



TENANCY AGREEMENT



Your Tenancy Agreement

Tenancy Management

What service are we offering?

Your Tenancy Agreement is a contract between You (the tenant, the person renting a property), and us, (your landlord).

When you are allocated a property, we want our relationship with you to be based on both of us understanding our rights and responsibilities. We want to make sure our policies and procedures are clear and in managing your tenancy that we deal with issues promptly and fairly.

How the service is organised

Castle Vale is broken down into 4 neighbourhoods. Each Neighbourhood has a Community Coordinator who will visit you within 6 weeks of your tenancy starting. Your Community Coordinator will provide advice about what your responsibilities are as a tenant, and will signpost you to other services you may need, which are sometimes outside of Castle Vale.

For more information contact our office at 11 High Street or call us on 0121 748 8100.

What is Tenancy Management?

The Community Housing Team looks after most aspects of the Tenancy Agreement including:

- The terms and conditions of your tenancy
- Successions
- Tenancy assignment
- Exchanges
- Subletting and lodgers
- Repairs
- Tenancy Support
- Ending Your Tenancy

The terms of your tenancy

Which type of Tenancy Agreement do you have?

- If you were previously with the Housing Action Trust and transferred to us on 12th October 2004 as part of the stock transfer, you will have a Protected Assured (Non-Shorthold) Tenancy. It is protected to make sure you retain the rights you had when you were a Secure Tenant of the Housing Action Trust. The most important right is the Right to Buy
- Only you, your joint tenant (if you have one) or a Court Order can end this tenancy
- If you were always a CVCHA tenant you will have an Assured (Non-Shorthold) Tenancy

Again, only you or your joint tenant (if you have one) or a Court Order can end this tenancy

- When you first become a tenant you will have an Assured Shorthold Tenancy. This is the tenancy offered to cover the first 12 months as a CVCH tenant. If you have not caused any serious breach of the tenancy conditions relating to nuisance, anti-social behaviour or rent arrears, or any other serious breaches of the conditions of tenancy your tenancy will convert to an Assured (Non-Shorthold) Tenancy at the end of the 12 month period

Security of Tenure

- Your rights as a tenant

Which type of Tenancy Agreement do you have?

Whichever Tenancy Agreement applies to you, we must consult with you if we wish to alter the terms of the agreement. You are guaranteed security of tenure, which means that we will not interrupt or interfere with your right to live peacefully in your home.

There will be occasions when we will need to gain access into your home:

- When we have been unable to contact you to deal with an emergency repair or to remove a risk which affects the health or safety of you or other people. We may have to force entry to your home

- To inspect the condition of your home or to carry out repairs such as a Gas Service, or other work to your home and/or an adjacent property
- To secure your home because it is believed that you are no longer living there

If you have breached the terms and conditions of your Tenancy Agreement, we would seek either a Court injunction to make you comply with the tenancy agreement, or ask the Court for an order to repossess your home. The Court ends your tenancy by awarding us possession through a court order.

Succession

Who can remain in your home once you have passed away?

Succeeding to the tenancy on your death can only happen once during the tenancy. We will consider succession:

- If the tenancy is in your name only, your spouse or partner (including same sex partner) would normally continue the tenancy if they were living with you at the time of your death and had lived with you for 12 months prior to your death.
- If you have a joint tenancy, the surviving joint tenant automatically takes over the tenancy
- In the absence of a spouse or partner, the tenancy may pass to a family member who has lived with you for the whole twelve months prior to your death. In this case we will ask the family member to move to a more suitable property. e.g. a single occupant living in a 3 bedroom house will be asked to move to a smaller home

Since succession can legally only happen once, the surviving joint tenant cannot pass on the tenancy again. However, if you have an ex- Housing Action Trust tenancy and succession took place before 12th October 2004, this will not be counted and the succession right would have been renewed on your transfer to CVCHA

Tenancy Assignment

Can you transfer the tenancy agreement to someone else?

