

7. About Your Tenancy

What Community expects from you

The Tenancy Agreement that you signed at the start of your tenancy is a legal contract between you and Community (Community Housing Association, CHA). The questions most often raised are covered here. For more details please read your tenancy agreement or speak to your Neighbourhood Officer.

Tenancy Agreements

You will have one of the following four types of tenancy;

- **Secure Tenancy**
If you signed your first Community (CHA) tenancy agreement before 15 January 1989 (even if you have moved since and signed a new agreement), you are likely to have a secure tenancy.
- **Assured Tenancy**
If you signed your first Community (CHA) tenancy agreement on or after 15 January 1989, you are likely to have an assured tenancy, (unless you are a new tenant).
- **Starter Tenancy**
If you signed your first Community (CHA) tenancy agreement within the last year you are likely to have a starter tenancy. This will usually become an assured tenancy after 12 months as long as you manage your tenancy properly.
- **Assured Shorthold Tenancy**
If your tenancy is for a short or fixed period of time it is likely to be an assured shorthold tenancy

Tenants Charter

The Housing Corporation has produced a Charter for Housing Association Tenants. The Charter explains your legal rights as a tenant and the standards that housing associations are expected to meet. You will have been given a copy of the Charter when you signed your tenancy agreement.

Joint Tenancy

A tenancy can be held jointly in the name of 2 people. If you have a joint tenancy you are both responsible for the obligations of the tenancy. This includes paying your rent. If one person moves out, tell us without delay. If both joint tenants agree, you may be able to revert to a sole tenancy.

If you have a sole tenancy and want a joint tenancy with your partner then this may be possible as long as you; do not have any rent arrears, have not breached any condition of your tenancy, have both lived at the property for a year or are married.

Passing on your tenancy

You can only pass on your tenancy to someone else if you have a court order to do so (e.g. as part of divorce proceedings) or with written permission from Community (e.g. through Mutual Exchange). If you try to pass on your tenancy without permission Community will may legal action against you and get a bailiffs warrant to evict the people living in the property.

Lodgers

You may take in lodgers or sub-let part of your home as long as this does not result in overcrowding, you must get written permission first and you continue to live there yourself.

Succession

Certain people can succeed to (take over) a secure or assured tenancy when the tenant dies. There can only be 1 succession. Priority is given in the following order; a joint tenant, a spouse or

partner who lived at the property at the time of death, a family member who lived at the property throughout the 12 months before death.

Squatters

If you discover squatters in a Community property or think a tenant has moved out without telling Community please contact your neighbourhood officer immediately so that the matter can be resolved.

Business Use

You are not usually allowed to use your property for any business purposes. There are some exceptions but you will need our written permission and the activity must not cause a nuisance.

Pets

You must get written permission from Community before keeping a dog or any other animal that may cause a nuisance or annoyance. Community will not unreasonably withhold permission.

Noise and Nuisance

You are responsible for behaving in a way that would not usually annoy neighbours or other people in the local area. You are also responsible for making sure that the behaviour of your family or visitors does not cause a nuisance or annoyance.

Although you and your neighbours may have different lifestyles you are required to show each other consideration and take care of the environment. Noise, litter and vandalism are the most common causes for complaint. If you and your neighbours fall out then Community will usually encourage you to try and find a reasonable solution; however we will intervene and take action to stop anti-social behaviour. The type of action will depend on the behaviour but could result in legal action including eviction.

Harassment and Hate Crime

Harassment is a criminal offence and a serious breach of tenancy. Community will not tolerate harassment of any kind and will take firm proportionate action against you if you, your relatives or visitors are found to be harassing people in the local area, or Community staff. We will use the full range of legal solutions which may include working with the police to bring criminal proceedings.

Gardens and shared areas

You are responsible for keeping your own garden clean and tidy. If you share a garden with your neighbour you must agree with your neighbour how you will look after it.

Communal stairs, hallways etc

You must keep communal areas clear. Do not leave buggies, bicycles and other belongings where they will cause a nuisance, a trip hazard or block access routes in case of fire or other emergency.

Reporting Disrepair

It is your responsibility to keep your home and the communal areas in good condition. You must report items that need repairing as soon as you notice them. Please also report any vandalism and tell the police if you know who is responsible. You will be recharged for any deliberate damage or vandalism that you, your family or visitors have caused in the property or communal areas. We will also report the matter to the Police.

Ending your tenancy

If you want to end your tenancy you must give Community at least 4 weeks written notice in advance and hand back your keys in person. You must take all your belongings and leave the property in a clean, tidy and reasonable condition. Community will throw away anything left behind and charge you for any damage or removal costs.