When you become one of our tenants one of the first things you will need to do is read and sign the tenancy agreement. This states all your rights and responsibilities and is the full legal contract between us as the landlord and you as the tenant. This leaflet should be used as a guide only.

The information in this leaflet provides a summary of the main points covered in your tenancy agreement, your rights and responsibilities, as well as our rights and responsibilities.

We will provide you with a copy of your tenancy agreement – you should keep this in a safe place.
TENANCY AGREEMENTS

We have five types of tenancy agreement:

- Assured Shorthold;
- Assured;
- Starter;
- Protected Assured;
- Fixed-term.

Each of these can be set up as a joint tenancy, which we will normally offer when letting a home to two adults over 18 years old who are cohabiting with one another. We will not offer a joint tenancy to relatives such as parents, child, brothers and sisters or friends. If a joint tenancy is created, both tenants have equal rights and responsibilities and will both be held responsible if the tenancy agreement is breached.

If you would like to apply to change your sole tenancy to a joint tenancy (or vice-versa), please contact us and request a sole or joint tenancy application form. Alternatively, visit our website - www.chp.org.uk - to download a copy.

A breach of the tenancy means that you have failed to keep to the terms detailed in your tenancy agreement.

Whatever type of tenancy agreement you have you must read, sign and keep a copy.

ASSURED AND ASSURED SHORTHOLD TENANCIES

Assured and Assured Shorthold tenancies give you a legal right to live in your home. There are various differences between the two tenancies – the main one being the level of security you will have.

Assured Shorthold tenancies allow us to apply to the courts to repossess the property and we have a mandatory right for possession as long as we give two months notice.

Assured tenancies give you greater security by giving you the right to remain in the property unless we can prove to the court that we have grounds for possession (according to the Housing Act 1988).
Assured tenancies have additional rights to Assured Shorthold. These include:

- The right to apply to buy your home under the Right to Acquire scheme;
- The right to exchange your home with another social housing or local authority tenant;
- The right to apply to transfer to another of our homes;
- The right to pass your home on to a family member – this is called ‘succession’;
- The right to request permission for a lodger.

**STARTER TENANCY**

A Starter tenancy is a term we use for tenancies we assign. Starter tenancies are a type of Assured Shorthold tenancy and are converted to an Assured tenancy on successful completion of a 12-month probationary period.

Starter tenancies have fewer rights than Assured tenancies and allow us to deal quickly with tenancy breaches such as non-payment of rent or antisocial behaviour. As long as you take good care of your home (including your garden if you have one), do not cause a nuisance to your neighbours and pay your rent on time, your tenancy will be converted to one that gives you greater security in your home.

**PROTECTED ASSURED TENANCY**

Protected Assured tenancies are the same as an Assured tenancy but are only available if you were a tenant already living in a Chelmsford Borough Council property when ownership was transferred to us in March 2002. Instead of the Right to Acquire, you have the Right to Buy your home. This means that if you would like to buy your home you will be eligible to receive a discount off the market value. The discount you receive will depend on how long you have been living there.

**FIXED-TERM TENANCY**

Fixed-term tenancies last for a specific amount of time rather than a lifetime. We grant fixed-term tenancies initially for six
years which includes a one year probationary period.

We have introduced fixed-term tenancies to help us take into account changing circumstances and make better use of our housing stock over time.

At least six months before your fixed-term tenancy is due to end, we will look at:

- Your tenancy record;
- Over-crowding or under occupation – if your circumstances change to make your home bigger or smaller than your household size requires;
- Whether the property you are in is adapted accommodation which you no longer need.

You will receive a written confirmation of the outcome of the review. We will explain the reason for the decision made, which could include:

- Granting another five year tenancy;
- Offering advice and support to help you move to another property which is more suited to your housing need;
- Providing advice to help you to move to another property or rent privately;
- Confirming that a new tenancy will not be granted and you will need to find alternative accommodation within six months.

If you are required to leave the property and have not breached your tenancy we will ensure you are offered suitable alternative accommodation. If you are required to leave the property, and have breached your tenancy we will provide advice regarding housing options and moving.

**WHAT IF YOUR RELATIONSHIP IS BREAKING DOWN?**

We are aware that a breakdown of a marriage or other close personal relationship can lead to a number of housing problems.

If you are unable to reach a mutual agreement regarding your tenancy, you may need to seek legal advice.

For further information please refer to our Relationship breakdown leaflet.
YOUR RIGHTS

The table below shows a summary of the rights your tenancy agreement gives you. You will find explanations of these terms on the following pages.

