



My Tenancy Explained



Grŵp Cynefin

Mwy na thai • More than housing

What is a tenancy agreement?

When accepting your tenancy we will ask you to sign two copies of the Tenancy Agreement. One is retained for our records and one is for you to keep in a safe place. Please make sure you understand it. It is the foundation of the relationship between us. This section provides a summary only as the full terms and conditions are set out for you in your tenancy agreement.

Your Tenancy Agreement is a legal binding contract between you and the Association, and in signing it you agree to the conditions that apply to the tenancy you have been given. The conditions are the rights and responsibilities that you (as the tenant) and we (as the landlord) must keep to. If you break the agreement, or the law, we can take legal action against you (See Breach of Tenancy below).

Types of tenancy

There are different tenancy types and depending upon when your tenancy started with us will decide what type of tenancy we award you.

Assured shorthold tenancy

For our tenants in some of our Supported Housing Schemes you may have an assured shorthold tenancy, which gives you less security of tenure and we can apply to a court for possession by giving you 2 months notice.

Starter tenancy

Most new tenants to the Association receive a Starter Tenancy. This is often referred to as a probationary tenancy and it is the Association's policy is to issue such tenancies to cover the initial twelve months of any residency.

If you live in a supported housing scheme, you may have a 'shared' version of the above - as you are sharing facilities with other people who are not your family. In limited cases, you may have a licence. Please ask your support provider for further information about Licences and your rights and responsibilities.

Please ask your support provider for further information about what type of tenancy you've got if you're not sure.

Should you breach your Starter Tenancy agreement within the initial 12 months, you run the significant risk of losing your home. In such instances we will write to you confirming what action will be taken. This may involve us issuing you with a Notice to leave the property. If we do take this action you have a right of appeal to the Association but this must be done within 14 days of you receiving the Notice.

The appeal process offers you a right to a hearing, where you can discuss why you should be allowed to stay in your home. If you lose your appeal, you will have no further right of appeal and you will be required to leave your home.

What happens at the end of 12 months?

Subject to you keeping to all the tenancy conditions and obligations that apply, your Starter Tenancy will normally be converted to an Assured Tenancy and you will be notified by letter when this occurs. (This entitles you to additional rights which are explained in more detail below)

Assured tenancy

If you became a tenant with us after 15 January 1989, you are an Assured Tenant. If you have already been a tenant with another social landlord for the previous 12 months, you will be granted a full assured tenancy.

If you live in a supported housing scheme, you may have a shared version of the above. Please ask your support provider for more information.

Secure tenancy

If you were a tenant before 15 January 1989 you are a Secure Tenant.

In both cases you enjoy similar rights and will have Security of Tenure.

What does security of tenure mean?

It is one of your most important rights. It means that we cannot make you leave your home unless the County Court gives us a Possession Order. There are only a few causes for giving us a right to evict you, and the ones that apply to your tenancy are to be found in your Tenancy Agreement. A court has to be satisfied that there are good reasons to make you leave, such as breaching the tenancy agreement, or if you gave false information to get your tenancy.

What does a breach of tenancy mean?

A breach of tenancy is the term used when you fail to keep to the terms of your tenancy agreement. For example, not paying your rent, harassing or causing nuisance to your neighbours, causing damage to your home or being found guilty of an offence in or near your home.

In such instances you and your family can be made to leave your home. We do not want this to happen and will provide you with support and advice to prevent this.

However if you choose to ignore that help and advice and do not correct your breach of tenancy we will not hesitate in referring the matter to the court.

We will deliver a legal Notice to you. This gives the reasons for taking action against you, and the date when we can apply to the court.

If we decide to take court action, the court will write to you giving you the date of the hearing.

At the hearing, the court may allow you to put forward your side of the case, and will then decide whether you have to leave your home.

It is our policy to take swift action and EVICT any tenant or member of their household charged and convicted of any drug related offences within or near the premises

What is a joint tenancy?

A joint tenancy is when two or more adults (aged 18 or over) are named in the Tenancy Agreement. The tenants are responsible jointly and also as separate individuals for paying the rent and for fulfilling all other conditions in the Agreement. If one tenant breaks the conditions of the agreement, we will hold both tenants responsible.

Can I apply for a joint tenancy?

Yes. During your tenancy you can ask for someone living with you to become a joint tenant with you. This person must use the property as his or her only home and must be part of your household, other conditions also apply which will be explained to you. You can't ask for a joint tenancy in supported housing.

Do I lose any rights if I ask for a joint tenancy?

No. A joint tenancy means that the people named in the Tenancy Agreement have equal rights and therefore share responsibility for such things as paying the rent. Either of the joint tenants can end the tenancy by giving us four weeks notice that she or he intends to do so. If there is a dispute, the joint tenants must work out themselves who asks to keep the tenancy or alternatively ask the Courts to decide the matter. All joint tenants are responsible for any rent arrears.

I'm only 16 years old, can I have a tenancy?

Yes. But you will have to enter into an agreement which is called an Equitable Lease Agreement until you turn 18 years old, you will also need a guarantor to sign the agreement. The agreement will automatically change into a formal tenancy agreement on your 18th birthday.



