

A guide to
**Your
tenancy**

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Your tenancy agreement is a legal contract that sets out your rights, and responsibilities as a tenant and our responsibilities as your landlord.



Types of tenancy

The types of tenancies we use are:

Assured tenancies

An assured tenancy is an ongoing agreement that allows you to stay in your home as long as you do not breach the conditions of your tenancy agreement.

Assured short-hold tenancies

Assured short-hold tenancies include:

Fixed term: A fixed-term tenancy is usually for five years, but can also be for two years in some cases. We use fixed term tenancies to help us make the best use of the homes we have available for customers.

Periodic: This is generally used for shorter-term lettings.

Starter: If you are a new tenant, you may be given a one-year starter tenancy. We will offer you an assured or fixed-term tenancy at the end of one year if we are satisfied that you have met your responsibilities as a tenant.

Fixed term tenancy (with a probationary period): If you are a new tenant, you may be given a fixed term tenancy with a probationary period. A fixed term tenancy is usually for six years (with a probationary period), but can also be for three years (with a probationary period) in some cases. The probationary period will last 12 months but this can be extended to 18 months in some cases depending on the circumstances. If we are satisfied that you have met your responsibilities as a tenant then the tenancy will continue until the end of the term. We use fixed term tenancies to help us make best use of the homes we have available for customers.

Rights and responsibilities

This is a summary of the main rights and responsibilities set out in your tenancy agreement.

Rent and service charge

You are responsible for paying the rent and any other charges under your tenancy agreement. This can include a service charge, which covers the cost of maintaining items such as door entry systems and for cleaning and gardening in shared areas.

Customers who claim Housing Benefit are responsible for providing the Government with information to make sure their claim is up-to-date and in payment.

For more information, please refer to our 'Your rent and service charge' leaflet.

Using your home

We want you to enjoy your home, but there are certain things that you, your family and your visitors must not do in our property. These include:

- not damaging or putting graffiti on our property, and
- not running a business from your home without our permission.

There are also some things that you, your family and your visitors must do:

- You must keep your home clean, and redecorate when needed.
- You must allow our staff or representatives to come into your home to carry out any inspections or repairs.
- You must keep your home free from vermin, such as mice.
- You must allow us access to your home so we can carry out an annual gas safety check.
- You must not dispose of nappies, cooking oil, wipes or other rubbish using the drains or toilets in your home.
- If you have a garage provided by us, you may only use this for vehicles. You must not store other personal items in garages.

We are only responsible for insuring the structure of your home against loss or damage as a result of fire and other risks. We do not insure your personal possessions. You should

therefore arrange your own contents insurance to protect your possessions.

For more information, please refer to our 'Insuring your property and contents' leaflet.

The area around your home

There are some things that you, your family and your visitors must not do in the area around your home:

- You must not put or store goods in the shared areas, as this causes a fire risk.
- You must not put up any buildings, such as sheds or garages, anywhere on your property without our permission.
- If you have your own garden, you must keep it neat and tidy.
- You must not throw anything from a window or balcony.
- You must not carry out any major car repairs or park illegal or broken-down vehicles on the land around your home or on the road.

Nuisance and harassment

All our tenants have the right to enjoy life in their own way as long as they don't disturb the people living near them.

You are responsible for the behaviour of every person living in or visiting your home, including in shared areas. You, your family and your visitors must not disturb or cause a nuisance or annoyance to any other person including your neighbours and our staff, agents or contractors.

Examples of nuisance and harassment include:

- using or threatening to use violence
- using abusive, racist or insulting words or behaviour
- damaging or threatening to damage another person's home or belongings
- writing threatening or abusive graffiti
- loud music that causes a disturbance to neighbours.

Domestic abuse

You must not harass or use mental, emotional, sexual or financial abuse against anyone who lives with you.

Ending your tenancy

You must usually give us at least four weeks' notice in writing if you want to end your tenancy, unless your agreement says otherwise.

