

Who is a Member of a Family?

The law defines a “family member” as parents, grandparents, children, grandchildren, siblings, uncles, aunts, nieces, step relations, half relations, unmarried partners (heterosexual) and unregistered same sex partners. Same sex couples can now formally register their relationship under the Civil Partnership Act 2004. Once registered, they are known as civil partners.

How do you become a successor

Succession only occurs on the death of a tenant. There are three main circumstances where a succession occurs:

- Following the death of a sole tenant.

If a tenant dies, provided that they had not inherited the tenancy, it will automatically pass to their husband/wife/civil partner or family member, provided that the family member has lived with the tenant for the past twelve months.

- Where a joint tenancy changes to a sole tenancy.

Where a tenancy is held in joint names and one of the tenant dies, the surviving tenant succeeds to the tenancy as a sole tenant. There is no further right of succession so the tenancy cannot be passed on again.

- Assigned Tenancy - Where a tenancy has been legally assigned.

Any tenant who has not succeeded to the tenancy, has the right to assign (pass) the tenancy to their husband/wife/civil partner or a family member who is living with them and has lived with them for the past twelve months. However, this must be done by a legal document called a Deed of Assignment. A person taking the tenancy in this way is counted as a successor.

The courts can also order an assignment between married partners and civil partners as a result of divorce proceedings, or a dissolution of a civil partnership. This is called a “tenancy transfer”.

Right To A Lodger

You may take in a lodger as long as it does not lead to overcrowding in your home. You may take in a lodger without permission. Please let us know when they move in and leave. If you are claiming Housing Benefit, you must also tell the Housing Benefit section.

You will be responsible for their actions if they cause a nuisance in the neighbourhood, and you will have to evict lodgers if they refuse to leave. Your tenancy will be at risk.

Right to Sub-let

You can apply to let part of your home. The Council will only refuse if there is a good reason. You cannot normally sub-let the whole of your home, as that would be the same as not occupying it.

Right to Assign

You have the right to assign your tenancy to someone else, like your partner, a close relative, or someone who would normally take over/succeed if you die. You must get written consent from the Council, and the property size has to be appropriate for them.

If you are getting divorced, you can ask the Courts to decide who should have the tenancy. The Courts award residence and the Council must follow their judgement.

Right to Exchange

You can exchange your property with other housing associations or council tenants in England and Wales. You must apply to the Council to exchange properties. Written permission is needed and it can only be refused for a good reason.

Right to Buy

You will normally have the Right to Buy after you have been a tenant in public sector (council, housing association, armed forces, etc) accommodation for two years. If your tenancy started after 18 January 2005, you do not have the Right to Buy until you have been a Secure tenant for five years.

You may also be entitled to a discount on the market value of your home. The longer you have been a tenant the more discount you get.

You may be able to exercise the Right to Buy jointly with members of your family who have lived with your for the past twelve months, or with someone who is a joint tenant with you.

You may not be able to buy your home if it is sheltered housing, or is particularly suitable for elderly or disabled people.

For more information on the Right to Buy Scheme, ask the Council for the ODPM booklet Your Right to Buy your home.

Complaints, Comments and Compliments

We welcome feedback to help us improve our service. If you would like to make a suggestion about how we can improve, or you would like to tell us about something we have done well, please let us know.

We want to provide good-quality services for everyone, but things can go wrong. If they do, we need to know so we can put them right and learn from them. See the insert ‘WHO TO CONTACT’.

The Local Government Ombudsman

Before making a complaint to the Local Government Ombudsman, you must first give the Council a chance to deal with it. If you are not satisfied with the Council’s response then you can send your complaint to the Ombudsman. Your complaint should be about “maladministration”, for example if the Council:

- Takes too long to take action without good reason
- Does not follow its own rules or the law
- Breaks its promises
- Gives you the wrong information, or
- Does not make a decision in the correct way

The Ombudsman can investigate complains about how the Council has done something, but they cannot question what a Council has done simply because you do not agree with it.

A booklet ‘HOW TO COMPLAIN TO LOCAL GOVERNMENT OMBUDSMAN’ is available from the Council’s Reception or from the Local Government Ombudsman.

What action will be taken to Terminate Your Tenancy?

We will serve a Notice of Termination if we want to go to court to evict you. When the Council applies to the Court for a Possession Order, it must demonstrate to the Judge that the correct papers have been served in the correct way. With an Introductory Tenancy, the Judge cannot refuse to grant the order if the Council has acted appropriately.

Your Right to Review

We will serve a Notice of Termination if we want to go to court to evict you. You can ask for a review of your case but must do this within 14 days of receiving the Notice. The review will be carried out by people who have not previously been involved in the case. They will check everything has been done correctly and inform you of the decision before the notice expires.

How will your Tenancy be Made Secure?

The Council will review your tenancy throughout the Introductory Tenancy period and if you have maintained the tenancy in a satisfactory manner, you will be asked to attend an interview to become a secure tenant. A different Tenancy Agreement will then be signed.

Where can you get Advice?

If you have any queries about your tenancy, please contact your Housing Officer.

