



Your Tenancy Agreement Explained

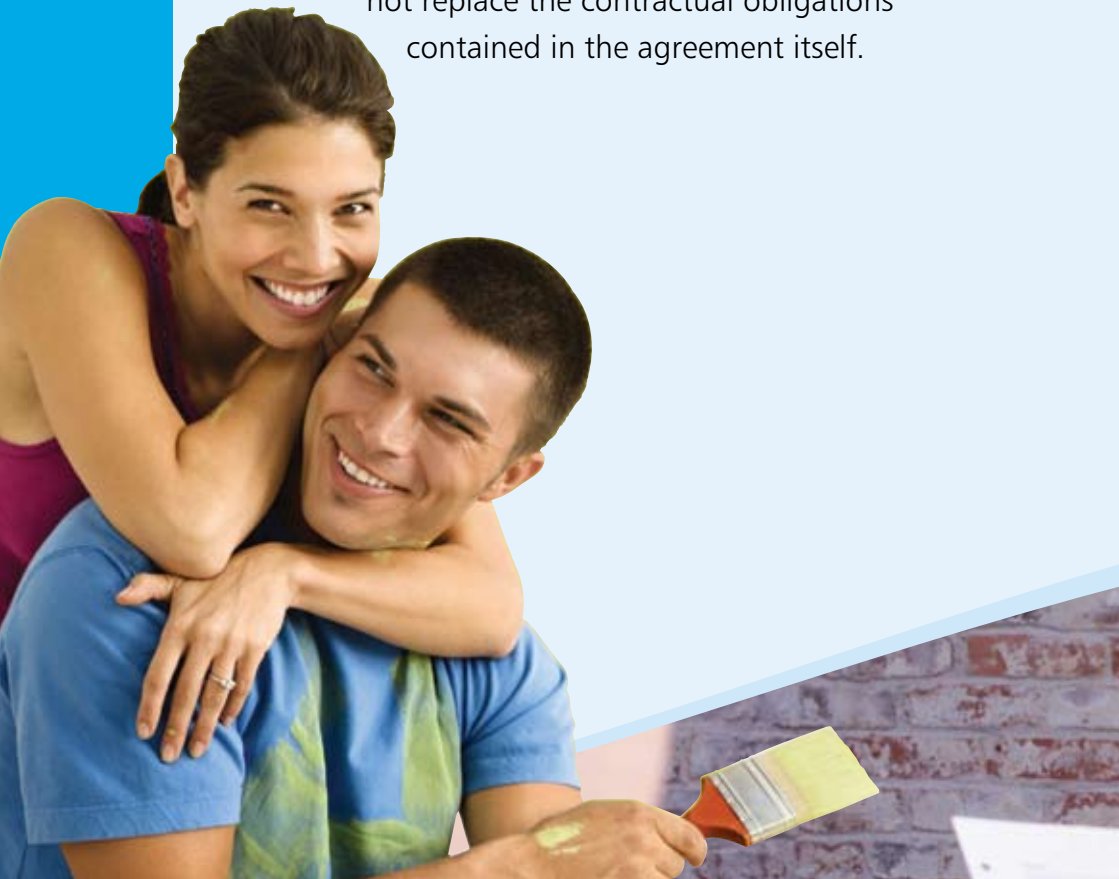


Better Homes • Stronger Communities

Introduction

Your Tenancy Agreement is the legal document that contains the rules that allow you to live in your home. It tells you what you must do such as paying the rent, looking after the property and any garden, not causing a nuisance to other people etc. It also informs you what North Lincolnshire Homes must do, such as repairs that are our responsibility, as well as the rights that you have as a tenant.

If you break the terms of your Tenancy Agreement then you could lose your home, so it is important that you understand the rules, your rights as a tenant, and what to do if there is a problem. This leaflet is intended as a guide to your tenancy and does not replace the contractual obligations contained in the agreement itself.



Sections of Tenancy Agreement

Section 1 – Rents & service charges

This section sets out the details of the rent and other charges, if any, that you must pay. If you were a tenant of North Lincolnshire Council at the time that the transfer took place with North Lincolnshire Homes, then this section will also contain your rent guarantee. This guarantee outlines how much your rent can increase by up to 2012. Some of the words used in the Tenancy Agreement are legal terms and we have provided an explanation of many of these – in our Glossary of Terms leaflet.



Section 2 – Your obligations as the tenant

This section sets out what you must do as the tenant of your home. It is quite detailed and you must make sure that you read and understand it fully. By signing the Tenancy Agreement you have agreed to keep to all these conditions and if you break them we may take action against you. In serious cases this action could include us asking the court to end your tenancy and evict you.

