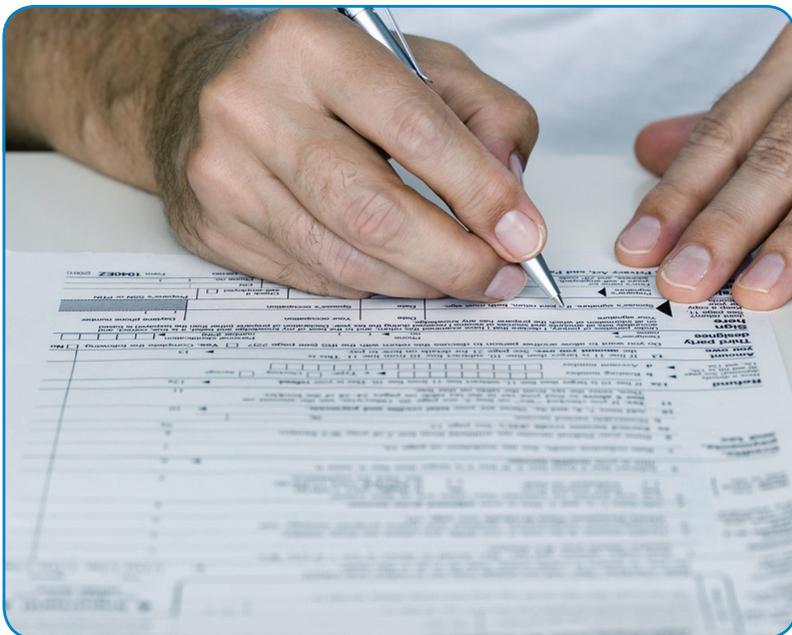


A Summary Guide to Your Tenancy Agreement



Tenants Handbook



Summary of Books

- Book One:** A Summary Guide to Your Tenancy Agreement
- Book Two:** Paying Your Rent
- Book Three:** Repairs and Maintenance
- Book Four:** Tenancy and Estate Management
- Book Five:** Transfers and Exchanges
- Book Six:** Buying Your Home
- Book Seven:** Ending Your Tenancy
- Book Eight:** Getting Involved
- Book Nine:** Castle Point Borough Council:
Our Housing Services

Your Tenancy - Service Standard

We are committed to managing your tenancy in a fair, efficient and accurate way.

We will:

- tell you about the tenancy conditions when you sign your tenancy agreement
- visit you within six weeks of the start of your tenancy to make sure you have settled in and offer any advice or support you might need
- visit you occasionally to inspect the condition of your home and check who is living there.

If you would like to change the name on your Tenancy Agreement or have a joint tenancy, we will:

- respond to your request within ten working days
- ask for a copy of relevant documents (for example, a marriage certificate or deed poll).

Understanding your Tenancy Agreement

We (Castle Point Borough Council) are your landlord. Our role as landlord, and your role as a tenant, is described in your Tenancy Agreement which contains terms and conditions.

This is a very important legal document. You must read and keep your own copy safe.

The Tenancy Agreement sets out the terms of your tenancy, our rights and responsibilities as your landlord, and your rights and responsibilities as a tenant. We both agree to keep to the terms of the Tenancy Agreement by jointly signing it.

Your Responsibilities

As a council tenant you have certain rights and responsibilities. Your main responsibilities are as follows:

- you must keep to the conditions of your Tenancy Agreement. You risk losing your home if you, or anyone living with or visiting you, break them
- you must pay your rent on time
- you must maintain your home according to the repair responsibilities we have agreed with you
- you must allow with reasonable notice our staff and contractors into your home to discuss matters with you or to inspect the property and carry out repairs
- you must make sure that your home is not overcrowded
- you must make keep all fire doors closed. Fire exits including communal passageways designated as a fire exit route must be kept clear of hazards and rubbish
- you must not threaten or harass any Council staff, Councillors and Council Contractors.

Secure Tenancy

Most tenancies are offered as a secure tenancy under the terms of the Housing Act 1985.

Your secure tenancy lasts as long as you pay your rent and keep to the terms of the Tenancy Agreement.

We can only end your tenancy by getting a Possession Order in the County Court. The County Court will only grant a Possession Order on certain specified grounds laid out in the Housing Act 1985. We will only apply for a Possession Order and evict a tenant as a last resort.

Very rarely we may need you to leave your home for health and safety reasons. If this happens, we will offer you another permanent home suitable for your needs or arrange temporary housing until you can return to your home. In these circumstances we will work with you to provide appropriate compensation and assistance.

Joint Tenancy

If you and another approved person have signed the agreement, you have a joint tenancy. Each person whose name appears on the tenancy agreement is responsible for making sure that the rent is paid and the tenancy conditions are met.

You can get a joint tenancy with:

- your husband, wife or civil partner; or
- someone you have lived with, for at least 12 months, as if they were your husband, wife or civil partner.

You cannot have a joint tenancy with your children.

