

Your Home – Housing

Terms of your agreement

Assured tenancy

Most of our tenants are assured tenants. Assured tenancies are those created after 15 January 1989. They can be fixed term (for instance, for six months) or periodic (so it might roll on, week-to-week, month-to-month and so on).

Either way, you can stay in your home for the duration of the tenancy unless there is a breach of a term of the tenancy agreement.

We can only end your tenancy with the permission of the courts. We can apply for possession of your home for a number of reasons such as serious and persistent rent arrears or serious nuisance or annoyance to your neighbours. To get a court order we will follow the rules laid down in the Housing Act 1988 (as amended by the Housing Act 1996).

If the property is not your main home, it will stop being an assured tenancy, different rules will apply and you could be at risk of losing it.

Tenants who live in:

- shared accommodation with support, **or**
- accommodation where the purpose is to develop independent living skills (with a view to moving on to more independent living)

will have an additional clause in their tenancy agreement about their support. This allows us to take steps to end the tenancy if:

- the tenant's behaviour means that the support is not appropriate for their needs, **or**
- the tenant refuses to engage with their support, **or**
- the tenant's behaviour endangers others.

In these circumstances, we will consult fully with the tenant, their advocate, support staff and other professionals involved in their support.

Assured short-hold tenancy

This type of tenancy is only issued:

- Where the accommodation is designated as 'move on' and provided for a limited amount of time while the tenant develops independent living skills.
- In properties where support is provided, and it is unclear if that support is appropriate for the tenant to successfully sustain their tenancy, **or**
- Where the tenant has a history of rent arrears or anti-social behaviour.

An assured short-hold tenancy can also be 'move on' accommodation, in which case the fixed term will be in whatever period has been agreed to allow sufficient time for independent living skills to be learnt and successfully applied.

During the fixed term period the tenancy can be terminated at our discretion:

- If there is a justifiable reason
- Provided the correct procedure is followed, **and**
- Where the tenant is given two months' notice.

Joint tenancy

A joint tenancy can be offered to two adults who both live in the same property. This can be a couple or two independent people who have chosen to live together.

Joint tenants have equal rights to their home and equal responsibilities for it. Each tenant is equally responsible for meeting all the tenancy obligations and resolving any issues that may arise. For example, if one person is unable to pay the rent or moves out, the other joint tenant will be required to pay all the rent.

What happens when a relationship ends?

When a couple decide that they can no longer live together, a decision has to be made about the property that they share. If joint tenants can agree about which one of you will stay in property, you need to let your Housing Officer know. If you cannot agree, the tenancy would normally be given to the person who has custody of any children of the relationship, but we will listen to both sides before making our decision. In this situation we would strongly recommend that you seek independent legal advice.

What happens when someone dies?

When a tenant dies an assured tenancy normally passes to either the joint tenant, spouse or cohabiting partner. Family members cannot succeed to an assured tenancy unless the tenancy agreement specifically allows this. If the agreement does permit this, the family member must have been living at this property as their main or principal home for a minimum of 12 months. They would be known as the 'successor', and this process is called 'succession'.

Succession can only happen:

- Once in a tenancy, so if it is granted it cannot then be passed onto anyone else in the same way again. For instance, if a tenancy has already passed from one joint tenant to another, it cannot then be passed to another family member living in the same home.
- If the claim is made within months of the death of the tenant.
- If the tenancy is passing to someone over 18 years, **and**
- is passing to someone we consider capable of maintaining the tenancy In some circumstances succession does not mean that the successor would be able to stay in that particular property.

For example:

- Where special adaptations have been made that are not needed by the successor
- Where the property had been provided for a tenant who needed to access support linked to the tenancy and the successor does not require that support.

In such cases, we would work with the successor tenant to find suitable alternative accommodation - either from within our own stock or through another housing provider.

How we can end your tenancy

If you break one or more of the terms of your tenancy agreement, we can apply to the court to end the tenancy. If you are an assured tenant, you will be issued with a 'notice of seeking possession'. This could happen for a number of reasons (these are listed in the Housing Act 1988, amended by the Housing Act 1996). For example, where rent has not been paid.

We will usually give you a minimum of two weeks' notice that we are about to start legal proceedings. But in cases of nuisance or anti-social behaviour, court action may be started immediately after your 'notice of seeking possession'.

If you are an assured shorthold tenant, you will be issued with a section 21 notice which must give you two months notice to leave. At the end of the two months, we can apply to the court to end the tenancy.

If we do give you notice, this will be in writing. From a legal point of view, it will be regarded as 'served' if handed to you personally, left at your home or posted to you by first class post.

Please let us know if you would like any correspondence from us in alternative formats, such as large print, audio, other languages and so on.

Lodgers

Your tenancy agreement says you are not allowed to sub-let the whole of your home. But you may have a lodger or sub-let part of it with the Trust's permission. You must tell us the lodger's name, age and sex because it is our legal duty to make sure the property is not overcrowded.

General information for tenancies

If the property is not your main home, you will stop being an assured or an assured shorthold tenant. Different rules would then apply and you could be at risk of losing it.