Yes. You can apply to transfer (assign) your tenancy to someone else. We will agree in one or more of the following circumstances where:

- A court allows it in matrimonial proceedings which could include an order under The Children's Act 1989 and the Matrimonial and Family proceedings Act 1984
- We have agreed to you swapping homes through a mutual exchange with another tenant
- You assign your tenancy to a person qualified to succeed to your tenancy after your death in certain circumstances

Your Community Coordinator can give you more information about how to assign the tenancy.

Can you add someone else to your tenancy?

Yes. You can add someone to your agreement as a named tenant. That person may be your husband, wife, civil partner or long-term partner (of more than 12 months). Refusal would only arise if the person would be excluded from holding a tenancy with us for reasons set out in the Allocations Policy (such as arrears or nuisance), or there are breaches of the tenancy agreement that exist with the current tenant. Children do not qualify for consideration as additions to an agreement, unless stated by a court order.

If you are a joint tenant and want to take someone off the agreement, contact your Community Coordinator for further information or see the Tenancy Changes Policy which can be provided to you on request. For more information contact our office at 11 High Street or call us on 0121 748 8100.

Mutual exchange

Can you move home by exchanging with someone else?

Yes. You can exchange your home with someone who is looking to do the same. You should register your property with us so that it is listed as a property available for exchange. It may be possible to exchange with a responsible person who is a tenant of:

- Pioneer
- A local authority
- Another Housing Association (Registered Provider)
- A charitable Housing Trust

If you wish to exchange with another tenant you will need to complete an application form, available from our High Street office. You can also email us expressing your interest in a mutual exchange. Your Community Coordinator will contact you to tell what you need to do next.

If you wish to exchange with someone outside of us, you will need to tell us by applying to us and to the other tenant's landlord, who will inform us of the application.

Lodgers and subletting

Can you take in a lodger or sublet part of your home?

Yes. You can apply to take in a lodger as long as it does not cause your home to become overcrowded. It will not affect your rent charged by us, but if you are in receipt of Housing or other benefits you **MUST** contact the Local Authority Benefit Section and/or the Department for Works and Pensions, because it might affect how much benefit you receive and the rent you have to pay.

With the written permission of us you can also sublet part of your home where someone lives partly or completely independently. The same conditions apply if you are in receipt of Housing Benefit or other benefits.

You cannot sublet your entire home. If you do so your security of tenure will end and we will assume you have abandoned your home with no intention of returning, which could lead to you losing your home.

Improvements and alterations

What is the difference between an improvement and an alteration?

We recognise that you may wish to carry out improvements and alterations to your home, including fitting satellite dishes. Whether it is an improvement or an alteration, you must make an application to us before undertaking any work.

The difference between an alteration and an improvement is:

- An improvement is usually the replacement of something that has come to the end of its useful life or the addition of an item that would improve the comfort or safety of the occupants
- An alteration is the removal or replacement of any existing, serviceable fixtures and fittings to suit your personal choice that if removed, leaves damage to parts of the property, i.e. feature fire place, patio or drive way. Another example of the range of alterations may include replacing kitchen taps or changing door handles to removing partition walls or changing kitchen units

If the application is refused we will provide a good reason why the work cannot be done. This might include one or more of the following:

- You have not provided 3 quotes for the work that will be carried out correctly

by a competent person, or adequate information should an alteration be requested

- The alteration would adversely affect the future lettable of the accommodation, for example reducing the number of bedrooms by knocking two rooms into one
- The work does not meet current building regulations, planning conditions or other local regulations
- The alteration would create unsatisfactory living conditions for the occupants in your home, or have a negative effect on your neighbours

If you carry out an improvement or alteration to your home, you may be asked to reinstate the property to its original state upon leaving your tenancy. You may be recharged if you fail to do this.

The first step if you are considering an improvement is to telephone or write to the Asset Management Team who will then arrange to visit you to complete an application form.

If you need any more information, please contact our office at 11 High Street or call us on 0121 748 8100.

Who is responsible for garden maintenance?

