

March 2014

Tenancy rights

Information for Council and housing association tenants



➤ **Factsheet 18.**



THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

This factsheet tells you about your rights and responsibilities as a social housing tenant. Social housing means your landlord is either the Council or a housing association (sometimes known as a registered social landlord or registered provider). Housing associations provide similar sorts of homes to those provided by the Council.

As a Council or housing association tenant you have rights and responsibilities. The law sets out some of your rights. Others may be agreed by your landlord and put in your tenancy agreement. It is important to remember you have responsibilities as well as rights. For example, you must be a good neighbour and respect other tenants' rights to live in peace and quiet. However, generally, as long as you keep to the rules of your tenancy agreement, pay rent and you are not involved in antisocial behaviour, your tenancy should provide relative security.

If after reading your tenancy agreement you are still unsure of your rights and responsibilities, you should speak to your landlord. You could also seek independent advice.

What rights do I have?

Your landlord should give you a written tenancy agreement explaining the rights and responsibilities you have as a tenant. It should say:

- what kind of tenancy you have
 - how long your tenancy will last
 - what your rights and responsibilities are
 - when you can be evicted
 - how repairs should be carried out
 - how much rent you have to pay, when you have to pay it and when it can be increased.
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Your landlord cannot change the basic conditions of your tenancy without getting written agreement from you first, although your rent can be increased if your landlord follows the correct procedure.

What kind of tenancies are there?

Councils and housing associations offer different kinds of tenancies, with different rights. You should read your tenancy agreement or contact your landlord if you are not sure of your tenancy rights and responsibilities.

- **Secure and Assured Tenancies**

If you have a Secure or an Assured Tenancy, you have the right to live in your home for the length of your tenancy as long as you don't break the rules of your tenancy agreement.

Secure and Assured tenancies can be for a fixed period, for example lasting five years, with an option for them to be renewed, or they can be ongoing with no particular end date (sometimes referred to as 'lifetime' or periodic tenancies).

Your landlord must have a legal reason (known as a ground) and get a court order to evict you during the period of your tenancy. The most common reasons for eviction include:

- not paying the rent or regularly paying it late
- causing nuisance to neighbours
- not living in the property but renting it to someone else (known as 'subletting')
- using the property for illegal activities.

Secure tenants usually live in council owned properties. However, if you live in a housing association property, you might hold a secure tenancy if your tenancy started before 15 January 1989.

If you hold an Assured Tenancy, it is likely that a housing association will be your landlord.

Holding a Secure or Assured Tenancy may give you rights such as being able to take in a lodger, swap your home with another social housing tenant, get a transfer, pass on your tenancy, or buy your property at a discount. You will need to read your tenancy agreement or speak to your landlord to be sure of your rights.

- **Introductory, Starter, and Probationary Tenancies**

Most councils and housing associations will offer new tenants a trial tenancy for the first 12 months, known as an Introductory, Starter, or Probationary Tenancy.

These tenancies give you many of the same rights as a Secure or Assured Tenancy, but you can be evicted much more easily. As long as you don't break your tenancy agreement within the trial period, you should be able to become a Secure or Assured Tenant.

- **Demoted Tenancy**

If you are found guilty of antisocial behaviour, your landlord may demote your Secure or Assured Tenancy to a Demoted Tenancy. This gives you similar rights to an Introductory or Starter tenant, and you can be evicted more easily. If your tenancy is demoted, your landlord and a Court will advise you of your rights.

- **Tied Accommodation or 'Service Occupier'**

If you work for your landlord and have accommodation provided with your job, you will have very different rights. You will need to check your employment contract and speak to your employer or landlord for details.



• Assured Shorthold Tenancy

An Assured Shorthold Tenancy is a tenancy that gives you a legal right to live in accommodation for a period of time. It is only offered by housing associations; council tenants cannot hold an Assured Shorthold Tenancy.

You might hold an Assured Shorthold Tenancy if:

- you live in a hostel or supported housing
- your accommodation was arranged for you by the Council when you made a homeless application
- your Secure or Assured Tenancy has been demoted by the courts
- you are in the first 12 months of a Starter Tenancy
- your tenancy started after 26 February 1997 and you are not an assured tenant

I am a joint tenant. Does this change my rights and responsibilities?