A joint tenant's name cannot be taken off the Tenancy Agreement unless both tenants agree to this, and a joint tenant cannot be forced to leave the property without a court order. If one partner to a joint tenancy gives a valid Notice to Quit to end the tenancy, the joint tenancy ends for both partners but a new sole tenancy may be offered to the remaining partner.

When there is a relationship breakdown and both joint tenants want to stay in the home and cannot agree who will leave, you will need to seek legal advice. It may be necessary for the County Court to decide who will be granted the tenancy. We cannot decide this and we have to accept any decision made by the County Court.

If one of the partners to a joint tenancy dies, then the other partner will succeed to the tenancy.

Key Rights of Secure Tenants

Right to Sub-Let

You cannot sub-let the whole of your home, but with our written consent you can sub-let part of it and give a subtenant exclusive rights to their room or rooms.

We will refuse consent for you to sub-let if:

- it would cause overcrowding, or
- we are planning work that affects the part(s) of the home you intend to sub-let.

If we refuse your request to sub-let, you can ask us to review the decision. If you receive Housing Benefit and sub-let part of your home, you must by law let the Benefits Service know as soon as possible since the change in circumstances could affect your entitlement.

Right to take in Lodgers

You can take in a lodger as long as it does not cause your home to become overcrowded. A lodger is someone who pays you to live in your home but does not have the exclusive right to use of their room(s). You must tell us the name of your lodger, their age and sex, and which room they will stay in unless your lodger is a member of your family.

If you or the lodger is claiming Housing Benefit, it is essential you let the Benefits Service know as soon as possible since the change in circumstances could affect your entitlement.

Right to Pass on your Tenancy if you Die (Right to Succession)

If you die, you may be able to pass on your tenancy to a spouse, partner, joint tenant or member of your close family who has lived with you in your house for the past 12 months. The law only allows one succession. However, if you are already a successor you may be able to pass on your tenancy again to a child or subsequent partner. If someone in your household dies, please inform Housing Services to confirm who can keep the tenancy.

If you succeed to a tenancy of a home that is larger than you reasonably need, or if it has special features that you don't need, we will ask you to move to a more suitable property.

Right to Assign your Tenancy

There are three ways you can pass on (assign) the whole of your tenancy to another person while you are still alive:

- **Matrimonial reasons:** A court order may assign a tenancy from one person to another under the Matrimonial Causes Act 1973 as part of divorce proceedings
- **Instead of succession:** You can assign your tenancy to someone who would qualify to succeed to your tenancy if you died (a spouse, partner, joint tenant or member of your close family who has lived with you in your house for the past 12 months). This person will be considered a successor and will not be able to pass on the tenancy again
- **Exchange:** You can exchange (swap) your home with another council tenant. Either landlord may refuse consent on certain grounds (for example, if you owe rent or have a court order against you). If you succeeded to a tenancy before you exchange, you will continue to be a successor in your new home.

Right to Repair

Under the Right to Repair, we must carry out, within a set time limit, certain small, urgent repairs that are likely to affect your health, safety or security. Please refer to Book Three for more details.

Right to Compensation

You may have a legal right to compensation if certain repairs are not carried out on time and for any improvements you have made yourself. In addition there may be times when we give compensation where our services fall below the standards we have set. To be considered for compensation in these circumstances, you must demonstrate that the complaints procedure has been followed and that real losses have been sustained or costs have been incurred.

Right to Buy

Under the “Right to Buy” scheme, all secure tenants have the legal right to buy their homes (except tenants of sheltered housing schemes, some other properties suitable for occupation by elderly or disabled tenants and non-secure tenants). Please refer to Book Six (Buying your Home) for more details.

Breaking your Tenancy Conditions

If you do not keep to the terms of your Tenancy Agreement (for example, by harassing your neighbours, not paying your rent, or giving us false information to get your tenancy) you are 'in breach' of your tenancy. If you are in breach of your tenancy, we will tell you what you have to do to put the matter right. If you do not do this, we may have to take you to court to get a court order that will allow us to evict you. We will give you any support and advice you need to prevent this from happening.

If We Take You to Court

Before applying to the County Court for a Possession Order, we must first give you a notice, called 'Notice of Seeking Possession', that explains the breach of the terms of the Tenancy Agreement that has occurred. This Notice also gives you at least 28 days to put right the breach. If this does not happen, we will apply to the County Court for a Possession Order.

Reasons for Eviction

Below is a short list of some of the reasons why we can take action to end your tenancy. **This is not a full list.**

We can take you to court if you:

- do not pay your rent on time
- cause, or allow other people to cause, a nuisance
- use your home for illegal or immoral purposes, including dealing or taking drugs
- cause serious damage to the property.

Right to be Consulted

You have a legal right to be consulted on any important management and maintenance matters which may affect you. We have agreed both to a Tenant Participation Compact and a Service User Participation Strategy with our tenants. Please refer to Book Eight (Getting Involved) for more details.

How to contact us

Housing Services 01268 882200
(Housing Hot Key Press 0)

Housing Repairs 01268 882326

Housing Repairs (out of hours) . . 01268 758357

Housing Rents 01268 882481