a lodger you must get our permission. We will not refuse your request unless we have a good reason, for example if it would cause overcrowding. It is important to remember that taking in a lodger may also affect any benefits you are claiming.

## Notifying relevant agencies

You must tell your local council's Housing Benefit team and Council Tax office about any changes to your household or income if you receive benefits or help in paying your rent. This includes details of lodgers.

## Running a business from your home

We believe that our customers should be able to run businesses from home but you must apply for consent. We will withhold permissions where we believe the business will cause a nuisance to neighbours or the wider community. You must also:

- Not display any business or trade sign on the property
- Comply with any planning, building or environmental health regulations

## Ending your tenancy

Your tenancy will only end if you decide to give it up or if you seriously breach your tenancy agreement, in which case we can take legal action to regain possession (eviction). Reasons for eviction largely include rent arrears and anti-social behaviour. To evict you, we need to obtain a possession order from the court.

**If you are ending your tenancy voluntarily you must:**

- Give us at least four weeks' notice in writing and allow us to inspect your home

- Give us your new address
- Tell all service providers such as phone, gas, electricity, water
- Tell the Housing Benefit department, Council Tax and other benefit departments
- Allow us to bring prospective new residents to view your home

**When you move out, you must:**

- Pay your rent until the end of your tenancy
- Leave your property clean and tidy and remove all carpets, furniture and rubbish. If you don't, we will send you a bill for removing these items
- Pay for any rechargeable repairs
- Arrange for a competent contractor to disconnect your appliances
- Take meter readings and leave details of your gas and electricity supplier for the new tenant
- Let us know your security alarm code
- Hand in your keys no later than noon on the Monday on which your tenancy ends; if you don't, we will charge you an extra week's rent

## Abandoned homes

If you move out of your home without telling us, we may end your tenancy. We do this because you will no longer be using the property as your main home. We'll write to tell you what we intend to do and the options available to you. If we don't receive a reply, we can end your tenancy. If we need to, we can enter the property. For this reason, if you are going to be away from your home for more than four weeks, please let us know. Contact Your Response on **0345 345 0272**.