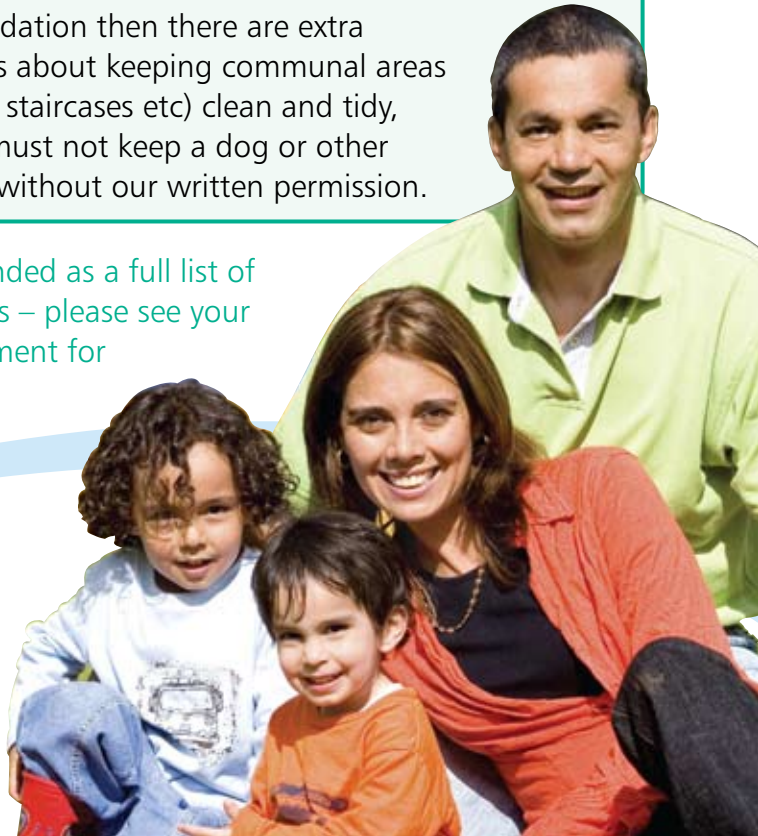
The following is a guide to your responsibilities as a tenant - a full list of these are in your Tenancy Agreement.

The main obligations you have as a tenant are:

- To live in the property as your main home.
- To pay the rent and any service charges.
- Not to cause any nuisance or anti-social behaviour in or around your home – you are also responsible for other people who live with you, including your children, and any visitors to your home. It is your responsibility to prevent problems, as it is your tenancy that would be under threat if problems do occur.
- You must keep your home, including any gardens, clean and tidy and make sure that any pets that you may have do not cause a problem.
- You must not run a business from your home without our permission and you must not carry out major repairs to motor vehicles in or around your home without our permission.

- You must not use your home for any illegal purposes such as storing stolen property or drugs. This applies to other people who live with you and to people who visit you. North Lincolnshire Homes takes any type of criminal activity very seriously and we will take action to enforce the conditions of your tenancy, including applying to evict you, if we believe that this is happening in or around your home.
- You are responsible for some small repairs to your home such as light bulbs, internal door handles, cupboard catches, sink and bath plugs and toilet seats. A full list of these are listed in your Tenancy Agreement.
- If you live in a flat or in sheltered accommodation then there are extra conditions about keeping communal areas (halls and staircases etc) clean and tidy, and you must not keep a dog or other large pet without our written permission.

This is not intended as a full list of your obligations – please see your Tenancy Agreement for full details.





Section 3 – Our obligations as the landlord

This section sets out what we must do as your landlord. It includes things like keeping the main structure of the building in good order and repairing things such as the central heating and electrical wiring systems.

If you live in a flat then we are responsible for repairs to the communal areas such as the communal entrance and the halls and staircases.



Section 4 – Ending your tenancy, demotions and injunctions

This section sets out the rules by which your tenancy can be brought to an end.

