



Your Tenancy



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What are my rights as a resident?

As a resident you have certain rights, the most important of which are:

- The right to occupy your home;
- 'Security of tenure' which means we cannot evict you without a Court Order;
- Rights concerning succession to tenancy;
- Rights to exchange homes with other residents.

All our tenants are known as Assured Tenants, which gives you the above rights and some other rights. All rights are listed on your Tenancy Agreement. Residents who transferred from the Royal Borough of Windsor and Maidenhead also have the Preserved Right to Buy their home. For more information please see our Right to Buy leaflet. You can request this by calling 0800 876 6060 or download it from our website: www.mdha.co.uk.

There are occasionally circumstances when we do have to obtain a Court Order to evict a resident, usually if they fall seriously into arrears with their rent or they have broken part of their Tenancy Agreement.

What are my responsibilities as a resident?

All residents should have their own copy of their Tenancy Agreement. In your Tenancy Agreement you agree to certain things concerning the way you behave as a resident.

As a resident you are expected to:

- Pay your rent when it is due;
- Look after your home;

- Not carry out any work on the property without first gaining permission from us.

You should not:

- Cause a nuisance to your neighbours;
- Cause damage to the property;
- Allow your home to become overcrowded;
- Cause obstructions in communal areas.

Only or main home

The property that you rent from us must be your only or main home. You could lose it if you:

- Let out the whole of your home and move somewhere else;
- Give away your home to someone else;
- Leave your home for a long time without letting us know that you intend to return;
- Have another home that you could reasonably occupy;
- If you are not living in the property we will repossess it.

Joint Tenancies

Joint tenancies are usually offered to married couples and other couples, who can show they have been living together for a period of at least twelve months. Joint tenants have equal rights and are equally responsible for all the conditions of the Tenancy Agreement. This includes all the rent and the whole amount of any rent arrears. Either joint tenant can apply for housing benefit.

Sole tenants should think carefully before giving up their sole tenancy for a joint tenancy. Please contact your Area Housing Officer for information.

Marriage/relationship

If your marriage or relationship breaks down, it may be that one of you will have to leave your home. The Association cannot take sides in a matrimonial dispute and the Court may have to decide who should have the tenancy, if agreement cannot be reached.

The tenancy is normally given to whichever partner is granted custody of the children and you should make sure that your solicitor asks the Court to make such an order during divorce or separation proceedings.

Lodgers and subletting

You can take in a lodger as long as you do not overcrowd your home. You must notify us in writing, providing full details of your lodger.

If you are receiving Housing Benefit and intend to take in a lodger, you must notify your local council's Housing Benefit Section as the benefit you receive may be affected.

You can sub-let part of your home if you obtain the Association's written consent, but you should talk to your Area Housing Officer before making a decision.

Remember, if your lodger/sub-tenant causes a nuisance, you, the tenant will be held responsible. If you leave your home permanently for any reason you must make sure the lodger/sub-tenant leaves as well.

Assignment (passing on the tenancy)

Assignment means passing on your tenancy to somebody else. This will only happen:

- When a Court has ordered the transfer as part of divorce or separation proceedings;

- If you have our written permission to carry out a mutual exchange;
- If you pass your tenancy to someone who would inherit if you died.

Succession (the right to inherit a tenancy)

If a sole tenant dies, there is a right in law for the tenancy to pass to a qualifying member of the family, who has lived with the tenant for the past twelve months as their only home. Proof of residency at that address will be required.

A qualifying member of the family is:

- A spouse or person with whom the tenant has lived together as a couple;
- The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece;
- A step relation.

The tenancy can only be transferred once in this way and as a 'successor', you do not have the right in law to pass the tenancy on to someone else.

Should you wish to claim the tenancy on the death of a tenant, you should contact your Area Housing Officer for advice. In the case of a joint tenancy, the tenancy will automatically pass to the surviving tenant. A 'successor' who was previously a joint tenant, is legally liable for any outstanding arrears on their rent account or for any other breaches of tenancy.