When you move out, you must leave your home and garden clean, empty, free of rubbish, tidy and in a good condition. Any items left inside the property once the keys are returned to us may be disposed of without further notice.

If you wish to end your tenancy, please contact us.

Standards to expect when moving into your home

Before you move into your home it should meet certain standards. We will carry out work on your home to bring it up to these standards before you move in. Please visit our website for a full list of these standards.

Your rights

You can stay in your home for the length of your tenancy as long as you keep to the conditions of your tenancy agreement.

Repairs

We are responsible for repairing and maintaining your home to keep it in a safe condition. This means we will carry out the repairs you request and will make these changes within set times. You may be entitled to compensation if we do not complete certain repairs on time.

Consultation

We will not change your tenancy agreement without your permission.

We will consult with you about any planned maintenance and improvement work that we intend to carry out on your home.

Lodgers and subletting your home

A lodger is someone who lives in your home but does not have full use of any part of your house, apart from their bedroom.

You may take in a lodger as long as:

- you have our written permission
- your home does not become overcrowded as a result (your tenancy agreement tells you how many people are allowed to live in your home)
- you tell us the name, sex, and age of any lodgers, and
- you tell us which bedroom they will have.

If you have a starter or assured short-hold tenancy, you are not allowed to sublet any part of your home or take in a lodger.

If we have given you permission to have a lodger, you will be responsible for their behaviour. It is your responsibility to tell your local housing benefit office that you have a lodger in your home. If you receive Universal Credit, you should also inform the Department for Work and Pensions.

If you ask your lodger to leave and they won't, you will need a court order to evict them.

You cannot sublet the whole of your home. If you sublet your home, you will have broken your tenancy agreement and may be prosecuted, as illegal subletting is a criminal offence.

If you are getting housing benefit or a single person's discount on your Council Tax, you must also tell your local council if you sublet or take in a lodger.

Moving home

You may apply to move to another property or exchange your home with our written permission. You cannot exchange your home if you have a starter tenancy or assured short-hold tenancy. You may not be able to exchange your home if:

- you, or the person you want to swap with, owe us rent
- the home is too large or small for your needs
- the home you want to move to has been adapted for a special purpose, such as for a disabled person, or
- we have a court order to take possession of your home.

Rent and service charge

We will give you clear information on how much rent and service charge you must pay. We will tell you in advance about any changes in your rent and service charge payments.

Succession

If you die, it may be possible for your tenancy to pass to someone else. This is known as 'succession'. A tenancy may also pass from one person to another in certain limited situations, such as if you agree a home exchange. This is known as 'assignment'.

You may only carry out a succession or assignment with our permission, and by completing the necessary legal paperwork.

If you would like more information on either of these issues, please contact us using the details on the back of this leaflet.

Running a business from your home

If you would like to run a business from your home, you must first get our permission in writing. We may say no if the business will annoy your neighbours or if your tenancy agreement does not allow this. You may also need planning permission from the local council.

Changes in the size of your family

You must let us know about any permanent changes in your household, for example, if you start living with a partner or if you have a baby. If you claim Housing Benefit or Universal Credit, you must also tell your local council and the Department for Work and Pensions.

Being away from your home temporarily

If you live in any of our properties, you must let your Neighbourhood Officer know if you are going to be away from your home for a month or more.

If you are going to be away and you are on Housing Benefit, you must also tell your local council.

If your relationship breaks down

If one partner decides to move out of your home, we do not have a duty to re-house them. If you cannot agree who should stay in the property you will need to get legal advice and talk to us about it.

Pets

You must get our permission in writing before you can keep a pet. Please contact us for more information. We have the right to withdraw our permission if your pet becomes a nuisance.

What happens if you break your tenancy agreement?

If you break any of the terms in your tenancy agreement, we may have to take court action against you. This may result in you losing your home.