Unless you live in a block of flats, or a bungalow with a communal garden, you are responsible for the upkeep and maintenance of your garden. This means that your garden must be kept free of litter, debris, household refuse and other bulky items. In addition the following is also required:

- Any grassed areas are trimmed and cuttings removed after cutting, from your property and its garden area and correctly disposed of

- Bushes, hedges and trees are cut back to allow free access, especially on pathways and avoid obstruction of aerials, structures and overhead cables

We monitor the upkeep and maintenance of gardens through our regular estate inspections. If you are unable to look after your garden due to medical or mobility issues, you should contact your Community Coordinator for advice.

Repairs and maintenance

Who is responsible for looking after your accommodation?

The Asset Management Team make sure that all properties are kept in good condition by carrying out day to day repairs, electrical work, annual gas safety servicing, and planned maintenance.

For more information please contact our office at 11 High Street or call us on 0121 748 8100

Tenancy Support

Providing extra help and support to vulnerable people

Compass Support, offer a Tenancy Support Service based at The Sanctuary on Tangmere Drive. The aim of the service is to support you in times of difficulty where there is a risk to you and your tenancy. This could be help with money management, support with a difficult family situation, or help with physical or mental ill health. Tenancy Support can provide advice and support to you in a variety of ways dependant on your needs.

Household Insurance

We is signed up to a National House Insurance scheme for social housing tenants, please see the “Home Insurance” leaflet.

How we will make sure this service is delivered

We will always:

- Offer you a tenancy that can only be ended by a court order
- Meet the commitments outlined within your tenancy agreement
- Provide you with information and support from trained officers to help you maintain your tenancy
- Provide you with a named Community Coordinator who you can contact regarding your tenancy
- Develop and provide services that will support you to maintain your tenancy and prevent unnecessary evictions
- Identify whether you need any extra help or support before you take on your tenancy and during any contact with you afterwards
- Meet any support needs you may have directly ourselves or help you to access it from a specialist support provider
- Monitor the conduct of starter tenancies and intervene early and appropriately where issues arise
- Provide clear guidance and processes in respect of the following:
 - The terms of your tenancy
 - Succession
 - Tenancy assignment
 - Exchanges
 - Subletting and lodgers
 - Ending your tenancy

Homeowners & Leaseholders

Buying your Home

Can you purchase your property?

The Right to Buy and the Right to Acquire are two schemes open to suitably qualifying tenants who wish to purchase the property in which they currently live.

You will only be able to purchase under either scheme if you are an existing tenant and if your house or flat is your only home and it is self-contained.

The Right to Buy

You may have the Right to Buy if you have a Protected Assured (Non-Shorthold) Tenancy. Most of our tenants have this type of tenancy if they were tenants of the Housing Action Trust who became CVCHA tenants in September 2004 under the stock transfer.

The Right to Acquire

You may have the Right to Acquire if you have an Assured (Non-Shorthold) Tenancy. Tenants who have this type of tenancy need similar, but extended, qualifications:

- If your tenancy was in existence before the 18th January 2005, you need to have spent at least 2 years as a public sector tenant (continuous tenancy held with a council or housing association)
- If your tenancy commenced on or after this date, you need to have spent at least 5 years as a public sector tenant (continuous tenancy held with a council or housing association)

To qualify for the Right to Acquire scheme, the property must have been built or purchased by us with Public Funds from April 1st 1997 onwards. We will be able to advise you about this.

Improving the Service

How you can help us:

- When you leave your home, you must ensure it is left free from any rubbish or belongings, even if you no longer want them
- You must give four full weeks written notice, ending on a Sunday that you want to leave
- You must hand your keys in by Midday on the Monday after your tenancy ends – we will charge you an extra week if the keys are not handed in by this time
- You must let us in to carry out any repairs for the next person who we let the property to, in the four week period
- Let us know if you are unable to keep to any agreed appointments when moving into your new home
- If you are staying away from your home for more than 4 weeks, please tell us as failure to do so may result in us taking action under our abandoned properties procedure

How we will report our service performance

We will produce regular updates on our performance and produce an “Annual Report to Tenants” reporting on performance against all of our standards.

Need more information?

For more information on anything mentioned here, by Telephone on **0121 748 8100** or by E-mail: **contactus@pioneergroup.org.uk** by Fax on **0121 748 8105** or Visit or write to:
**TPG, 11 High Street, Castle Vale,
Birmingham B35 7PR**