Your rights

The following rights are granted to you under Acts of Parliament and Government Regulations:

Right to make improvements

You have the right to make some improvements to your home if you are a secure tenant or an assured tenant. Some examples are:

- Fitted wardrobes
- Laminate flooring on the ground floor

However you must get written permission before you start to carry out any work, and while we will agree to routine and sensible changes, we may refuse what you propose. When asking for permission you must tell us:

- What you are going to do
- Who is going to do the work
- What materials you are going to use



We will then write back with our decision and, if it is a 'Yes', tell you whether there are any conditions, what standards we expect, and confirm who will have responsibility for maintaining the improvement.

In some cases we may want to inspect your home first, or require you to use a contractor we have vetted.

We may also want to inspect the work you are doing. If it does not meet our required standards, we may want you to carry out extra work, or we may want to carry out extra work ourselves and charge you, or you may be asked to reinstate the property back to its original state.

Right to sublet or take in lodgers

Only 'secure tenants' and 'assured tenants' have the right to take in a lodger or sublet part of the home. If you want to do this, we need to know the name and age of your lodger so that we can make sure overcrowding does not take place.

Unfortunately if you live in a Supported Housing property you do not have the right to sublet or take in lodgers.

We will grant you permission provided that:

- The tenancy is not assigned to the lodger
- The tenancy is conducted satisfactorily
- No overcrowding occurs

Important:

- If you get Housing Benefit or Universal Credit, taking a lodger or subletting will affect how much you get. You must tell the Housing Benefit or DWP office if somebody is allowed to move in with you
- You do not have the right to sub-let all of your home. If you do so, you will lose your Security of Tenure and could risk losing your home

Right of succession

This means that if you die, your husband or wife, civil partner, or someone living with you as your common law husband or wife, has the right to take over or succeed to your tenancy. This right can only apply if:

- It was their main or only home for the preceding 12 month period
- You yourself did not succeed to the tenancy

We will also consider whether we will offer a tenancy to a member of your household who:

- Had been living with you for the 12 months prior to your death
- Had accepted the responsibility for your dependants
- Would be made homeless if they were required to leave

In these cases, we may either offer them the tenancy of your home or other suitable accommodation.

If you live in supported housing or housing designed for physical disabilities, it will only be possible for anyone listed above to take over the tenancy if they need the support or adapted accommodation. Also, we must consider whether the successor will create substantial under occupancy.

Right of assignment

Tenants are not allowed to assign their tenancy except as permitted by way of a mutual exchange approved by the Association or in furtherance of a Court Order made under:

- Section 24 of the Matrimonial Causes Act 1973
- Section 17 (1) of the Matrimonial and Family Proceedings Act 1974
- Paragraph 1 of Schedule 1 of the Children's Act 1989
- The Family Law Act 1996

If you live in a supported housing property, you do not have the right to assign the tenancy.

Right to repair

You have the right to have certain urgent repairs carried out within set time limits under the Right to Repair regulations. Please contact the Customer Service team and you will be told if a repair you have reported is classed as urgent, and what the timetable is for getting it done.

Right to consultation

We must consult you about changes we propose to your tenancy agreement, any plans that affect you or your home, any changes in rent levels, or any changes to our policies which will affect you.

Right to exchange

You can exchange (swap) your home with another of our tenants, or with the tenant of another housing association or Council. (Please refer to Section 12 “Moving Home” for further details). If you live in a Supported Housing property, you do not have the right to exchange.

Grŵp Cynefin's Rights

As your landlord, Grŵp Cynefin also has certain rights under the Tenancy Agreement as explained below. These rights are there for your benefit as much as Grŵp Cynefin, and to protect you and your home, as well as neighbours, contractors and others who will visit from time to time. Further details are contained within section 3 or 4 of your Tenancy Agreement.

Right to gain access in order -

- to inspect the condition of your home
- to inspect and service equipment
- to carry out repair and improvement work

In order to meet its responsibility to keep your home up to standard and plan its maintenance work, Grŵp Cynefin will from time to time need to make a periodic inspection. Similarly, Grŵp Cynefin has a duty under health and safety regulations to regularly inspect heating systems, fire detection equipment, lifts and other equipment and service them. When repairs, replacements or improvements are needed, Grŵp Cynefin or its contractors will again need access. In all these situations, advance notice will be given and / or an appointment made, and we will try our best to work around your arrangements. However, if you do not cooperate, we may exercise our rights to gain entry through obtaining a court order. In an emergency, such as a fire, gas leak or flood, we reserve the right to break in immediately.

Right to invoice a tenant for repairs which are the tenant's responsibility

This handbook sets out those types of repairs in your home for which you as tenant are responsible for. If Grŵp Cynefin is asked or required to carry out repairs which are your responsibility, it has a right to recover the costs from you. Similarly, if you end your tenancy and Grŵp Cynefin has to carry out your repairs in order to bring the home back to letting standard, then you will be liable for repaying the costs. It is in your interest to maintain your home in a clean and tidy condition, and deal with any damage which is yours to repair.

Right to remove danger and recharge the cost to you

Please don't make alterations to your home without our consent, especially in relation to the structure, wiring or heating systems. If we find alterations which cause danger, we have a right to enter your home to correct what has been done, and recharge you for the cost. The same can apply in the case of a hazardous activity in the house, garden or communal space.

Requests for permissions

If it is stated in your tenancy agreement or in this handbook that you need our written permission to do something, you must write to us first to get that permission. If we have not replied in 28 days, please contact our Senior Performance Officer, who will investigate the delay.

