

# Chapter 13: Tenancy rules

*We provide a service to you on behalf of the council.  
When we use 'we', 'us' or 'our', this refers to Haringey Council  
or Homes for Haringey.*

## The tenancy agreement

When you agree to become the tenant of your home, you must sign a **tenancy agreement**. The tenancy agreement is a legal contract between you (the tenant) and Haringey Council (the landlord).

Although Homes for Haringey manages your home day to day, Haringey Council is still your landlord. The agreement is a very important document and you need to keep it safe.

The tenancy agreement contains information such as your name, the date you became a tenant and the rent you will pay. It also lists your and our responsibilities.

You can find the tenancy agreement and an explanation in chapter 23. The tenancy agreements used for supported housing (housing for elderly people) is slightly different. If you would like more information, e-mail [supportedhousing.olderpeople@haringey.gov.uk](mailto:supportedhousing.olderpeople@haringey.gov.uk).

The tenancy agreement and the Tenants' Charter only apply to 'secure' tenants. Some people are housed by the council, for example, people in temporary accommodation, and are **not** secure tenants. **You can find more information about your rights as a secure tenant below.**

If you have a question about your home or tenancy, you should call us on **0800 195 3404**, visit your local Customer Services Centre or contact your tenancy management officer.

The tenancy agreement sometimes has to be amended and updated. Before we make any major changes, we must consult all tenants about the planned changes.

## Our responsibilities

Our main responsibilities are to:

- maintain the structure and outside of the building;
- maintain the 'installations' (pipes, taps, sinks, and so on) for space heating, water heating, drainage and sanitation, as well as those for supplying water, gas and electricity;
- carry out those repairs which are our responsibility within set time limits;
- decorate the outside of your home and shared areas inside blocks of flats regularly;
- repair and maintain concierge, door-entry and shared TV facilities if these are provided;
- in the case of flats, take reasonable care to keep shared entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and other shared parts in reasonable repair; and
- make reasonable arrangements to keep all shared spaces and hedges on our housing estates tidy.'

We can also carry out and charge you for repairs as a result of any deliberate damage to, or neglect of, the property and any shared facilities. For more details on the recharge policy, see chapter 5.

Our other responsibilities include:

- providing information on our transfer and lettings policies;
- recovering rent arrears, including court action and eviction;
- making sure that tenants receive the current edition of the Tenants' Charter;
- giving tenants four weeks' notice before increasing the rent, or one week's notice before increasing the district heating charge; and
- consulting tenants on any planned major alterations to the tenancy conditions.

## Your rights as a secure tenant

As a secure tenant, you will have 'security of tenure' if you live in self-contained accommodation which is your only or main home,

depending on some exclusions in the 1985 Housing Act.

If you stop living at your council property, you may lose your rights as a secure tenant. You should consult your local Customer Services Centre if you need advice about this.

## When we can repossess your home

If you are a secure tenant, we cannot evict you unless we are granted a **possession order** from the county court. We can only get this order in certain circumstances.

This section only gives a broad outline of these circumstances. The law relating to repossession and eviction is complicated. Your local Customer Services Centre or your tenancy management officer can give you more information but if you need legal advice, please consult the Citizens Advice Bureau or a solicitor for independent legal advice.

**We may get a possession order from the court**, allowing us to evict you on behalf of the council, if:

- 1 you break any condition set out in the tenancy agreement;
- 2 you do not pay the rent;
- 3 you are guilty of causing a nuisance or annoying your neighbours, or you have been convicted of using the property, or allowing it to be used, for illegal purposes;
- 4 the condition of the property or the shared parts has deteriorated as a result of your actions or neglect;
- 5 we granted the tenancy because you made a false statement;
- 6 the property was let on a temporary basis while work was carried out to your previous home, and the work has been completed; or
- 7 the tenancy was a mutual exchange (a council-house swap) for which money was paid.

In these circumstances, the court will only grant us possession if they think it is reasonable.

If we evict tenants in any of the circumstances above, the council may not need to offer other accommodation, unless there is a duty under homelessness law.

We may also gain possession if:

- 8 the property is overcrowded (defined by law);
- 9 we plan, within a reasonable time, to demolish, build or carry out work to the building or land, and we cannot reasonably do so without gaining possession;
- 10 the property was originally designed for a physically disabled person who is no longer living there and it is now needed for a person with a disability (the court will only award possession for this reason if it considers it reasonable to do so);
- 11 the property is for people with special needs, and there is no longer a person living there with those needs, and it is now needed by a person who does have those special needs; or
- 12 the accommodation is bigger than you reasonably need, if you succeeded to the tenancy (see below) as a member of the family other than as a husband or wife.

In cases 8 to 12 above, **we must offer you suitable alternative accommodation.**

In cases 1 to 7 and 10, the court will only grant us possession if they consider it reasonable to do so.

