

Know your Rights

A tenants guide



Know your rights

This is one of a series of Places for People information booklets that we hope will be useful to you. There is a complete list inside the back cover.

You can pick up copies of the other booklets from your local area office.

The booklets are also available to download from our website: www.placesforpeople.co.uk

This guide has been prepared by tenants on the National Customer Liaison Panel. It tells you all you need to know about being a tenant, in plain language.

Please note that in this booklet the term 'tenant' is the legal title that you have under the terms of your tenancy agreement.

An assured tenancy agreement

Most people who are offered a tenancy agreement are now asked to sign an agreement that makes them an assured tenant as long as they live in their home as their main residence.

Being an assured tenant means you can keep your home for as long as you want it. Places for People, your landlord, will not interrupt or interfere with that unless:

- we need to get into the property to inspect the condition, complete a health and safety inspection or to carry out repairs or other work to the property or the one next to it

- a court has given us possession of the property (the court can only give possession in certain circumstances, as explained in your customer welcome pack)
- you stop using your home as your main residence

In the tenancy agreement, the following words and phrases have the meanings shown next to them:

The tenant: you

The premises: your home – the housing accommodation, garden and any building we have let to you under the tenancy agreement

Communal areas: shared areas – places such as stairs, common parts, lifts, landings, entrance halls, paving, shared gardens and yards, parking areas or bays, which you share with other tenants and which can also be used by Places for People staff and visitors.

The welcome pack will help you to understand your tenancy, it doesn't form part of the tenancy agreement.

Good neighbour

You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for their conduct while they are in your home, on surrounding land, in shared areas, and in the estate area around your home.

You could lose your home if you cause a nuisance to, annoy or disturb or harass any other person, including your neighbours or their guests and our employees or agents.

Examples include:

- playing loud music
- allowing dogs to bark and foul public areas
- being offensively drunk
- selling drugs
- dumping rubbish

- racist or other offensive behaviour or language
- using or threatening to use violence
- using abusive or insulting words or behaviour
- damaging or threatening to damage another person's home or possessions
- writing threatening, abusive or insulting graffiti

If you, or people living with you or visiting you, are a nuisance, for instance, if they are using drugs or damaging property, then you will be held responsible for the nuisance.

Your rent

You can pay your rent in different ways:

- by direct debit
- by credit or debit card
- by standing order
- by payment swipe card (at any Paypoint facility)

- by postal order
- by cheque

You need to pay your rent every Monday. You can make an arrangement to pay your rent fortnightly or monthly, but this must be in advance.

If you claim housing benefit, it is up to you to make sure that it is paid to us. Remember to report any changes to the housing benefit department of your local council.

If you need help claiming this benefit, contact your local office or housing benefit office. Staff at your local office may also be able to give you help and tell you where to get advice about claiming other welfare benefits.

If you fail to pay your rent, we can go to court to evict you from your home. If you are experiencing difficulty paying your rent, please contact your local housing office immediately, and we will try to help you.

Joint tenants are each responsible for making sure that the rent is paid in full and on time. They are also each responsible for ensuring that any rent arrears are paid. So if one tenant leaves, the other tenant or tenants are responsible for any rent that is still owed.

We may need to change the rent and we will tell you in writing at least four weeks before any changes are made.

If you ask, we will give you an up-to-date record of your rent account, and send statements to you regularly during the year.

Repairs and improvements

Our responsibilities

Places for People must keep the following parts of your home in good condition:

- the structure and outside of the building, including roofs,

walls, floors, ceilings, window frames, outside doors, drains, gutters and outside pipes

- kitchen and bathroom fixtures – basins, sinks, toilets and baths, but not your own fixtures and fittings, such as a shower that you have put in, which you must maintain
- electrical wiring and gas and water pipes inside your home
- heating equipment and water heating equipment that we have provided
- any shared areas around your home – stairs, lifts, landings, lighting, entrance doors and halls, parking areas, rubbish chutes and shared yards that we own

We will also repair and maintain other parts of your home, as explained in your welcome pack, and will decorate the outside of your home and the shared areas of flats regularly.

We must carry out repairs within the times set out in the most

up-to-date welcome pack. When you report a repair, we will put the work into a category based on how urgent it is.

After a repair, we will leave the decoration as close as possible to how it was before the work was done. In some cases you may be able to agree with us that you will do the work and we will give you a decoration allowance.

Your rights

You have the right to get repairs done within a reasonable time. In some cases you have a legal right to repair. See your welcome pack for more information, or ask at your local office.

If we fail to carry out our responsibilities under the tenancy agreement, you may take legal action against us.

You have the right to put in your own improvements, such as central heating or a shower.

But you have to get written agreement from us before you do any work like this. We may apply some reasonable conditions when giving permission but will not refuse permission unless there is a good reason.

You have the right to claim compensation for certain improvements that you have made to your home. The improvements must have been made after 1 April 1994. We will pay this compensation at the end of your tenancy. See your welcome pack for more details or ask at your local office. Please note that compensation may be set off against any money you owe us.

