



What you need to
know about your
tenancy agreement

Housing Services
www.kingston.gov.uk



Contents

Your Tenancy Agreement.....	1
Joint tenancies.....	2
Type of tenancy	2
Passing on your tenancy (succession)	3
Transferring your tenancy (assignment).....	6
Repairs to your home	7
Making improvements to your home	7
Taking in lodgers or sub-letting part of your home	8
Exchanging your home.....	8
Right to Buy your home	9
Your right to be consulted.....	9
If you break the terms of your Introductory Tenancy	10
If you break the terms of your Secure Tenancy.....	11
Grounds for possession of a Secure Tenancy	12
If you are evicted	14
Changes to your tenancy.....	14
Keeping animals in your home	16
Access to our services.....	17

Your Tenancy Agreement

At the start of your tenancy we will ask you to sign an agreement. This is called a **tenancy agreement**. The tenancy agreement is a contract between you and the Council. You must read through the tenancy agreement before you sign it. A lettings officer will go through the tenancy agreement with you at the sign up appointment and you will be given a copy of the agreement to take home. **It is a legal document and should be kept in a safe place.**

Under the terms and conditions of your tenancy the Council, as your landlord, has various responsibilities and obligations and you, as the tenant, also has various responsibilities and obligations. These terms are set out clearly in the tenancy agreement. When you read the agreement you must make sure that you understand what you have to do as a tenant. As a tenant you are responsible for the behaviour of your whole household and any visitors to your home.

If you are unsure about what your responsibilities are as a tenant or about any of the terms of the tenancy agreement you should speak to your estate manager.

It is extremely important that you keep to the terms of your tenancy agreement. If you don't and break the terms of your tenancy you may lose your home.

Joint tenancies

If a tenancy is in more than one name it is called a **joint tenancy**. A joint tenancy is usually two tenants but can be three or more. All tenants are responsible both as individuals and together for the tenancy. If one tenant usually pays the rent but fails to do so, the money is owed by all the tenants and we can ask for the money from any of you.

If a relationship between two joint tenants breaks down both tenants have equal rights to the tenancy. Also if one joint tenant gives Notice, the tenancy will end even if the other joint tenant doesn't agree and wants to stay in the home. The tenancy can be transferred into the sole name of either tenant if it is agreed by both sides. If both tenants want to remain in the property you must both get legal advice.

Type of tenancy

Your tenancy will usually be an **introductory tenancy** for the first 12 months (unless you are already a secure tenant of Kingston Council, a secure tenant of another council or an assured tenant of a registered social landlord).

After 12 months, and as long as you have kept to the terms of your tenancy agreement, your tenancy will automatically become a **secure tenancy**. Your estate manager will visit you at this time but you won't have to sign a new tenancy agreement.

You can remain a secure tenant as long as you want to provided:

- **You or at least one of the joint tenants lives in the property as their main home.**
- **Your rent is paid when it is due.**
- **You do not break any of the terms of your tenancy agreement.**

As an introductory tenant you have fewer legal rights than a secure tenant. **The table over the page** shows the difference between the legal rights of a secure tenant, an introductory tenant and a sheltered tenant.

If you break the terms of your introductory tenancy the Council can commence legal proceedings to take possession of your home more easily. We can also extend the introductory period for a further six months.

Passing on your tenancy (known as succession)

Succession is passing on your tenancy to a partner or another family member who qualifies to succeed, when you die. A succession can only happen once in a tenancy.

If there has been no previous succession, the following persons would qualify to succeed:

- A husband, wife or civil partner.
- A partner (including same sex partner) from a long term relationship.

