

## YOUR TENANCY AGREEMENT

Please ensure that you read your Tenancy Agreement.

Your Tenancy Agreement is a formal legal document, which tells you what you must do as a tenant and what Eden Housing Association must do as your landlord.

### CONFIDENTIALITY

Personal information is held by the Association in strict confidence. It will not be given to third parties without first obtaining the individual's permission to do so, unless it falls within one of the valid exceptions below:

- *Where you have signed a Housing Benefit disclaimer form*
- *Where you have asked a Local Council member or Board Member to act on your behalf*
- *Where information is required by the Police*

### ACCESS TO INFORMATION

You have the right to see information held by us about you, that is on computer or in manual records, for example your rent account, tenancy details and transfer applications.

The Association however, cannot give out information provided in confidence by a third party. You will need to provide us with reasonable notice so that we can make the necessary arrangements to provide any information you request.

Any published policy or procedure of the Association is available to you on request.

### SECURITY OF TENURE

You have the right to occupy your home as your 'only and principal' home. If you break a condition of your tenancy however, the Association has the right to take proceedings to repossess your home, for example not occupying the property as your principal home, not paying rent or causing neighbour nuisance.

In any such instances, following initial warnings you will receive a Notice of Seeking Possession. If no improvement is made on your part, then the Association has the right to apply to the County Court, which will decide if you can remain in your home, according to the grounds set out in the relevant Housing Act(s).

## JOINT TENANCIES

If you have a joint tenancy you and the other joint tenant(s) are equally entitled to share possession of the whole of the property. In the same way, you are **each** liable for the **whole** rent of the premises. The Association can therefore recover any rent arrears from either of the joint tenants. You should also be aware that either of the joint tenants could give notice and bring the tenancy to an end.

If you have a sole tenancy and someone comes to live with you who you want to make a joint tenant, you need to request this in writing to the Association. We normally ask that the person has to live with you for a year before we will consider making them a joint tenant.

## RIGHTS OF SUCCESSION

If your partner dies, then you may have the Right to Succeed to the property (ie take on the tenancy) if:

- *You and your partner lived in the property at the time of the death*
- *There has been no other succession to the property since 22.9.97*

If there is no partner, but another close family member has lived in the property for twelve months up to the date of the tenant's death, then they may be able to succeed to the tenancy.

If there is more than one relative who is eligible to succeed, then the Association will decide who the tenant will be, depending on the circumstances.

If the property you succeed to is:

- *adapted for the disabled, or*
- *too large for your needs*

then we may ask you to move to more suitable accommodation, provided by us, so that the property can be used for its intended purpose.

The Right of Succession only applies once. For former Eden District Council tenants who transferred to Eden Housing Association however, the right to succession will begin afresh from 22.9.97. Any successions before this date will be ignored. To apply to succeed to a tenancy, you must put your request in writing to the Association.

## **RIGHT TO TAKE IN A LODGER OR SUB-LET YOUR HOME**

A lodger is someone who:

- *has use of a bedroom in your house;*
- *is provided with meals and cleaning services;*
- *complies with the Association's conditions; and*
- *does not overcrowd your home.*

To sub-let your home means to allow a person/s (a sub-tenant) to have exclusive use of part of your home, for example a bedroom, meals and other services will not be provided.

You must apply to us in writing for permission to have a lodger or to sub-let your home. You do not have a right to let your entire home to someone. This is a breach of your tenancy conditions.

If you want a lodger or sub-tenant to leave, you must arrange this yourself. If you were to leave your home, then your lodger or sub-tenant must also leave.

## **RIGHT TO BUY**

If you were a tenant of Eden District Council before transferring to the Association on 22 September 1997 you may

have the right to buy your home. To exercise this right you must have been a tenant for at least two years. You will not be able to buy a property specifically designed for occupation by older or disabled people.

Under the Right to Buy scheme, discounts are available on the market value of your property. The discounts are calculated according to how many years you have been a tenant. In assessing your discount, the period you were a tenant with Eden District Council is added to the period you have been a tenant with the Association. If you have been a secure tenant of another Council or Housing Association you will be able to count these years.

If you are considering buying your home please contact us and we will provide you with the necessary application forms and assistance.