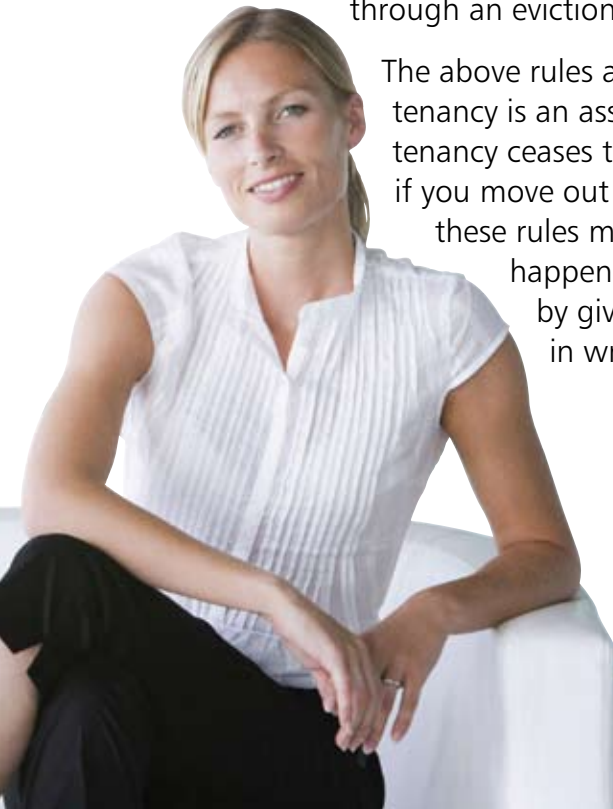
If you want to end the tenancy then you must give us 28 days written notice that ends on a Monday. You must clear the property and hand in all keys to us by midday on the Monday – any later and you will be charged a further weeks rent. You must make sure that you remove all your belongings and leave the property clean and tidy. If you do not, then we will charge you for the costs of moving any belongings or rubbish left behind, as well as any cleaning that we have to undertake.

If we want to end the tenancy then we must take you to court and get a court order. The grounds on which we can ask the court to end your tenancy are set out in Section 7 of the Assured (Protected) Tenancy Agreement.

We can also ask the court to demote your tenancy. This means that your tenancy would be turned into an Assured Tenancy (shorthold) and you would have fewer rights than you presently have as an assured tenant. We may take this action if you break the terms of your Tenancy Agreement, but we do not want to ask the court to evict you immediately. In effect you would be placed on “probation”. If there are further problems we could end your tenancy by evicting you. If there were no further problems you would have the opportunity to regain a full assured tenancy after a suitable period (usually a year).

We may also ask the court for an injunction. This is a court order that would tell you that you must keep to the terms of the Tenancy Agreement. If you break such an injunction then you could be arrested. We may also apply to end your tenancy through an eviction order.

The above rules apply as long as your tenancy is an assured tenancy. If the tenancy ceases to be assured, for example if you move out to live elsewhere, then these rules may not apply. If this happens we can end the tenancy by giving you four weeks notice in writing.




Section 5 – Your Rights

This section tells you what rights you have as a tenant. For instance you have the right to make improvements to your home, with our permission, and the right to have certain small repairs carried out within set timescales. You also have the right to be consulted on major changes we wish to make about the way we manage or maintain your home and the right to exchange tenancies (subject to our written consent) with another assured or secure tenant.

You have the right to apply to buy your home through the Right to Acquire scheme unless you live in sheltered housing or other housing excluded from this right by the Housing Act 1996. Tenants who were tenants of North Lincolnshire Council immediately before the transfer to North Lincolnshire Homes, may also have the right to buy under the Housing Act 1985 and the Preservation of Right to Buy Regulations 1993.

Your rights are listed in full in the Tenancy Agreement. These rights will be slightly different depending on whether you were a tenant of North Lincolnshire Council immediately prior to the transfer. If you have any questions about these rights then please contact your Housing Officer who will be pleased to help you.





Section 6 – Succession, assignment & exchange

If you are an assured tenant then your tenancy can be passed on to your partner, whether married or not, if you die. The rules surrounding succeeding a tenancy can be complex and if you have any questions then please contact us on **01724 279900** – we will be pleased to help.

If you were a tenant of North Lincolnshire Council immediately prior to the transfer to North Lincolnshire Homes then, subject to certain conditions, we will allow the tenancy to be passed on twice in this way. The detailed rules governing this are written in full in your Tenancy Agreement.

You also have the Right to Assign your tenancy to someone who would qualify to take over the tenancy if you died, or to someone that you wish to exchange homes with. There is a separate leaflet on exchanging tenancies.

Visit us online
www.nlhomes.org.uk



Section 7 – Grounds for possession

This section lists the Grounds for Possession that North Lincolnshire Homes can rely on when it asks the court to end one of its tenancies. If you need advice on defending a claim for possession then we suggest that you contact a Citizens Advice Bureau or take legal advice.

More details on the reasons that we may wish to take action against you are in Section 2 and Section 4 of this leaflet.



No English?

For information please call:

08000 193530 (Arabic) للحصول على المزيد من المعلومات اتصل بـ: 08000 193530

তথ্যগুলি বাংলায় জানতে হলে এই নম্বরে ফোন করুন: 08000 193531 (Bengali)

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08000 193541 (Urdu) اردو میں انفارمیشن کے لیے اس ٹیلیفون نمبر پر رابطہ فرمائیں۔

Nie mówisz po angielsku? Po informacji zadzwoń pod numer 08000 195587 (Polish)

Не знаете английский? Для информации звоните 08000 195586 (Russian)

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please call 01724 279900**

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