We will consider each case individually before deciding whether to apply for a possession order.

In most cases we will give you at least 28 days' notice that we are going to go to court to get a possession order. The court will tell you when the case will be heard, so that you can go to court and present your case. You may want to get legal help by contacting a Citizens Advice Bureau or a solicitor.

It is your responsibility to use the property as your only or main home

and keep it secure. If we believe that you have left the property or are not using it as your only or main home, we will take action to repossess it.

## Demoted tenancy

If you break the conditions of your tenancy relating to either how you use the property, your behaviour or the behaviour of any member of your household or visitors, we can apply to the courts for a 'demotion order'.

This then creates a new type of tenancy, called a demoted tenancy. As a demoted tenant, you will lose certain rights. You will not have:

- the right to buy – but the time spent as a demoted tenant will count towards the right to buy;
- the right to exchange your tenancy; or
- the right to take in a lodger, or sublet part of your home during the demotion period.

We can apply for a demoted tenancy at any time during your tenancy.

Once we grant a demoted tenancy, we can then apply to the court for possession of your home. You may appeal against this decision, but if your appeal fails, the court cannot refuse to grant us possession, unless we have not carried out the procedures properly.

A demoted tenancy lasts for 12 months. If there are no further problems after the tenancy is demoted, your tenancy will automatically become secure at the end of the 12-month period.

## Your tenancy – becoming a tenant

Our lettings team will automatically grant a sole tenancy at the beginning of your tenancy unless you ask for a joint tenancy.

## Joint tenancies

Even if you ask for a joint tenancy, we will have to take certain issues into account before we make a decision, such as how long you have been in the relationship. In most cases, if two or more adults are being housed together (including as a civil partnership), we will consider a joint tenancy.

Joint tenants can apply for Housing Benefit and are equally responsible for paying all of the rent and for all missed rent payments. So, it is very important that each tenant knows the state of their rent account, whether or not they are the person who usually pays the rent.

## Changing from a sole to a joint tenancy

If you are a sole tenant and would like to become a joint tenant with another adult, you will need to put this in writing to your tenancy management officer.

If we agree to grant the joint tenancy, you will both need to sign a **new** tenancy agreement and, if it applies, fill in a new Housing Benefit form.

Deciding on whether to have a sole or joint tenancy will depend on your particular circumstances. If you are not sure what is best in your case, talk it over with your tenancy management officer.

If one joint tenant dies, the other tenant can normally take over the whole tenancy [see the section on succession below]. If this happens, you should tell your tenancy management officer so that they can change the information we hold about you.

## Succession

If a tenant dies, a partner or a family member living permanently in the home can apply to take over the tenancy, meaning that no new

tenancy needs to be created. This is called **succession** to tenancy.

By law, only **one** succession is allowed, and if there has already been one you **cannot** succeed to the tenancy. However, in limited circumstances, you may be able to apply for a grant of tenancy (see below). This can only happen when we have given our approval.

The following people may be allowed to take over a tenancy after the original tenant has died.

- A **husband, wife or civil partner** of the tenant who has died can succeed if they were living in the property as their only or main home at the time of the tenant's death. A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple.
- **Another member of the tenant's family who lived with the tenant for the 12 months before the tenant's death**, using the property as their only or main home, as long as there is no husband, wife or civil partner or they do not want to take on the tenancy. Same-sex and opposite-sex partners are considered to be family members and must have lived with the tenant for 12 months before the tenant's death.

If more than one person is qualified to succeed, we give the husband, wife or partner first choice. Otherwise, if two or more members of the tenant's family are qualified to succeed, they can decide between themselves who will take it on. If they cannot agree, we will decide for them.

## Transferring the tenancy to someone else

### Assignment

In very limited circumstances, when a tenant leaves to live elsewhere, they can pass on their tenancy to someone else. This is called **assignment**. This can only happen with our approval and in the following cases.

- The tenancy is going to be handed over to someone who would have a legal right to **succeed** to the tenancy if the tenant had died.

See the previous section on succession for the qualifying conditions. The same conditions relating to length of time living in the property also apply.

- It is a **mutual exchange** and each tenant has the written permission of his or her landlord.
- A **court** has decided that the tenancy must be transferred from one partner to the other as part of a divorce or family proceedings.

We will not allow you to pass on a tenancy to someone else if you had it passed on to you in the same way. If you are considering assigning your tenancy, you must make sure that you do not owe any rent.

### Grants of tenancy

If someone has had a long-term interest in a property, such as a carer, but does not have the right of succession or assignment, it may be possible for them to get a grant of tenancy. The grant of tenancy may not be for the current address but may be of another property.

We may allow a **live-in carer** to take on the tenancy if there are **no other** family members able to take it on and they were living with the tenant and using the property as their only or main home for at least 12 months before the tenant's death.

