



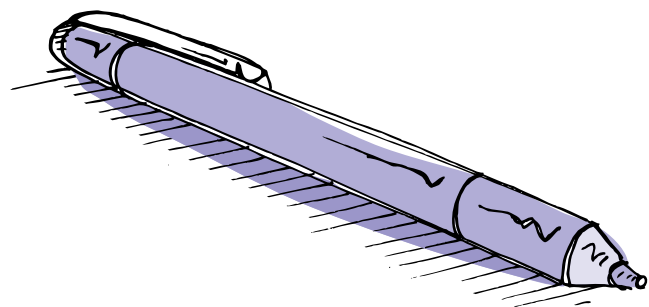
Section 5

Your tenancy



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Your tenancy agreement – what it is

Your tenancy agreement is a legal document that includes the rights and responsibilities you have as a tenant and the rights and responsibilities we have as your landlord.

We have three types of tenancy agreement:

- Starter Tenancy – also called an assured shorthold tenancy
- Assured tenancy
- Secure tenancy

Your tenancy agreement will tell you which type you have. If you are not sure what type of tenancy you have, or if you would like us to explain any part of the agreement to you, **contact your Housing Officer or our Customer Services Team on 0300 111 3555, email: help@chsgroup.org.uk or call into our Histon office.**

Types of tenancy

This section explains your rights and responsibilities as a tenant, which depend on the type of tenancy you have.

Starter tenancy

If you are a new tenant, we will give you an assured shorthold (starter) tenancy agreement, which lasts for 12 months. If there have not been any problems with the tenancy, it will change to an assured

(non-shorthold) tenancy after 12 months. If there are problems with the way you conduct your tenancy, we can extend this period by up to 6 months or, in serious cases, ask the court to evict you.

Assured tenancies

This is our standard tenancy agreement. It allows you to stay in your home for as long as you want, as long as you keep to the conditions of the agreement. Starter tenancies become assured tenancies after 12 months, unless you have broken the tenancy conditions.

We will end a tenancy only if you have broken the tenancy conditions, or in certain unusual circumstances. For example, this would apply when a property is to be demolished, re-built or refurbished.

Secure tenancy

To be a secure tenant of CHS, your tenancy must have started before 15 January, 1989. The main difference between assured and secure tenancies is the way the rents are set. Maximum rents for secure tenancies are set by a government agency called the Rent Officer Service. We set rents for assured tenancies in line with a formula provided by the government. Further information about rent setting is contained in the 'Rent and other charges' section of this handbook, under 'How we set your rent'.

Your tenancy rights

The table, below, gives a summary of the rights for each type of tenancy:

Right to	Secure Tenants	Assured Tenants	Starter Tenants
Acquire (buy your home)	Some homes built after April 1997	Some homes built after April 1997	No
Succession (pass on your home when you die)	Yes	Yes	No
Assignment (pass on your home before you die)	No	No	No
Exchange homes with another qualifying tenant	Yes	Yes	No
Take in lodgers	Yes	Yes	No
Sublet part of your home	With our consent	With our consent	No
Run a business from home	With our consent	With our consent	With our consent
Right to Repair scheme	Yes	Yes	Yes
Compensation for improvements	Yes	Yes	Yes
Information about your tenancy, our policies and procedures	Yes	Yes	Yes
Be consulted	Yes	Yes	Yes
Keep a pet	With our consent	With our consent	With our consent

Full details of your rights and responsibilities as a tenant, and those of CHS as your landlord, are contained in your tenancy agreement, and in any additional documents you were given when your tenancy started. The notes in this handbook are for the purposes of illustration and guidance only, and are not intended to add to or take away from the terms of your tenancy agreement.

Buying your home - Right to Acquire

The Housing Act 1996 introduced the Right to Acquire for tenants of registered social landlords. The Right to Acquire is available to tenants whose property was provided using a social housing grant or certain other types of grant.

Not all tenants of registered social landlords have the Right to Acquire.