ST – Starter tenancy
AT – Assured tenancy
PAT – Protected Assured tenancy
AST – Assured Shorthold tenancy
FTT – Fixed-term tenancy

<table>
<thead>
<tr>
<th>You have the right to:</th>
<th>ST</th>
<th>AT</th>
<th>PAT</th>
<th>AST</th>
<th>FTT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupy your home</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Stay in your home</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>Make improvements to your home</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
<td>✓</td>
</tr>
<tr>
<td>Claim compensation for approved improvements</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Exchange your home*</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
<td>✓</td>
</tr>
<tr>
<td>Have a lodger or sub-let part of your home</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
<td>✓</td>
</tr>
<tr>
<td>Have repairs carried out</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Compensation if repairs are not carried out</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>See information held about you</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Pass on your tenancy*</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
<td>✓</td>
</tr>
<tr>
<td>The preserved Right to Buy*</td>
<td>X</td>
<td>X</td>
<td>✓</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>The Right to Acquire*</td>
<td>X</td>
<td>✓</td>
<td>X</td>
<td>X</td>
<td>✓</td>
</tr>
</tbody>
</table>

* Certain exceptions apply (for further information please contact us on 0300 555 0500).
** For the term of your tenancy
THE RIGHT TO OCCUPY YOUR HOME

You have the right to occupy your home without interruption or interference from us. We will not visit you unnecessarily. You must allow us (or anybody working for us) to enter your home at a reasonable hour (and at all hours in an emergency) to inspect your home or carry out works to it, for example to service a boiler. We will give you reasonable notice except in an emergency.

We do ask that you inform us, in writing, of any changes to occupants or their circumstances in the property.

THE RIGHT TO STAY IN YOUR HOME

If you have an Assured or Protected Assured Tenancy Agreement you have the right to stay in your home for as long as you want as long as it is your only home and that you keep to all the terms of your tenancy agreement.

We can only take back your home by obtaining a court order and if there is a legal reason to do so, for example, if you have broken the terms of your tenancy agreement.

THE RIGHT TO MAKE IMPROVEMENTS TO YOUR HOME

You have the right to make alterations or improvements to your home as long as we have given you permission first. You do not need permission for very minor works, such as putting up a curtain rail or decorating. However, you must get our permission before starting more major alterations such as changing or removing internal walls.

THE RIGHT TO CLAIM COMPENSATION FOR APPROVED IMPROVEMENTS

When you end your Assured or Protected Assured tenancy you have the right (in certain cases) to claim compensation for permanent improvements you have made, such as installing a new kitchen. The compensation you receive takes into account
the cost of the work, how long it should last and how long ago the work took place.

To qualify for compensation you must have received three quotations and our permission before starting the work. You should also save all your receipts for the work.

**More information on your rights and how to apply is available in our Compensation leaflet.**

**THE RIGHT TO EXCHANGE YOUR HOME**

You have the right to exchange your home with another housing association or local authority tenant. This is known as mutual exchange and is often the quickest way to find a suitable home.

For further information please visit our website www.chp.org.uk or ask us for a copy of our mutual exchange leaflet.

**THE RIGHT TO TRANSFER YOUR HOME**

You have the right to apply to transfer to another of our homes. This is known as a ‘transfer’. You must have registered for a transfer with us, kept your home in good condition and have had a clear rent account for at least six months. If you meet these criteria and have registered your name, you will be eligible for a transfer. Your application will be dealt with under the Choice Based Lettings scheme, which gives you more choice about where you live. Instead of being allocated a property, you will be able to express an interest in a property you like, which is suitable for your needs.

For further information please visit our website, www.chp.org.uk or ask us for a copy of the Your Housing Options or the Allocating homes leaflet.

**THE RIGHT TO HAVE A LODGER OR SUB-LET PART OF YOUR HOME**

Unless you live in sheltered housing, you have the right to take in lodgers provided this does not overcrowd your home. You may also sub-let part of your home but you must remain living
in the rest of the property yourself. You cannot grant an Assured tenancy to anyone.

Before you take in a lodger or sub-let part of your home you must get our permission in writing. If you receive housing benefit, having a lodger may affect how much benefit you will get. Check this with your local authority.

**THE RIGHT TO HAVE REPAIRS CARRIED OUT TO YOUR HOME**

We are responsible for:

- The structure and outside of your home;
- Gas, water, heating, electrical and plumbing installations;
- Internal fixtures, such as kitchen units;
- Communal areas owned by us.