Your legal rights	Introductory Tenant	Secure Tenant
Right to succession (to pass on the tenancy) to a partner/ family member	Yes	Yes
Right to repair	Yes	Yes
Right to make improvements to your home	Yes with permission from the Council (this is not a legal right but the Council's policy)	Yes with permission from the Council
Right to be consulted on the management of your home	Yes	Yes
Right to transfer (assign) your tenancy	Yes in some situations	Yes
Right to exchange tenancies	Yes (this is not a legal right but the Council gives this right)	Yes
Right to Buy your home	No (but the time you are an introductory tenant counts towards any discount you may get if you buy when you are a secure tenant)	Yes
Right to take in lodgers	No	Yes with permission from the Council
Right to sub-let your home	No	Not all of your home but you can sub-let part of your home
Right to vote for a transfer to another landlord	No	Yes

Sheltered Tenant
Yes
Yes
Yes
Yes
Yes (with another sheltered tenant)
No
No
No
Yes

Passing on your tenancy (known as succession) *continued*

- Another relative providing they have been living with you at the property as their only main home for 12 months before you died. Another relative can be a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

A child under the age of 18 can succeed if they qualify. The tenancy will be held in trust for them, by another person, until they can legally hold a tenancy.

The Council will require evidence that the person qualifies to succeed to the tenancy (evidence of the relationship with the tenant and 12 months residence at the property).

If there is no legal right to succession, or there has already been a succession, there may be circumstances in which the Council will allow a person to remain in the property or be offered a suitable alternative property.

For further information you should speak to your estate manager.

Transferring your tenancy (assignment)

An assignment is a transfer of your tenancy to another person.

A secure or introductory tenancy may only be assigned in the following situations:

- Assignment by a Court Order (Property Adjustment Order) as part of matrimonial proceedings.
- Assignment as part of proceedings regarding access to children.
- Assignment to a person who would be qualified to succeed to the tenancy if the tenant died immediately before the assignment.
- By Mutual Exchange. (**See our booklet ‘Options for tenants wanting to move’**).

If an assignment is ordered by a court as part of family proceedings you must show your estate manager the Order before the tenancy can be changed.

Requests for an assignment to a person who would be entitled to succeed to your tenancy if you died must be made to your estate manager. You will need to provide the same evidence as you would for a succession.

Repairs to your home

You have the right for certain repairs to be carried out to your home. Some repairs are your responsibility whilst others are the responsibility of the Council. In some cases you have a legal 'right to repair' - you may be able to get compensation if certain repairs are not done on time.

For further information please refer to your tenancy agreement and our booklet 'Tenants' Repairs Service Standards - how to report a repair and what to expect from us'.

You can report a repair by:

- Calling the Housing Contact Centre on Freephone 0800 0778 416 or 020 8547 4656
- Emailing HousingContactCentre@rbk.kingston.gov.uk
- Reporting a repair online at www.kingston.gov.uk/housing

Making improvements to your home

If you are a secure tenant: You can make improvements to your home but you must first ask the Council for permission.

If you are an introductory tenant: It is not a legal right but it is the Council's policy to allow you to make improvements to your home but you must first ask the Council for permission. **For further information please read our booklet 'Making improvements'.**

Taking in lodgers or sub-letting part of your home

If you are a secure tenant you have the legal right to have a lodger or sub-let a room in your home but you must first get written permission from the Council. You, or at least one of your joint tenants, must still live in the property as their main home.

You must put your request in writing to your estate manager. As long as the property will not be overcrowded and there is no reason to think that a nuisance will be caused to your neighbours, the Council will usually agree to your request. The law states that the Council cannot unreasonably stop you from having a lodger.

If you receive Housing Benefit the amount of benefit you receive may go down if you have a lodger. You should therefore make enquiries to the Housing Benefit Department before you think about having a lodger.

If you are in sheltered housing you are not permitted to have a lodger or sub-let a room in your home. With permission you may have a guest to stay for a maximum of two nights.

Exchanging your home

Secure tenants have a legal right to exchange tenancies with another secure tenant or an assured tenant of a registered social landlord. This can be another Kingston Council secure tenant or a secure tenant of any other

council in the UK. Whilst it is not the law, we also allow introductory tenants the right to exchange homes.

Exchanging homes in this way is often referred to as a Mutual Exchange. **For further information please read our booklet 'Options for tenants wanting to move' or speak to your estate manager.**

Tenants in sheltered housing may only exchange tenancies with another tenant in sheltered housing.