Disability Discrimination Act 1995

We understand our responsibilities under this Act, and if you need aids or adaptations because of a long-term disability, we will make every effort to support you.

Your responsibilities

Please report any faults or damage to us immediately.

You need to repair or replace any item that you, your family or visitors damage such as broken windows, broken doors or lost keys. If you do not repair or replace the item, we will need to do the work and will charge the costs to you.

You also need to carry out small repairs and maintenance for which you are responsible. These are explained in your welcome pack. If you have smoke detectors, you need to test them regularly and replace the batteries when necessary. We may be able to help you if you are an older person or have a disability.

You need to allow our operatives into your home to inspect and carry out repairs and improvements. Never let anyone in without seeing some official identification. If in doubt,

contact your local office during office hours or the Contact Centre at other times. If we think there is an emergency, and you do not allow us access to your home, you could be putting yourself and your neighbours at risk – for example, when we need to complete a gas service inspection.

The inside of your home needs to be kept in a clean condition and you are responsible for decorating the inside. Please don't apply textured plaster, such as Artex, to walls without first getting written agreement from us.

You are responsible for repairing and maintaining your own equipment such as cookers, gas fires and any improvements you have put in yourself (unless you have an agreement for us to repair and maintain these things). Please ensure your own equipment meets current safety standards or regulations.

You can't take down walls, make any changes to your home or add any fixtures including a satellite dish or CB aerial without first getting written permission from us.

Similarly, you can't put up or take down garden walls, fences or hedges or put up boundary walls, fences, hedges or structures on an open-plan estate without first getting written permission from us.

Putting up structures such as sheds, garages, pigeon lofts or doing any other construction on the property also requires our prior written permission.

If you make an improvement or change your home without first getting written permission, we may tell you to return the property to how it was before. If you don't, we could ask a court for an order to evict you.

Community issues

Our responsibilities

Everyone has the right to enjoy life in their own way, provided they do not upset people living near them. We will try to help people solve problems and will, if we can, take action when this fails and the problem is serious.

We will act very quickly in cases of harassment, victimisation or intimidation. We will give you help and advice if you report a nuisance or harassment.

We also have a complaints procedure, which is there for your benefit.

We have produced a booklet called 'Suggestions and complaints', available from your local office or from our website.

Your responsibilities

You and the people you are responsible for – anyone (including children) living in or visiting your home – should not:

- cause or be likely to cause a nuisance, annoyance or distress to another person or do anything that interferes with their peace, comfort or convenience for any reason
- do anything to harass or cause a nuisance to any person because of their race, sex, age, disability, sexuality or health status
- threaten to use violence against any other person – we consider domestic violence a serious crime and will take action to support a person facing this form of violence
- harass any of our employees or our agents
- commit or allow any illegal activity such as drug dealing
- interfere with security and safety equipment

- damage or put graffiti on any property – if you do we will charge you the costs for any replacement or repair
- park any vehicles that cause an obstruction to other people, or their vehicles
- drive, ride or park vehicles on grass verges or footpaths

Using your home

Your rights

You have the right to take in lodgers, unless it causes overcrowding or you live in shared accommodation.

A lodger is someone who lives with you, shares your facilities but cannot stop you going into any part of the rooms they use. They might get some sort of service from you such as cooking or cleaning.

You do not need to get permission to take in a lodger, but you should tell us if you have a lodger.

You have the right to sublet part of your home, but you must get written permission from us first. A sub-tenant is someone who has their own self-contained part of your home and shares your facilities, but can stop you going into their part of your home. They will usually do their own cooking and cleaning. You can't sublet your whole home.

If you are receiving housing benefit, you will also need to tell the housing benefit department at your local council if you take in lodgers or sublet.

Your responsibilities

You need to make sure that this home is your only home, or your main home and you need to tell us if you will be away for more than 30 days.

You can't have more people living in your home than we allow – the number of people allowed is shown on your tenancy agreement.

You can't keep mopeds or motorbikes inside your home or in shared areas inside, such as entrance halls, stairs or landings. If you have a wheelchair we will make every effort to help you find a safe store.

Your garden needs to be kept tidy by cutting the lawn and trimming the hedges. If the garden is overgrown and there is no good reason why you can't tidy it up, we may ask the court for an order to evict you. We may be able to help you if you are an older person or have a disability. Ask at your local office. Shared areas also need to be kept clean, tidy and clear of obstructions.

You can't run a business from your home without first getting written permission from us. And you can't carry out major car repairs or park an illegal or unroadworthy vehicle on the land around your home, on the road or any shared area. You should not store any type of

industrial equipment or large car parts, such as engines or wheels, in your home.

You can't park any vehicle on your property unless you have an area of hard standing (a driveway or paved area you park on). A caravan, motor home, boat or trailer can't be parked on the gardens, driveways, paved areas around your home, on the streets or on any shared parking areas, unless you have first got written permission from us.