You are responsible for all repairs not included under these categories. We can arrange and carry out the work for you, but may make a charge to you.

For further information please visit our website, www.chp.org.uk or ask us for a copy of our Chargeable extras leaflet.

**THE RIGHT TO REPAIR**

You have the right to claim compensation from us if we do not complete repairs that affect your health, safety or security within our target times.

For further information please visit our website, www.chp.org.uk or ask us for a copy of our Repairs and maintenance leaflet.

**THE RIGHT TO SEE INFORMATION HELD ABOUT YOU**

You have the right to see the personal information we hold about you. If we hold confidential or sensitive information supplied by a third party, such as a doctor, we will not be able to disclose it unless we have permission from the person who wrote it. If you disagree with any information we hold, you have the right to correct it or state in writing that you disagree.
We will provide the information we hold about you within 15 working days of being asked.

THE RIGHT TO PASS ON YOUR TENANCY

We call the right to pass on your tenancy a ‘succession’. If you hold a tenancy in your name only (you are the sole tenant), it can be passed once only to your spouse or partner (including same-sex partner) who has lived at the property. If you hold a Protected Assured tenancy and there is no spouse or partner the tenancy can be passed (once only) to a member of your family if they have lived at your property as their main home for the last 12-month (proof of identity and residency will be required). If you hold a Fixed-term tenancy you can pass the tenancy to your spouse or civil partner once.

If there is more than one close family member we will decide who should succeed. However, if your home is much larger than your family member needs, we will ask them to take a tenancy on a smaller property.

Succession is normally only given on the death of a tenant but we will also consider claims for succession if the tenant has left the property. This would usually occur if the tenant has gone into a nursing home or similar.

Please read your tenancy agreement for full details of all your rights.

YOUR RESPONSIBILITIES

The following section provides a summary of your responsibilities as a tenant. Your tenancy agreement gives full details of all the terms and conditions, which also apply to your family and any visitors you have in your home.

You are responsible for:

- Paying your rent and any other charges on time;
- Telling us when you are going to be away from home for more than three months;
- Reporting faults and repairs that are our responsibility to carry out as soon as possible;
- Allowing us, or our contractors, access to your home;
YOUR TENANCY

- Treating the property as your main or only home;
- Not harassing any neighbour or other tenant;
- Not behaving in an abusive, threatening or aggressive way to any member of our staff, contractor or other person(s) we have asked to visit your home;
- Not using your home to operate a business, unless we have given you our permission;
- Not allowing your home to become overcrowded;
- The behaviour of other household members and any visitors to the property.

LOOKING AFTER YOUR HOME

You are responsible for:

- Reporting repairs to us on 0300 555 0500;
- Internal decorations;
- Minor repairs (see our Repairs and maintenance leaflet for more details);
- Your garden, including hedges and trees. Please check if there is a Tree Preservation Order (TPO) with your local authority;
- Keeping your home and garden tidy and in good condition;
- Your own belongings and arranging contents insurance.

BEING A RESPECTFUL NEIGHBOUR

Antisocial behaviour ranges from serious acts of violence and harassment to noisy pets or overgrown gardens. We are not responsible for the behaviour of tenants but will take action against those causing the nuisance. Please ensure that you, your children and your visitors do not cause a nuisance or annoy your neighbours. This includes:

- Not playing loud music or making excessive noise;
- Not parking a vehicle in a way that affects other people or obstructs access to other homes;
Not working on any vehicle if the work will cause a nuisance to others;

Not using your home for illegal or immoral purposes, such as the use or sale of drugs or for any other criminal activity;

Not storing fuel, oil or other materials that could catch fire in your home or outbuildings;

Not installing or using gas, oil or paraffin heaters that have no external flues;

Not keeping any pet that may cause a nuisance to others;

Not doing anything that could interfere with your neighbours’ right to privacy;

Disposing of rubbish in a responsible and appropriate way.

LIVING IN AN APARTMENT

If you live in an apartment and share communal areas with neighbours, you share the responsibility to keep any access or corridor outside your home clean and free from obstruction. This means not obstructing any passage or lift with vehicles, prams, goods or anything else. Dogs must not foul in communal gardens and should always be kept on a lead. We work with contractors who clean communal areas on our behalf.

For more information about maintaining communal areas please contact our Quality of Life team on 0300 555 0500.

PAYING YOUR RENT

Your rent and any other charges must be paid in advance by Monday each week for 48 weeks of the year. The remaining weeks of the year are called ‘rent-free’ weeks. Two rent-free weeks usually occur over the Christmas period and two at the end of March.