The right depends on when the tenant's property was built or bought, and not when the tenancy was created; although you will also need to have been a social housing tenant for a minimum qualifying period.

There is not enough space in this handbook to give full details of the Right to Acquire scheme. To find out if you are eligible, and for further details, please contact your Housing Officer at our Histon office.

Succession - passing on your home when you die (Succession is not permitted for starter tenancies)

Sole Tenant – where there is one person's name on the tenancy

When a sole tenant dies, the tenancy will pass to the tenant's partner if they were living together before the tenant died. This includes same sex couples.

If the tenant has no partner, the tenancy can pass to a close family member, if they were living in the property as their main home for at least 12 months before the tenant died. Different rules apply if you succeed to a tenancy of retirement or 'extra care' housing, or a property that is built or adapted for someone with a physical disability or other special need,

but you do not qualify to live in these types of housing. If this is the case, we would normally look to provide you with other suitable accommodation. Please ask for further details.

There can be only one succession to a tenancy; when the person who inherited the tenancy dies, the property must be returned to CHS.

Whoever is dealing with the estate of the deceased tenant should contact us as soon as possible to let us know the tenant has died. Claims to the tenancy should be made in writing within one month of the tenant's death.

Joint tenants – where there is more than one person's name on the tenancy

When one joint tenant dies, the tenancy passes to the surviving joint tenant. If there is more than one surviving joint tenant, they can agree who the tenancy should pass to. If they are unable to agree, CHS will decide.

This would count as the one succession to the tenancy; when the person who inherited the tenancy dies, the property must be returned to CHS.

Assignment – passing on your home before you die

CHS does not allow tenants to pass on their tenancy entirely, to a partner or close family member while the tenant is still living. Where a sole tenant no longer lives in a property as their main or only home, leaving other people living in the property, we will take court action to get the property back.

Exchanging (swapping) your home

Secure and Assured (non-shorthold) tenants have the right to exchange (swap) their home with another CHS tenant, a council tenant or a tenant of another Registered Social Landlord. You must ask for our permission first, and there are some circumstances where permission would not be given. Full details about mutual exchanges are in the 'Moving on' section of this handbook. Please read this, or contact us for advice, before you look for someone to swap with.

You must not exchange your tenancy until you have our written permission. We will not withhold permission unreasonably. If we refuse permission, we will tell you why.

Taking in lodgers

A lodger is someone who lives in your home with you. If you are an assured or a secure tenant, you have the right to take in a lodger as long as you do not cause overcrowding. You must not take in a lodger while you have a starter tenancy.

You must tell us the name and date of birth of the lodger. If you are claiming Housing Benefit or Universal Credit, you must also tell the Council or Department of Work and Pensions as soon as possible, as it may affect how much benefit you get.

As the tenant, you are responsible for the behaviour of lodgers. Your tenancy may be at risk if they cause a nuisance.

Subletting part of your home

If you charge a person for living in one or more of your rooms, this is known as subletting.

If you are an assured or secure tenant you have the right to sublet part of your property as long as:

- You get our written permission first
- It does not cause overcrowding
- You do not create another assured tenancy
- You continue to live in your home.

We will not unreasonably withhold our permission. If we refuse permission, we will explain why.

If you sublet part of your home and are claiming Housing Benefit or Universal Credit, you must tell the Council or Department of Work and Pensions. Other state benefits may also be affected.

As a tenant, you are responsible for the behaviour of anyone you invite into your property. Your tenancy may be at risk if they cause a nuisance.

Running a business from your home

You must get our written permission before you start to run any business from your home.

We will only refuse permission if we believe that the business would cause a nuisance or annoyance to other persons in the neighbourhood, or would affect your home in a negative way.

If we give approval for you to run a business from your home, it will be your responsibility to get planning permission or any other sort of permission you may need.

If you start to run a business and are claiming Housing Benefit or Universal Credit, you must tell the Council or Department for Work & Pensions. Other state benefits may also be affected.