If you are a joint tenant, you enjoy the same rights and responsibilities as the other joint tenant. For example, you will be jointly responsible for the rent (and rent arrears) meaning you will have to pay the whole amount if the other joint tenant does not contribute.

If one joint tenant wishes to leave and removes their name from the tenancy, this will usually bring the whole tenancy to an end.

Relationship breakdown

If you have experienced a relationship breakdown it is important to assess your rights to the home. Your landlord will be able to help and advise you of your rights. These will depend on whose name is on the tenancy agreement and whether you are divorcing or dissolving your civil partnership.

In some cases a Court can make a decision by way of an Occupation Order.

What happens if I have problems with my neighbours?

Sometimes things will go wrong with your home or your immediate area. These could be minor or more serious problems such as harassment or crime. Your landlord should take such issues seriously and can tackle antisocial behaviour in a wide variety of ways. You may wish to report serious issues to the Police. If necessary, your landlord can work with the Police.

Repairs

Your landlord will be responsible for most repairs to your home, but some will be your responsibility. Your tenancy agreement sets out what you are responsible for. For further information, see the Housing factsheet, *Does your home need repairs?*

How do I end my tenancy?

You must end your agreement properly if you want to leave. If you do not end your tenancy properly you may still be liable to pay rent, even after you have moved out.

If you wish to move out, or end your tenancy for another reason, speak to your landlord to make sure you know how to do this properly.

How easily can I be evicted?

Not all social housing tenants have the same protection from eviction. The type of tenancy agreement you have will affect many of your rights, including how and when your landlord can evict you, whether you can pass your tenancy on, and whether you have the right to buy.

What if I have a complaint?

You should use your landlord's formal complaints procedure if you are not happy about any aspect of your tenancy. Your tenants' handbook or your landlord will have details of the complaints procedure.

If you have gone through your landlord's formal complaints procedure, but are unhappy with the result, you may be able to complain to the Housing Ombudsman Service.

How to find out more

- Your landlord

Your tenants' handbook or other information from your landlord will have your landlord's contact details.

- Kensington and Chelsea Tenant Management Organisation

By phone:

0800 137 111 or 020 3617 7080 from a mobile

In person:

Network Hub
292a Kensal Road
London
W10 5BE

Monday to Friday 9am to 5pm

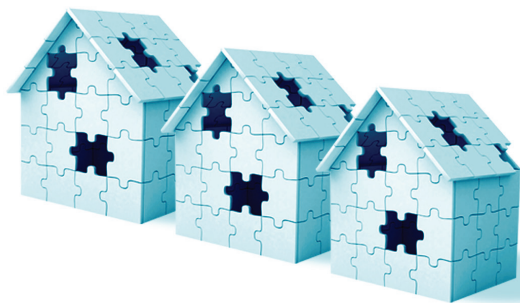
- The Council's Housing Opportunities Team

By phone:

020 7361 3008

By email:

housingopportunities@rbkc.gov.uk



- Shelter (free housing advice)

By phone:

0808 800 4444

Website:

www.shelter.org.uk/adviceonline

- Housing Ombudsman Service

By phone:

0300 111 3000

By email:

info@housingombudsman.org.uk

Local Legal Advice

- North Kensington Law Centre

By phone:

020 8969 7473

By email:

info@nklc.co.uk

- Nucleus Legal Advice

By phone:

020 7373 4005

Website:

www.nucleus.org.uk

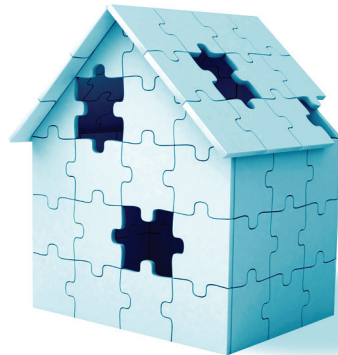
- World's End Neighbourhood Advice Centre

By phone:

020 7351 5749

Website:

www.wenac.org.uk



Information from this document can be made available in alternative formats and in different languages. Please contact Housingline on **020 7361 3008** or email **housing@rbkc.gov.uk**

www.rbkc.gov.uk