You can get independent advice from the Citizens Advice Bureau, The Council for Voluntary Services at Marlene Reid Centre or a solicitor.

A Guide for New Tenants

This leaflet tells you about the rules that apply with a Council Tenancy. It also lists the rights Council tenants have. This leaflet is only a summary and full details can be found in your tenancy agreement.

Types of Tenancy

There are three types of Council tenancy: **Non-Secure, Secure and Introductory**

Non-Secure and introductory tenants do not have all the rights of a secure tenant and could be evicted more quickly and easily if you break your agreement.

As a new tenant of North West Leicestershire District Council you have both rights and responsibilities. North West Leicestershire District Council also has rights and responsibilities. Your new tenancy agreement explains what these are and we would advise you to read it carefully.

Rent

Your tenancy agreement says that you must pay your rent on time.

We will check you are getting all the correct benefits and let you make an agreement to pay off the arrears in regular amounts on top of your weekly rent. However, if you fall four weeks behind we may start legal action to evict you. We will also take action if you are persistently late paying or fail to keep an agreement to repay.

Anti-Social Behaviour

If we receive complaints that you have been acting in an anti-social way, we will investigate thoroughly; collect evidence, interview witnesses, etc. If the complaint is justified we will take action. If the problem is minor we will ask you to modify your behaviour and possibly involve a mediator.

It is important to remember that you are also responsible for the behaviour of anyone living with you or visiting your home and we will take action if the nuisance takes place in your home, outside your home or in the locality.



EQUALITY STATEMENT:

INCLUSION OF AVAILABILITY:

This leaflet is available in other languages, formats, on computer disc on request.

Please contact the Business Support Team on 01530 454545 or e-mail: Housing@nwleicestershire.gov.uk

It will also be posted on the council’s website at: www.nwleics.gov.uk

Rules that You Must Follow

Your One Home

Your Council property must be your main or principal home. If you leave, or go to live somewhere else, you give up your secure tenancy and the Council can seek possession of your home. If you are likely to be away from your property for more than 28 days, you must let the Council know.

Looking After Your Home

Keep the inside of your home in good decoration. Garage, garden and outbuildings must be kept in a safe condition.

Being a Good Neighbour

Do not cause ongoing annoyance to neighbours, or allow anyone living in your property, or your visitors, to do so. Do not be threatening, abusive or insulting to neighbours or their visitors.

Running a Business

You must apply to the Council for permission to run a business from your home. Permission will be refused if the business disturbs neighbours, or damages your home.

Keeping Pets

Domestic pets can be kept, but you must be able to control them. Cats and dogs are not allowed if you share an entrance, staircase or lift. Pigeons, poultry and other livestock may be kept in some types of garden, but you must get Council permission. If any animal causes disturbance you will be asked to find another home for it.

Dealing with the Council

If you, or anyone in your household, or visitors, are abusive or threatening to a Council officer this will break the conditions of tenancy and put you at risk of eviction. This includes verbal abuse such as swearing, and threatening any officer going about their duties.

Letting the Council in

The Council will let you know when they want to inspect or repair your home. Council officers with the correct identification should be let into your home. In an emergency, if there is danger of injury or damage the Council may enter your home by any means necessary.

Every year the Council will arrange for the boiler to be serviced and you must let the engineer in. If you fail to let the engineer in, the Council will obtain an injunction for entry and you will be required to pay the legal costs.

If you are suspicious about anyone calling and claiming to be a Council officer call the Council directly.

See the insert 'WHO TO CONTACT'.

Right to Repair

If certain repairs are not carried out within a given time you may get compensation. If not, another firm may be asked to carry them out. You may get compensation if they are still not completed on time. See the insert 'REPAIRS, IMPROVEMENTS AND MAINTENANCE'.

Compensation for Improvements

You may be able to get compensation payments for the improvements you have made. You can be paid compensation for some types of improvement, if you have permission for them. This is paid when your tenancy comes to an end.

Right to Consultation

The Council must consult you about important changes in the way it manages your home. These changes include all significant changes, or new initiatives in housing management, including any maintenance, improvement or demolition that affects you (but not including changes in rents or other charges).

Your Right to See Information and Files

You have the right to see information on your file. You will need to give the council reasonable notice to access your files. Confidential information from a third party may be excluded.

Taking Action

If we want to evict a secure tenant we have to present evidence in court, and the tenant can put their side of the story. It is then up to a judge to decide if the eviction can go ahead.

With a non-secure or introductory tenancy, we only need to serve a Notice to Quit or Notice of Possession Proceedings and then go to Court for a Possession Order, which the judge cannot refuse as long as we have served the notice correctly.

Serving the Notice

Where it is necessary for us to serve you with notice, the notice will have been appropriately served, either by delivering it by hand to you directly or leaving it at your home. A notice delivered by one of these methods will be effective from the date stated on the notice.

Where it is necessary for us to serve any notice on joint tenants, the notice will have been properly served on all joint tenants if served on one or any of them separately.

Advice

If we did take action against you, you can get advice from the Citizens Advice Bureau, CVS Marlene Reid Centre, advice centre or a solicitor.