Moving out

The terms of your tenancy say you must give us at least four weeks' notice in writing before you move out. This is called a Notice to Quit. Your Notice to Quit should be received by us on or before the start of the notice period and the notice period should start on a Monday and end on a Sunday 28 days later.

You are responsible for paying rent until the notice ends and 'vacant possession' is given to us. 'Vacant possession' is where you have given back all of your keys to us.

If you need to give us a shorter notice period you must obtain our agreement in advance to avoid being charged for the whole four-week period. You must give us a new or forwarding address when you hand in your notice.

As part of the terms of your tenancy agreement you are required to return the property in good decorative order and in a clean condition.

Shortly after you have given notice we will visit your home to discuss any aspects of decorating or cleaning that will be required before you move out. This will be agreed with you and you will be sent written confirmation of this. If you are not able to do any of it, we will arrange for it to be done on your behalf but you will be responsible for paying the full cost.

If, after you move out, we need to carry out repairs, cleaning or decorating that you were responsible for, you will be invoiced for the full cost of the work.

A minimum of two keys (per lock) must be returned to us by midday on the day after your notice period ends. Tenants are responsible for returning the keys, so please do not ask anyone else to bring them in for you. When you hand in the keys you will be given a receipt. Remember that you will continue to be charged rent until we have the keys and 'vacant possession'.

If you do not return the keys and we have to change the locks you will be charged for the cost of this work.

If you move out without telling us you will be charged 4 weeks rent from the time that we are aware that you have moved out.

Please note: If you are giving notice after the death of a tenant, we will normally accept less than four weeks' notice. If you are in hospital and you or your relatives are unsure what to do about giving up the tenancy, please contact us either by telephone on 0330 678 0008 option 2 or by email at housing@papworthtrust.org.uk

When you move out of your home, you must:

- Remove all of your furniture and possessions
- Carry out any repairs that you are responsible for
- Clear rubbish from the property inside and out including sheds, garages and outhouses
- Leave the property clean and tidy
- Arrange for the council to remove any large items of furniture you are not taking with you
- Leave any fixtures and fittings that were in the property when you arrived, such as kitchen cupboards. In the case of supported properties this may include white goods such as fridge/freezers and cookers
- Have any electrical or gas items that you are taking with you removed by a professional, if you do not and there is an accident you may be liable
- Tell your gas, water and electricity suppliers that you are moving and settle any outstanding amounts
- Notify your telephone and/or broadband company that you are moving out
- Remember to inform the council tax and housing benefit departments
- Notify relevant people of your change of address.

Please ensure that utility meters are read on the last day of the tenancy and that all utility companies are informed of a forwarding address for the final bills. Please let us have a note of the final reading together with name of the utility suppliers.

Any items you leave in the property after you have moved out will be disposed of; we are not able to store any such items. You will be charged the cost of the disposal work.

Outstanding debt

When you leave the property, it is expected that your rent account will be up-to-date. If there is any rent outstanding you will be asked to settle this debt within four weeks of the end of the tenancy. If you think you may have difficulty doing this please tell us as soon as possible. In the same way, if there are any amounts outstanding with respect to repairs or any charges already mentioned the same procedure will apply.

Access requirements

We will not interfere with your right to peacefully occupy your home, except when we need to gain access to:

- Inspect the condition of the property
- Carry out repairs or other essential work to your home or the property next to yours
- Do the annual gas safety or other safety checks required as part of our legal obligations, **or**
- Where we have evidence to suggest you are carrying out a business from your home or are carrying out an illegal activity, such as drug dealing.

Condition of the property

You are expected to keep the living space in your home clean and habitable. Any garden or outbuildings should be in an acceptable condition. This means that we ask you not to unnecessarily store quantities of items in a way that could be a possible fire hazard or which make it difficult for us to do any maintenance or annual inspections. Car parks or outbuildings should not be used to store anything that may encourage vermin. When your tenancy ends, you are expected to return the property to us in a clean and tidy condition.

Right to buy

Right to Buy is a scheme that allows tenants to buy their homes at a discount. It is currently available to council tenants only.

In 2015, the National Housing Federation, of which Papworth Trust are a member, put forward a proposal to the Government on how it could deliver its commitment to extend the Right to Buy to housing association tenants. The Government committed to further testing of Right to Buy in their most recent manifesto, and in May 2022, the Prime Minister announced that the government had plans to extend the Right to Buy to housing association tenants.

There are currently no details of arrangements, nor a date for the full rollout.

We'll update our website when more information is available. You can express your interest in right to buy by contacting us at housing@papworthtrust.org.uk

Pets

We are normally quite happy for you to keep pets. But please ask permission before you get your pet, as there are some circumstances when it cannot be allowed. Contact your Housing Officer to request permission giving full details of the type of pet you wish to have. Please note that we do not allow cats or dogs in shared homes and do not allow dogs in flats. An exception to this is if you require an assistance dog, but again a flat may still not offer the best environment for the well-being of the dog and we would look at whether alternative accommodation would be a better option. Permission for a pet may be withdrawn if you allow it to cause a nuisance or annoyance to others.