

CHARNWOOD BOROUGH COUNCIL

SUMMARY OF OUR TENANCY POLICY

This is a shortened and simplified version of our tenancy policy. It should be read in conjunction with the full version of the policy, which is available from our website.

What is it?

Our tenancy policy sets out the type of tenancy agreements we give our new tenants¹ or how different tenancy agreements can be given to existing tenants if things change.

When you move into one of our homes you become a tenant of Charnwood Borough Council by signing a tenancy agreement. That tenancy agreement tells you what type of tenancy you have with us as well as all your rights and responsibilities. Your tenancy agreement is a legally-binding contract between you and us. We will always give you a signed copy of your agreement, which you must keep safe.

PART I – THE DIFFERENT TYPES OF TENANCIES WE GIVE

New tenants

Nearly all our new tenants are given an **introductory tenancy** unless they've been secure or assured tenants of ours, another council or a housing association immediately before starting their new tenancy with us. If that's the case, we'll offer a **secure tenancy**. We'll also offer a secure tenancy even if you still hold a secure or assured tenancy with another council or housing association but have to leave that property because of domestic abuse.

An introductory tenancy is a bit like a trial tenancy and it lasts for a year initially. If you keep to your tenancy conditions, like paying your rent and not causing any anti-social behaviour, your introductory tenancy will eventually become a permanent, **secure tenancy**, automatically. As an introductory tenant you have fewer rights than a secure tenant has, including not having the right to buy, to exchange or to take in lodgers. You can also be evicted much more easily if you are an introductory tenant.

Once you become a secure tenant you can stay in your home for as long as you wish as long as you keep to your conditions of tenancy.

Sometimes we can give different types of tenancy: for example, if we've housed you because you are homeless or might become homeless, we'll give you a **non-secure tenancy** or a **licence**. These agreements are very different from a secure or introductory tenancy: they have very few rights and we can end the tenancy or licence very easily. Also, if you're a secure or introductory tenancy and we need to remove you temporarily, for example, if there's been

¹ In this summary, reference to "tenant", "tenancy" and "tenancy" includes "licensee", "licence" and "licence agreement"

a fire or flood in your home, we'll give you a **licence** of your temporary home; but you'll still keep the secure or introductory tenancy of your permanent home.

Existing tenants

We've mentioned already that if you're an introductory tenant you'll become a secure tenant after a year, provided you've kept to the terms of your tenancy agreement. We can, however, extend an introductory tenancy by an additional six months if, for example, you owe us a relatively small amount of money or if you've caused some minor anti-social behaviour. Most extended introductory tenants become full secure tenants after their six-month extension.

If you've become a secure tenant and have caused serious anti-social behaviour we could ask a court to give you a **demoted tenancy**. This is like returning you to an introductory tenancy for another year. It gives much the same rights as an introductory tenancy and it's much easier to evict a demoted tenant compared to a secure one.

Finally, if you're an existing tenant or licensee of ours and we've housed you temporarily because you were unintentionally homeless or under the threat of being made homeless, we'll offer you an **introductory tenancy** if we then house you permanently.

PART 2 – DEALING WITH CHANGES IN CIRCUMSTANCES

Sometimes things in your life change when you're a tenant and that can end up in some changes having to be made to your tenancy. This is what this section covers.

I. Death of a tenant

- If a secure or introductory tenant dies someone might want to take over that tenancy. This is called **succession**. The rules on succession are quite complicated and depend upon whether the tenancy started before 1 April 2012 or not. Succession rights are either 'statutory' (through an act of parliament) or 'discretionary' (our decision);

But some rules on succession apply across the board, for example:

- Succession can only happen once;
- If a joint tenant dies, the surviving tenant succeeds to that tenancy;
- If more than one person wants to succeed and can't agree among themselves we will decide;
- The person succeeding will hold the same type of tenancy as the deceased tenant had (e.g. if the deceased tenant had a secure tenancy the person succeeding would have a secure tenancy) ;

- Anyone wanting to succeed has to be living permanently in the deceased tenant's property at least at the time of death in order to be eligible;
- A spouse or civil partner will have the legal right to succeed irrespective of when the original tenancy began (as long as the deceased tenant wasn't a successor and the would-be successor was living in the property permanently at the time of death);