Right to repair scheme

You have the right to have repairs carried out to your home. If we fail to do certain types of repairs within set times, you could ask us to appoint another contractor to do the work. You also have the right to claim compensation if the second contractor does not do the repairs within a set time.

We aim to do all repairs within the set times. Please tell us if you are not happy with any part of our service, and we will do our best to put it right as soon as possible.

If you would like a copy of our Right to Repair policy, please contact us at our Histon office.

Right to compensation for approved tenant improvements scheme

When your tenancy ends, you may have the right to claim compensation for certain improvements you have made to your home, which you received our permission for, and were done to our satisfaction.

There is a list of improvements that qualify under this scheme, each of which we have given a 'notional life'. The notional life means the useful lifespan of the improvement before it would need to be renewed or upgraded.

We work out compensation using a set formula, and the amount will depend on the type of improvement and the date it was done. The most we will pay is £3,000 and the smallest amount is £50. If the amount is below £50, you will not get any compensation. We will give you full details of the formula we use to work out the compensation payable when we give permission for the improvement. The list of improvements is shown in the table on the next page.

Item	Notional Life In years
Bath or shower tray	12
Wash/hand basin	12
Toilet pan and cistern	12
Kitchen sink	10
Kitchen units	10
Kitchen worktops	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tanks or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing or external doors and windows	8
Double glazing or external window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwelling house but excludes burglar alarms	10

Here is an example of how compensation would be worked out:-

You bought and installed kitchen worktops at a cost of £200. The table above shows a 10 year notional life. You leave six years later. Compensation is therefore calculated as follows:-

$$(\pounds 200 \div 10) \times 4 = \pounds 80$$

[(initial cost ÷ notional life) x remaining years of notional life = compensation]

You must claim, in writing, for any compensation for improvements either within your four-week notice period or up to two weeks after you have left the property. You will need to provide evidence that the work was granted permission, and support this with receipts for the cost of the improvements to justify your claim.

If you would like more information, please contact us at our Histon office.

Right to information about your tenancy, our policies and procedures

You have the right to information from us about the following:

- Your tenancy conditions
- Our responsibility for repairs
- Our policy and procedures on consulting tenants, offering housing and transfers

You have the right to see information we hold about you in our records. There are some exceptions, for example we may not give you access to personal data if this involves giving you information about another person. For full details about Data Protection, see the 'Contacting us' section.

We will make information available about our policies and procedures to do with offering housing, and managing and maintaining your property. You can get this from us at our Histon office.

Every year, we will send you information on issues affecting your home and our performance.

Right to be consulted

Before we make significant changes in how we manage or maintain housing, we will consult you on any decisions that affect your home which are likely to have a major effect on your tenancy. We will give everyone a chance to tell us their views within a reasonable time.

Relationship breakdown

If the relationship between joint tenants breaks down then please get in touch with us. We cannot make the decision to transfer a joint tenancy or to make a tenant leave the home – only a court can do this - but there are some options for dealing with the situation.

When one joint tenant moves out, this does not end their responsibilities under the tenancy agreement. Some kind of legal action needs to be taken to change a joint tenancy to a sole tenancy. There are two ways that this can happen:

- The court confirms an agreement between both tenants, or decides who should get the tenancy
- Both tenants enter into a 'deed of assignment', where they agree with CHS to transfer the tenancy from joint names to the name of one of the tenants

Please remember: If a joint tenant leaves the home they still share the rights and responsibilities as set out in the tenancy agreement, until action is taken to end their interest in the tenancy. This includes paying rent.

Changing the names on a tenancy

I am the only tenant: how can I add my partner on to my tenancy?

If you are the only tenant but want to share your tenancy with your partner, please speak to us. There are some cases where we would not allow you to share the tenancy. These are:

- 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 is not eligible to claim benefits because they do not pass the 'Habitual Residence Test'
- 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 and the Housing Benefit office whether becoming a joint tenant would have any effect on your benefits.