There are a number of ways you can pay:

- Direct debit, contact us on 0300 555 0500 for advice;
- Cash, debit card or cheque at any Post Office;
- Cash or debit card at any Paypoint outlet;
Debit or credit card over the telephone – call 0300 555 0500;

By the Allpay App on your smartphone;

Using our secure website www.chp.org.uk – click on ‘Make a payment’;

Standing order, contact your bank for advice;

By direct payment to us from income support or jobseeker’s allowance.

If you choose to pay by any method other than direct debit, you can request a rent payment card from us. You will need this card to pay at the Post Office, Pay Point outlet or our website. Payments made using your rent payment card can take up to five working days to reach us so should be made at least five days before the due date.

SERVICE CHARGES

Service charges are based on the actual cost of providing extra services such as cutting grass and cleaning shared facilities and areas. We will tell you at least one month in advance of any changes to your service charge.

BREACHING YOUR TENANCY

If you do not keep to your responsibilities and breach the terms and conditions of your tenancy agreement we will take legal action and ask a court to grant us a Possession Order to take back the property.

We do not want this to happen and will give you support to help prevent this – please contact us to discuss any difficulties you may be experiencing.

KEEPING YOUR HOME SECURE

We strongly advise you to take sensible precautions to keep you, your family and any visitors safe and secure. A few simple safety and security measures to protect you and your home include:

- Asking for identification from anyone that comes to the door. Do not let them in unless you know them or have seen their identification;
INSURING YOUR BELONGINGS

We strongly advise you to take out contents insurance to cover theft or damage to your personal belongings, carpets, furniture and other contents and decorations. We have arranged contents insurance with a leading insurance company at a discounted rate for our tenants.

For more information contact Crystal Insurance on 0345 450 7286.

ENDING YOUR TENANCY

You must give us at least four weeks written notice if you intend to move out. You will be asked to complete a Termination of Tenancy form and provide a forwarding address.

When you leave your home you are responsible for:

- Clearing your home including any loft spaces, gardens, sheds and garages;
- Removing and disposing of floor coverings unless they are in good condition and we have given permission (following an inspection) that you can leave them;
Correcting any damage. For example, filling in holes in walls where shelves have been;

Leaving decorations, paint and wallpaper in good condition;

Cleaning all surfaces including the bath, toilet, sinks and kitchen units;

Reading any gas, electric and water meters and sending the readings to your suppliers so that they can close your account(s);

Telling your local authority to cancel or re-direct your council tax bill;

Telling your telephone and television services;

Telling the Post Office to re-direct your post;

Paying your rent up to the last day of your tenancy;

Returning all house keys to us.

We will inspect your home and identify anything you need to do before you leave. If you do not meet your responsibilities we will charge you the cost of the work, and for any materials we use.

For further information please ask us for a copy of our Moving out leaflet.

DEATH OF A TENANT

We understand it is a difficult time if you are ending a tenancy due to the death of a relative or friend.

We ask you to do all you can to leave the property in good condition. If you can arrange this, we will aim to reduce the four-week notice period to avoid the full rent charges. Please contact us to make these arrangements.

If the tenant was claiming housing benefit to help pay for the rent, this will stop at the end of the week the death occurred. The full rent is charged until the tenancy is ended. The next of kin will be asked to provide a copy of the death certificate and any charges will be raised against the estate of the deceased tenant.
Please contact us if you would like a copy of this document in large print, on CD or in another language.

Proszę się z nami skontaktować, żeby otrzymać ten dokument w wersji dużym drukiem, na płycie CD lub w innym języku. (Polish)

倘若您需要本擋以大字體、音頻格式(CD)或另外一種語言提供、請聯絡我們。(Cantonese)

Bu belgeyi büyük boyutlu baskı olarak, CD ortamında veya başka bir dilde edinmek istiyorsanız lütfen bizimle irtibata geçin. (Turkish)

Kreipkitės į mus, jei norėtumėte gauti šio dokumento kopiją stambiu šriftu, jo garso įrašą kompaktiniame diske arba jei norėtumėte jį gauti kita kalba. (Lithuanian)

IF YOU HAVE ANY QUERIES PLEASE CONTACT US:

Tel 0300 555 0500
Text relay 18001 0300 555 0500
Email enquiries@chp.org.uk
Write to Myriad House,
33 Springfield Lyons Approach,
Chelmsford, CM2 5LB