Right to Buy your home

If you have been a council tenant for at least five years, you may be able to buy the home you currently rent at a discount under the Right to Buy scheme. There are some exceptions to the scheme for example, it is not possible to buy your home if you live in sheltered housing or if your home has been adapted for special needs. For further information contact our Home Ownership Team on 020 8547 5439.

A leaflet on the Right to Buy your home is available to read or download at www.communities.gov.uk/publications/housing/yourright

Your right to be consulted

All introductory and secure tenants have the right to be consulted about decisions that affect you. We will consider your views when we make decisions about how your home is managed. This includes any decisions about whether

your building (or estate) or all the council properties in your area should be sold to a housing association. However, we may not necessarily be able to act on your wishes for legal or financial reasons. If you would like to join a residents' association, or find out more about how you can get involved in the management of your home, contact our Resident Participation Team on 020 8547 4779 or email respart@rbk.kingston.gov.uk

If you break the terms of your Introductory Tenancy

If you are an introductory tenant and you break the terms of your tenancy agreement we will write to you or visit you to discuss the matter and try to sort out the problem.

If the problem continues you will be served with a Notice of Proceedings for Possession of an Introductory Tenancy.

You have the right to ask for a review of the Council's decision to serve this Notice by a panel of senior council officers. If the decision to terminate your tenancy is confirmed or you do not ask for a review, legal proceedings may be commenced in the County Court when the Notice has expired.

The Council does not have to prove to the Court a reason for asking for possession of your property. As long as the Council has followed the correct procedure the Court will then make a Possession Order. Your tenancy will end after a period set by the Court and you would have to leave the property. If you don't leave the property you will be evicted by a court bailiff.

If you break the terms of your Secure Tenancy

If you are a secure tenant and you break the terms of your tenancy agreement we will write to you or visit you to discuss the matter and try to sort out the problem.

If the problem continues you will be served with a Notice of Seeking Possession as the first step towards ending your tenancy. The Notice will tell you on what grounds (basis) the Council are wanting to end your tenancy. **See the table on page 12 for Grounds for Possession.**

After a period of four full weeks the Council will then commence legal proceedings in the County Court for recovery of your home.

The Court can then decide to grant a Possession Order or it can postpone possession allowing you a chance to sort out the problem. For example, if the reason we are asking for a Possession Order is because you have not paid your rent, the Court may postpone possession giving you a chance to pay off the rent arrears.

Alternatively, the Court may demote your secure tenancy. This will result in you losing some of your rights as a secure tenant.

If the problem continues the Court will then set a date for possession. You will need to leave the property on this date or the court bailiff will be asked to evict you.

Grounds for possession of a secure tenancy

There may be other reasons besides breaking the terms of your tenancy agreement that we may serve a Notice of Seeking Possession. These reasons are called grounds and are set out in Schedule 2 of the Housing Act 1985. The table shows the grounds that are most relevant to you as a secure tenant.

In court we will have to provide evidence to back up the reason we are asking for possession and we will also have to show that we have met certain conditions.

The conditions we need to show are different depending on the ground for possession we are relying on.

- For grounds 1 to 8 we must show that it is reasonable for the Court to make a Possession Order.
- For grounds 9, 10 and 10a we must show that we have offered you suitable alternative housing.
- For grounds 13, 15 and 16 we must show that it is reasonable to make an Order and that suitable alternative housing has been offered to you.

The Court then decides whether to make a Possession Order. If a Possession Order is made it will either be:

- an Outright Order and you will be given a date when you must leave your home
or
- it will be a Postponed Order where no date will be given but the Order will say what you have to do. If you do not do as the Order says we will ask the Court to give a date for possession.