Contact us

Online:

www.a2dominion.co.uk/customers

By email:

customer.services@a2dominion.co.uk

By phone:

0800 432 0077

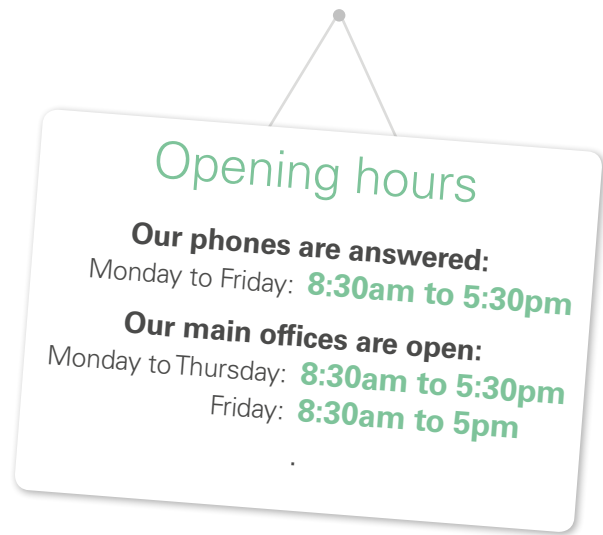
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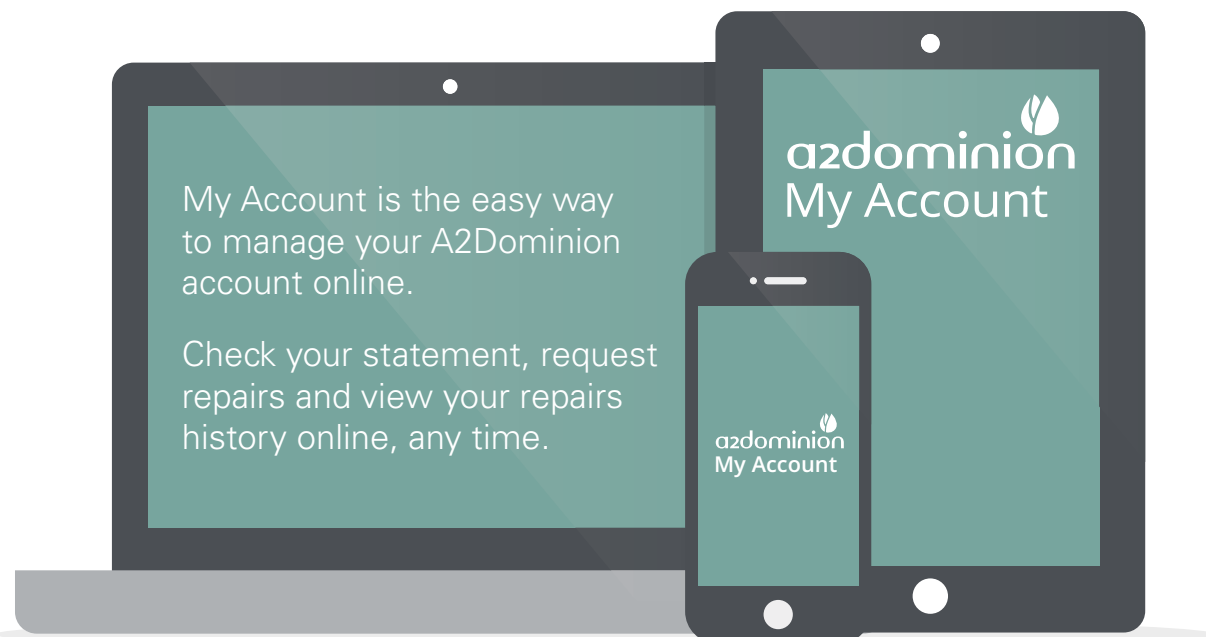
In person or in writing:

To one of our main or local offices. For a full list of our offices, go to www.a2dominion.co.uk/contact



Translations

We will consider requests for translations into other languages and formats, including large print, audio and Braille.



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