If you feel that the Council are not respecting your rights, or complying with their obligations, then you should let us know. See the insert 'WHO TO CONTACT' for details under Independent Money Advice.

INTRODUCTORY TENANCIES

The Council gives all new tenants a trial period to show that they can keep to a tenancy agreement, look after their home and not be a nuisance to neighbours. This period is called an Introductory Tenancy.

As a new tenant you have signed an Introductory Tenancy Agreements. If there have been no problems after 12 months you will be invited to become a Secure tenant.

For the time you are an Introductory Tenant, you don't have all the rights of a Secure Tenant, and could be evicted more quickly and easily if you break your tenancy agreement.

How do your Legal Rights differ from a Secure Tenant?

All Council tenants have legal rights and responsibilities. However, as an Introductory Tenant, you don't have the right to:

- Take in lodgers/sublet
- Make improvements
- Exchange with another tenant
- Buy the property

You can apply to the Council to take in lodgers, improve the property or to transfer and the Council will then decide if you can go ahead on a discretionary basis.

As a new tenant of the Council you will not have the Right to Buy yet but your occupation will help establish a discount entitlement should you choose to buy the property in the future.

What if there are problems with Rent Payments or Anti-Social Behaviour?

Most people will pass smoothly from their Introductory Tenant to a Secure Tenancy. We will undertake quarterly reviews of your tenancy, including home visits, to ensure you are abiding by the tenancy agreement. We will act quickly against anyone who breaks their tenancy agreement. We will always investigate to see if things can be sorted out, but if the problem is serious or if you don't work with us to find a solution; we will take action to terminate your tenancy.

Rent Payments

Your tenancy agreement says you must pay your rent on time. If you fall behind we will contact you. We may refer you for money advice and let you make an agreement to pay off the arrears in regular amounts on top of your weekly rent. If you continue to fall behind or are persistently late paying your rent we will start legal action to terminate your tenancy.

Anti-Social Behaviour

If we receive complaints that you have been acting in an anti-social way, we will investigate thoroughly, collect evidence, interview witnesses, etc. If the complaint is justified, we will take action which may involve asking you to modify your behaviour, involving a mediator or if appropriate we will start legal action to terminate your tenancy.

It is important to remember that you are also responsible for the behaviour of anyone living with you or visiting your home, and that we will take action if the nuisance takes place in your home, outside your home or in the locality.

NON-SECURE TENANCIES

Your tenancy agreement is designed to make sure you can enjoy all the benefits of a Council tenancy and to protect you and your community from the problems of anti-social behaviour. This is effectively a trial period to show they can keep to the tenancy agreement, look after their home and not be a nuisance to neighbours.

If there have been no problems after 12 months, you will be invited to become a secure tenant.

We hope your Non-Secure tenancy period will be trouble-free and that you will go on to be a secure tenant. We will try to help you if you have difficulties. However, you need to know what will happen if you break your tenancy agreement.

Rights

All Council tenants have rights and responsibilities. However, as a Non-Secure tenant, you do not have the right to:

- Take in lodgers/sublet
- Make improvements
- Exchange with another tenant

You can apply to the Council to take in lodgers or make improvements to the property. The Council will then decide if you can go ahead on a discretionary basis.

As a new tenant of the Council you will not yet have the Right to Buy, but occupation will help establish a discount entitlement should you choose to purchase in the future.

If there are Problems

Most people will pass smoothly from their Non-Secure/Introductory tenancy to a secure tenancy, but we will act quickly against anyone who breaks their tenancy agreement. We will always investigate to see if things can be sorted out, but if the problem is serious or you will not co-operate to find a solution, we may take action to evict you.

Becoming a Secure Tenant

A review of the trial period will take place shortly before its conclusion. If the trial period has been completed satisfactorily, then your tenancy can become Secure. A different tenancy agreement will then be signed.

SECURE TENANCY

Rights and Obligations

At the start of your tenancy you signed a tenancy agreement with the Council. This tells you about the rights and responsibilities as a Council Tenant. The tenancy agreement includes the conditions of tenancy – rules that you must follow.

When you signed the tenancy agreement for your home, you agreed to follow the rules in the Conditions of Tenancy. The Council can take action, or even evict you, if the rules are not followed. In turn, the Council must itself follow certain rules shown in the Conditions of Tenancy.

Your rights as a Secure Tenant

As a secure tenant you will have the following rights:

Right to Security of Tenure

The Council cannot evict you without a Possession Order from the County Court. If you break the rules in your Conditions of tenancy, such as:

- Not paying your rent
- Causing a nuisance or danger to neighbours
- Threatening a Council Officer
- Damaging your property
- Keeping pets where they are not allowed
- Not using the property as your main or principal home

The Council can apply to the County Court for possession of your home. The Court will listen to what you and the Council have to say and they will then decide if a Possession Order can be made. A Possession Order gives the Council the right to apply to have you and your family evicted by the County Court Bailiff.

Right of Succession

Succession is a right given under the Housing Act 1985 for secure tenants to pass on their tenancy to their husband/wife/civil partner or family member following their death. In the case of family members they must have been living with the tenant for at least the past twelve months. Succession can only happen once.