We will need other information such as details of any other property the carer has an interest in, their behaviour while living in the property, and evidence of the care arrangement before we make a decision.

The following are examples of when we may not allow a person to take on the tenancy.

- If the previous tenant was a successor. There can only be one succession to any secure tenancy.
- If the property has been specially adapted for someone with disabilities and there is nobody left in the property who needs these adaptations.
- If the property is too large for the person who is left. We, on behalf

of the council, would have to ask the county court to give the tenancy back to us. It will only do this if the judge thinks it is reasonable to do so, and we must offer the new tenant suitable alternative accommodation.

If we do not grant the right to take on the tenancy to the person living in the property, we will take action to evict them, unless special circumstances apply.

To find out more about tenancy issues, you can contact your Customer Services Centre or your tenancy management officer.

To find out more about your rights, you can visit the Citizens Advice Bureau website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

## Lodgers and subtenants

The difference between lodgers and subtenants is sometimes difficult to work out, so you should contact your local Customer Services Centre for guidance. Secure tenants in supported housing are not allowed to take in lodgers or to sublet.

A **lodger** lives as part of your household and shares the facilities with you. However, a lodger is someone who was not part of the household when you first moved in. You have the right to take in lodgers and you do not need our permission to do this.

A **subtenant** has a right to use part of the property as their own private home. If you want to sublet part of your home to a subtenant, the following rules apply.

- You **must** get our permission in writing.
- We cannot refuse this without good reason.
- If we give permission, there will be no conditions attached.
- If we refuse permission, we must give our reasons in writing. You may then ask the court to consider the matter and to make a decision.

If you sublet or part with all of the property (in other words, you are no longer living in any part of the property as your only or main home), you will have broken the tenancy agreement. We will take action to repossess your property and evict you.

If you are considering subletting or taking in lodgers, the following conditions apply.

- You must not overcrowd your home — this is illegal. Your local customer officer or tenancy management officer can explain the rules about overcrowding.
- If your lodgers or subtenants annoy anyone or cause a nuisance or damage the property, we may get a possession order against you, if you do not take reasonable steps to remove them from your home.

## Leaving your property

You must give us **four weeks' notice in writing** if you want to end your tenancy and leave the property. Notice from one joint tenant ends the tenancy of **both**. The notice you give must end on a Monday. We will charge rent for this period of notice.

If you leave and do not tell us, you will have to pay rent for the property until the date when you tell us you have left or we repossess the property.

You must leave all our fixtures and fittings in the same condition as they were at the beginning of the tenancy, except for:

- fair wear and tear;
- any alterations or improvements made by us; and
- any alterations or improvements you have made, if you had our permission in writing to make them.

When you leave, if we have to carry out repairs because of neglect on your part, we may charge you for the cost of this work. Please see our rechargeable policy on page 55.

Before you leave, you must clear out all your furniture and belongings, and leave the property clean and tidy. If you do not, we will treat any belongings you leave in the property as abandoned and get rid of them.

You must hand all keys in to any Customer Services Centre, including those for any store, shed, controlled-entry system or garage. If you do not give up the keys, we will charge you for changing locks and getting new keys.

When you leave, you must give us a new address. We will keep this information in line with data-protection law. See chapter 22.

We provide an incentive scheme (see below) to encourage tenants to leave the property clean and in good condition and to give us the full four weeks' notice.

### Incentive scheme

We will pay you **£250** if you decide to end your tenancy and leave the property by giving four weeks' notice in writing. You may be able to claim the incentive if you meet **all** the following conditions.

- 1 You allow us to inspect your home before you leave.
- 2 You leave the property free from rubbish.
- 3 You leave the property empty, with no-one living there.
- 4 You return an incentive scheme form to your local Customer Services Centre.

### Materials which catch fire easily, and other dangerous substances

You or anyone staying in or visiting your home must not keep gas, petrol or materials which catch fire easily in your home, in shared areas, in sheds or in a garage.

You or anyone staying in or visiting your home must not keep any paraffin or any other inflammable or dangerous material in your home or in shared areas, except those that are reasonably needed for

normal domestic use. You must make sure that you do not put yourself or your neighbours at risk.

Any products that you buy will have information about how you should store them. You must keep to this information.

If you do have to keep materials which catch fire easily, there are some practical precautions that you can take.

- Keep only small amounts and remove empty cylinders as soon as possible.
- Store products away from ignition sources, such as cookers or electrical appliances.
- Store products in a secure place where children cannot see or reach them.
- Store cleaning substances as labelled on the product.
- Remove dangerous products that are out of date and if the packaging has been damaged. Get rid of them in line with guidance on the packaging.
- Keep products in original containers with labels intact. (Children may mistake them for a drink.)