Tenancies starting before 1 April 2012

If someone wants to succeed to a tenancy created before 1 April 2012, these are the rules in addition to the bullet points above:

- Only statutory succession is allowed;
- If the person is the deceased tenant's spouse or civil partner, they only have to have been living in the property at the time of the tenant's death to be eligible to succeed;
- If the person is a member of the deceased tenant's close family, e.g. a partner (but not married or holding a civil partnership), a parent or grandparent, a child or grandchild, a sibling, a niece or nephew, or an aunt or uncle; they have to have lived in the property for at least twelve months immediately prior to the tenant's death in order to be eligible to succeed.

Tenancies starting on or after 1 April 2012

If someone wants to succeed to a tenancy created on or after 1 April 2012, these are the rules in addition to the bullet points above:

- Both statutory and discretionary succession are allowed;
- **Statutory succession:** if the person is the deceased tenant's spouse or civil partner **or** were living together as if they were spouses or civil partners, they only have to have been living in the property at the time of the tenant's death to be eligible to succeed ;
- **Discretionary succession:** if the person is a member of the deceased tenant's close family, e.g. a parent or grandparent, a child or grandchild, a sibling, a niece or nephew, or an aunt or uncle; they have to have lived in the property for at least twelve months immediately prior to the tenant's death in order to be eligible to succeed .

Unless the would-be successor meets all these requirements, they won't be able to remain in the property and, if they want to be housed by us either there or somewhere else, they will have to make an application to join the housing register in the same way as any other person wanting to rent one of our homes would have to do.

2. Sole to joint tenancies

If a sole tenant enters into a relationship with someone and they then move into the property, the tenant might like that person to become a joint tenant.

We will grant joint tenancies to people in these circumstances but it will require a brand new tenancy to be created: we can't 'add' someone to an existing tenancy.

There are a few requirements that need to be met first, though, including:

- You [existing tenant] have to be a secure tenant;
- We won't give you a joint tenancy if we have taken legal action that could result in your being evicted; this includes a notice of seeking possession and a possession order that we haven't yet enforced. We won't give you a joint tenancy if you've been convicted of a criminal offence that is also a breach of your tenancy. We can also refuse if you owe us rent or caused anti-social behaviour but where we haven't yet taken any legal action against you;
- The person who wants to become a joint tenant with you can't own their own property and they must be eligible in their own right to be housed by us.

If you become a joint tenant you're both joint **and** individually responsible for keeping to your tenancy conditions.

3. Joint to sole tenancies

Sometimes a relationship breaks down and one of the joint tenants leaves. When that happens the remaining tenant often wants to have the name of the tenant who has left the property removed from the tenancy agreement. That is relatively easy to do as long as both parties agree and are prepared to sign a legal document – called a 'deed of assignment' – that will remove the joint tenant who has left the property from the tenancy.

Again, there are some requirements that have to be met before we agree to this, including:

- There mustn't be an outstanding possession order on the property;
- We must be satisfied that no-one is being forced against their will to give up their interest in the tenancy or that it is not in the remaining tenant's interest to become a sole tenant.

In very exceptional circumstances, when we cannot get the tenant who has left to agree to give up their interest in the tenancy, we might agree to grant a new sole tenancy if the remaining tenant terminates their existing tenancy.

PART 3 – MUTUAL EXCHANGES

If you want to move you can either apply for a transfer through our housing register or find someone yourself in order to swap homes. These swaps are called 'mutual exchanges'.

Only secure tenants have the right to do a mutual exchange. If you do a mutual exchange no new tenancies are created: you take over the other person's tenancy. This does not count as a succession.

If you find someone to do a mutual exchange with we can refuse to allow the exchange to go ahead only in certain circumstances, including :

- if we have or are taking taken legal action against you for a breach of tenancy;
- if the person moving into our property is going to under occupy it by more than one bedroom;
- if our property has had major adaptations done to it and the person moving in wont' need those adaptations;
- if our property is designated sheltered or special needs accommodation and the person moving doesn't meet the criteria to be eligible for such a property.