Ground 1

Ground 2

Ground 2a

Ground 3

Ground 4

Ground 5

Ground 6

Ground 8

Ground 9

Ground 10

Ground 10a

Ground 13

Ground 15

Ground 16

You haven't paid your rent or you have broken some condition of your tenancy agreement.
You, or anyone living with you, or a visitor has been:
a) causing a nuisance in the local area
b) convicted of using the property or allowing it to be used for illegal or immoral purposes, or has been convicted of an arrestable offence committed in or near your home.
You or your partner have left your home due to violence or threats of violence in your home.
You or a member of your household have caused damage to your home or shared areas.
You or a member of your household have caused damage to the facilities that you have been provided with in the local area.
When you applied for housing and you were given the tenancy you did not tell us the truth.
You were paid money or given some other financial reward for taking part in a mutual exchange.
You have refused to move back to your previous home after temporarily being rehoused whilst building work was carried out.
You have allowed your home to become overcrowded.
We plan to demolish or redevelop your home or land.
We want to sell your home for redevelopment without any tenants living there.
The property has been specifically adapted for a physically disabled person and no disabled person is living there.
The property is one of a group let to people with special needs. No one with special needs is living there and we need it for someone with special needs.
You have succeeded to the tenancy but not as a husband or wife and the property is too big for you.

If you are evicted

If you have been evicted from your home and have nowhere to go you have the right to apply to us as homeless for rehousing. We will look at your application and make a decision as to whether we have a legal duty to rehouse you. If you have been evicted from a council property we may decide that you have become homeless as a direct result of your actions. This is called being intentionally homeless.

We don't usually rehouse you permanently if you are found to be intentionally homeless.

Changes to your tenancy

Removing a joint tenant

We can't just remove 'a party' from your tenancy. This can only be done by:

- Written agreement of all joint tenants.
- A Court Order as part of family proceedings.
- By succession.

Adding a person to your tenancy

A request to add a person to your tenancy must be put in writing to your estate manager. You must be able to show that the person has been living in your home for 12 months before you ask for them to become a tenant. The request won't be considered if there are rent arrears or you have broken the terms of your tenancy.

You should speak to your estate manager before asking for a person to be added or removed from your tenancy to discuss any possible legal implications.

Changing your name

If you get married and change your name you must show us your marriage certificate before we can change your name on your tenancy.

Changes to occupation (who is living in the property)

You must tell us of the birth of any children or if somebody moves in with you on a permanent basis. They will be added to the occupancy records for your tenancy.

You must also tell us if somebody leaves or stops living with you at the property/your home. Their details will then be removed from the occupancy records.

If you want to end your tenancy

You must give us four weeks written notice to end your tenancy. This is called a Notice to Quit. A blank Notice to Quit is in the back of your tenancy agreement.

For more information on ending your tenancy, please read our booklet 'Moving out of your home'.

Keeping animals in your home

You are allowed to keep small caged animals subject to various conditions which are detailed in your tenancy agreement.

If you have your own private garden you can ask us for permission to keep a cat, a dog or another acceptable animal in your home.

If you live in a flat or any property without its own garden we don't generally allow you to keep animals. There are exceptions to this, for example a guide dog or hearing dog.

Requests for permission to keep an animal must be made in writing to your estate manager. If permission is given it will be subject to various conditions that are set out in your tenancy agreement and any other extra conditions that we may feel are appropriate.

If you have permission to keep an animal and that animal causes a nuisance or disturbance to your neighbours or in your neighbourhood, the permission will be taken away and you will be asked to remove the animal from your home.

Please look at Clause 11 of your tenancy agreement for more details.

For any tenancy or repairs enquiries please phone the Housing Contact Centre on Freephone 0800 0778 416 or 020 8547 4656.

Access to our services

The Council is proud of our diverse borough and values every resident. Equality is therefore a crucial part of our key strategic aim of putting people first to make the Council more accessible and responsive to your needs.

Our commitment to equality in our service delivery and our employment practices means that we believe in:

- Providing fairness and equality of opportunity.
- Recognising that everyone is different and that these differences must be equally respected.
- Challenging discrimination so that we demonstrate our commitments to equality and do not exclude people or make them feel isolated.
- Respecting people's difference in viewpoint and ensuring that everyone has the opportunity to raise their point of view.

If you have any concerns or suggestions about access to the services we provide, please talk to your estate manager or contact the Resident Participation Team.