Anything that could catch fire or explode can't be stored in your home or any shared area. This includes paraffin, petrol and bottled gas. If you need to use and store oxygen cylinders for medical reasons, you should tell your local office.

You should not keep a cat, dog or other pets without first getting written permission from us. We will, of course, always give you permission if you have a guide dog or a hearing dog.

Your pets should not annoy, frighten or cause nuisance to other people and dogs need to be kept under control and on a leash at all times. While the dog is in one of our neighbourhoods, you should not let it foul shared areas and public places.

If you keep dogs classed as dangerous by the Dangerous Dogs Act 1991, you must keep to the act. The law states all these dogs must be tagged with the owner's name and address.

Getting involved

Our responsibilities

We need to ask your views about our housing plans if they affect you in a major way. For example, we will talk to you about any modernisation or improvement work we have planned for your home or area. We will involve you or your residents' group in local housing issues.

We will send you an Annual Performance Review every year that describes our work and performance. It will tell you how we pay for the service and how we spend the money.

We will also explain the terms of your tenancy agreement in your welcome pack, which will be updated from time to time.

Your rights

You have the right to see certain information that we keep about you, your partner or your family.

There is a separate booklet called 'Personal records' which is available from your local office or from our website.

You have the right to start or join a residents group. Ask at your local office about groups in your area, or about how to start one.

Moving to another house

Your rights

As a tenant, you have the right to apply to move to another house. An offer of a property will depend on how urgently you need housing and what accommodation is available. We will take the following into account when you ask to move:

- whether you owe any rent or other charges
- whether your property and garden are in poor condition
- whether you have made improvements or changes without permission (and we may tell you to return it to how it was)
- whether you have kept to the terms of your tenancy agreement

You have the right to see our rules for deciding how we deal with transfers and exchanges. Ask at your local office.

You have the right to swap or exchange your home with other tenants, for example housing association tenants or council tenants. You need to get written permission from us first and we can only refuse permission in certain circumstances. The booklet 'Swapping homes' has more information on this, available from your local office or our website.

If you do exchange houses without written permission, unfortunately we may take legal action to evict you.

We also set certain conditions that you should meet before the exchange can go ahead. For example, you have to pay off any rent that is owed to us, and put right any improvements or changes you have made without our written agreement.

You also need to make sure that your property and garden are in good condition

Ending your tenancy

Your rights

As long as you did not get your tenancy from a partner or relative who has died, your tenancy will pass automatically to your partner (if they have lived with you) if you die. This is called succession. A partner is the person you live with in a relationship and this includes unmarried partners and partners in long-term gay relationships.

If you don't have a partner, or your partner does not want your tenancy, it can pass to a relative (your parent, child, stepchild, or other children you have responsibility for, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) if they had been living with you throughout the last 12 months.

The person who takes over your tenancy will become the tenant and they keep their home on the same terms as you. If they die, the tenancy will not automatically pass on again. But if this happens, you can always discuss the situation with us.

When the tenancy is passed on, and the house is bigger than the new tenant needs, we may ask them to consider a property more suitable for their needs.

At some point, you may want to buy a home of your own. There are a number of schemes available to help you do this. Ask at your local office for more details.

Your responsibilities

You need to tell us in writing at least four weeks before you want to leave your home – addresses of our local offices are at the back of this booklet.

The four weeks' notice must end on a Monday, and you should return all the keys to the local office before 12 noon on the day you leave.

If you don't do this, then you may be charged a further week's rent.

The property and fixtures have to be left in good condition when you go but we will take fair wear and tear into consideration.

You can't leave anyone else living in your home when you move out. If you do, they will be evicted and you will be charged for our legal costs. You can't pass your tenancy to anyone else without written permission from us.

Booklets available include:

Anti-social behaviour

Tackling it together

Customer service standards

What you can expect from us

Gas safety

Keeping your home safe

Harassment

How we can help

Homes for rent

How we let our homes

Housing benefit

How to get help to pay your rent

Know your rights

A tenant's guide

Living with a disability

Adapting your home

Managing your money

What to do if you can't pay your bills

Moving home

Things to remember

Paying your rent

How to manage your rent account

Personal records

Your right to information

Repairs to your home

What to do if you need a repair

Suggestions and complaints

How to make a suggestion, complaint or compliment

Swapping homes

How to swap homes with another tenant

Service Standards for

Homeowners

What you can expect from us

Getting Involved

Making your views count

Homeowners Handbook

An essential guide to your home

Freephone contact numbers

Our Contact Centre

is open 24 hours
(all calls are free
from a landline)

Places for People Homes

0800 432 0002

Places for People Individual Support

0800 432 0003

You can pick up copies of our booklets from your local office, download them from our website: www.placesforpeople.co.uk or to receive them by post, telephone the Contact Centre on the numbers above.

Minicom

0800 432 0008

Homeowners line

0800 432 0009

If you ring these numbers and English is not your first language, we can use the Language Line Service to communicate with you.



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