## **RIGHT TO ACQUIRE**

If you do not have a Right to Buy your home, you may be able to buy your home under a scheme called the Right to Acquire.

In general, homes in rural areas, ie everywhere in the Eden District outside of Penrith, and selected properties in Penrith, are excluded from the scheme.

The scheme offers a grant (a Voluntary Purchase Grant) to help you buy your home. Contact us if you are interested in buying your home under this scheme, or would like further details about this.

## **RIGHT TO CARRY OUT IMPROVEMENTS**

Before carrying out any improvement or alteration to your home, you must obtain **written permission from us**. This is to ensure the work will:

- *Not damage your home;*
- *Not have an effect on your neighbours; and*
- *Not break any planning or building regulations*

Provided any improvements you make have been approved, you may be entitled to compensation for them on giving up your tenancy. For further details please contact our office.

## **RIGHT TO BE CONSULTED**

We must consult you on any proposals we may have to change the way we manage your tenancy, home or estate. The views of tenants individually and collectively have to be taken into account before any changes are introduced.

## **RIGHT TO REPAIR**

If you have reported an urgent repair to us and the repair is not carried out within the target time stated on the repair receipt sent to you, you can request the use of a second contractor to carry out the repair.

If the repair is not then carried out within the target time stated on the second repair receipt sent to you, you may claim compensation from us. We will pay compensation at the rate of £10 plus an additional £2 for every days delay, to a maximum of £50.

This only applies to repairs up to a value of £250 and classed as urgent by the Association. Compensation will not be paid if you have not allowed reasonable access to your home.

A guide on this right is available from the Association's offices.

## **RIGHT TO EXCHANGE**

You have the right to seek an exchange of your home for another Eden Housing Association home, or for another Local Authority or Association home in the United Kingdom, through the HOMESWAP Scheme. Details of Eden Housing Association tenants, and other Local Authority and Housing

Association tenants wishing to exchange homes are held at the Association's offices.

Once you have found another tenant to exchange with, you should have a good look at each other's properties, as we will not carry out any decorating or repairs which are your responsibility.

If you undertake a mutual exchange with the tenant of another Housing Association, you may lose certain rights that you have in your current accommodation. This is because you take on each others tenancies in a mutual exchange. Before you begin the procedure to exchange you should discuss your situation with a Housing Officer.

Should you decide to proceed, both you and the other tenant should apply in writing to the Housing Officer. Each case will be looked at individually and a decision will be made within 14 days in writing. You must not exchange before permission has been granted. If your request is refused you will be informed of the reasons why. If you have rent arrears we will not withhold permission, but we will make it a condition that you clear your arrears before the exchange can take place

## **RIGHT TO TRANSFER**

If you have a desire to move to another Eden Housing Association home you can apply for a transfer by completing a 'Transfer Form' available from our office. The following reasons would normally be taken into account when you are being considered for a move:

- *If your home is overcrowded.*
- *If you need to move for medical reasons.*
- *If you need to move for social reasons.*
- *If you need to move to smaller accommodation.*
- *If you need to be nearer family or your job.*

Before a transfer takes place you must show that:

- *Your rent is paid up to date; and*
- *You have kept to the terms of your tenancy agreement*

If it is not possible to arrange a transfer for you, you will be informed in writing. The Transfer policy is available on request from our office.

## **UNDER-OCCUPATION**

If you under-occupy the property you presently live in, and you are of pensionable age or you have qualifying financial or medical factors, then we offer a package which will make a move easier for you to a smaller Association home.

We will pay for:

- *Furniture removals*
- *Disconnection and reconnection of one phone line*
- *Out of pocket expenditure (including refitting of carpets) up to £150.00*

To see if you qualify under this scheme, you should contact our office.

## **COMPLAINTS AND COMPLIMENTS**

We hope that you will be happy with the service we provide but understand that, despite our best efforts, we sometimes make mistakes. If you wish to make a complaint about any aspect of our service please contact any member of staff. You can use the telephone, send us an email or letter, fill in one of our complaint forms or call into our offices and talk to somebody in person. You will be given a copy of our complaints leaflet and a reference number that relates specifically to your complaint.

We would also like to hear from you if you have any compliment about our service.