Please let us know if you have a disability or special need (requirement) that may affect you accessing our service. With your agreement we can highlight this on our information technology system to alert our staff. Your disability or special requirements will then be considered in the service we provide to you.

If you have difficulty reading this document because of a disability or because English is not your first language, we can help you. Please call our helpline on 020 8547 5757 or ask someone to call on your behalf.

چنانچہ قادر نیستید این نامہ را بہ دلیل ناتوانی یا مشکل زبان بخوانید ما میتوانیم بہ شما کمک کنیم۔ لطفاً خود یا شخص دیگری با شماره کمک شہرداری کینگستون تماس بگیرید۔
تلفن 020 8547 5757 ۰۲۰۸۵۴۷۵۷۵۷

Si vous êtes dans l'incapacité de lire ce document à cause des barrières linguistique ou autre, nous pouvons vous aider. Appelez ou faites appeler le numéro d'assistance du Kingston Council au 020 8547 5757.

نہ گہر توانای خویندہوہی نہم نوسراوہت نیہ لہ بہر پہ ککھوتہی/ بی توانای یاخود لہ بہر زمان تینہ گہ پشتن ، نہوا نیمہ نہ توانین یارمہ تیت
بدہین ۔ تکایہ پیوہندی بکہ بہ ہیلی یارمہ تی شارہوانی کینگستونہوہ (Kingston Council) بہ شمارہ تہ لہ فونی 020 8547 5757
یان بہ کہ سہی بلی کہ بہ ناوی تووہ پیوہندی بکات ۔

إن لم تكن قادراً على قراءة هذا النص بسبب اللغة أو أي عائق آخر، اتصل بنا فندحن نستطيع مساعدتك. الرجاء الاتصال بخط مجلس كنجستون للمساعدة (Kingston Council Helpline) على الرقم 020 8547 5757 أو اطلب من أي شخص آخر الاتصال بنا نيابة عنك.

ਜੇਕਰ ਤੁਸੀਂ ਅਪਾਹਜ਼ਤਾ ਜਾਂ ਭਾਸ਼ਾ ਦੇ ਕਾਰਣ ਇਸ ਦਸਤਾਵੇਜ਼ ਨੂੰ ਪੜ੍ਹਨ ਵਿੱਚ ਅਸਮਰਥ ਹੋ، ਤਾਂ ਅਸੀਂ ਤੁਹਾਡੀ ਸਹਾਇਤਾ ਕਰ ਸਕਦੇ ਹਾਂ। ਕਿਰਪਾ ਕਰਕੇ 020 8547 5757 'ਤੇ ਕਿੰਗਸਟਨ ਕੌਂਸਲ ਦੀ ਹੈਲਪਲਾਇਨ 'ਤੇ ਕਾਲ ਕਰੋ ਜਾਂ ਆਪਣੇ ਵੱਲੋਂ ਕਿਸੇ ਨੂੰ ਕਾਲ ਕਰਨ ਲਈ ਕਹੋ।

Caso você nao consiga ler este documento devido a disabilidade ou idioma, nós podemos ajudar. Por favor, lique para o canal de atendimento Kingston Council no telefone 020 8547 5757, ou solicite a alguém para ligar por você.

உங்களால் இந்து கடிதத்தை படிக்க இயலவில்லை என்றால்
தயவு கூர்ந்து கிங்ஸ்டன் உதவி மையத்தை நீங்களோ அல்லது
உங்களை சார்ந்து எவராவது தொடர்பு கொள்ளவும்.
தொடர்பு கொள்ள வேண்டிய எண் 020 8547 5757

اگر آپ معذوری یا زبان کے سبب اس دستاویز کو پڑھنے سے قاصر ہیں تو ہم آپ کی مدد کر
سکتے ہیں۔ براہ مہربانی 020 8547 5757 پر کنگسٹن کونسل ہیلپ
لائن کو فون کریں یا کسی سے درخواست کریں کہ وہ آپ کی جانب سے فون کرے۔