

### **LEGAL ACTION TO REPOSSESS YOUR HOME**

If you continue to breach your tenancy agreement after a Notice of Seeking Possession is served, we will apply to the Court for a possession hearing to present our case. We can do this after 28 days. This is the next step towards ending your tenancy.

When a date for the hearing is set, you will have the opportunity to come to the court to make your case. We will ask for one of two orders to be granted:

- Suspended Possession Order which does not come into force as long as you keep to any agreement made in court (to make regular payments to clear rent arrears, for example) or
- An Outright Possession Order which will bring the tenancy to an end, usually in 28 days.

### **ENDING YOUR TENANCY**

If you want to give up your tenancy, you must do the following:

- You must give us at least four weeks written notice
- You must pay rent until the four weeks notice runs out
- You must return all the keys to your home on the date your tenancy ends
- You must leave your home clean and tidy
- You must leave all fixtures and fittings e.g. doors and kitchen units in place
- You must have the water, electricity and gas meters read by the appropriate company
- You must take all your belongings with you

- You must give us an address where we can contact you
- You must get your phone cut off
- You must pay all of your bills

If you damage your home we will charge you for any repairs we have to carry out as a result.

### **THE INFORMATION WE HOLD ABOUT YOU**

We will only ask you for information that we need to know. We will keep any information you give us confidential.

You have the right to see any information we have about you. If you want to see this information you need to give us 40 working days notice. The only information you will not be allowed to see is any letters or documents provided to us in confidence by third parties.

The only people who see the information we have about you are the staff who deal with you. However, we will give the following organisations your name and the dates of your tenancy if they ask

- Council tax departments
- Gas, electricity and water companies
- Social Services
- The Police

We will also give Housing Benefit departments any information they may need to deal with your application for housing benefit if you have agreed.

If you have any queries on the information in this leaflet contact our Contact Centre on 0800 040 7989.

# Your tenancy

## SECURE AND ASSURED TENANCIES

If you became one of our tenants before 15 January 1989 you are a Secure tenant. If you became one of our tenants on or after 15 January 1989 you are an Assured tenant. Your tenancy agreement will tell you whether you are a secure or assured tenant. Your tenancy agreement is a legal contract between the Association and you.

## RIGHTS AND RESPONSIBILITIES

### *YOUR RESPONSIBILITIES*

- You must use the property as your only or main home
- You must not sublet the whole of the property
- You must pay the rent weekly or monthly in advance depending on your tenancy agreement
- You must not use the property for any illegal or immoral purpose
- You must not cause or allow members of your household or invited visitors to cause nuisance or annoyance to neighbours or other tenants of the Association
- You must not commit, or allow members of your household or invited visitors to commit, any form of harassment
- You must not cause or allow members of your household to cause offence to the Association's staff, or other tenants
- You must not make noise that causes a nuisance or annoyance to neighbours
- You must keep under control any animals kept at your home and obtain written consent before keeping a dog, or any other animal which might cause a nuisance to neighbours
- You must not park a motor vehicle in any communal area unless you have been allocated a parking space or garage
- You must not erect a TV aerial or satellite dish without written permission
- You must keep the interior of your home in good and clean order, and decorate as and when necessary
- You must not carry out a business from your home without our written permission
- You must make good any damage to your home
- You must report to the Association any disrepair or defect which the Association is responsible for
- You must allow the Association's contractors, or employees into your home to carry out repairs or inspection.



(The Association will normally give at least 24 hours notice, but immediate access may be required in an emergency)

- You must not cause overcrowding in your home
- You must not abuse, assault or injure any employees of the Association
- You must give the Association at least four weeks notice in writing when you wish to end your tenancy
- You must leave the property vacant and in good order, and return the keys at the end of the tenancy. The Association accepts no responsibility for anything left in the property after the end of the tenancy.

#### **YOUR RIGHTS**

- As long as you comply with the terms of your tenancy agreement, you have the right to occupy your home without interruption or interference from the Association
- You can continue to live in your home as long as it is your only home. The Association can only end your tenancy by obtaining a court order when you have breached one of the grounds listed in your tenancy agreement. The Association will give you not less than four week's notice in writing of its intention to obtain a possession order.
- You have succession rights as stated in your tenancy agreement
- You have the right to exchange your tenancy by assignment with that of another tenant or a registered housing association or local authority, subject to the prior written consent of the Association, this is called a mutual exchange
- You have the right to make improvements to your home, provided

that you first obtain written consent of the Association

- You have the right to repairs which are the Association's responsibility
- You have the right to information from the Association about the terms of your tenancy
- You have the right to be consulted when the Association is considering making changes in relation to housing management or maintenance, which are likely to have a substantial effect on you
- You may have the right to acquire your home.

#### **LODGERS AND SUBLETTING**

A Lodger is someone who pays rent, eats a meal with you, and shares your home. All tenants have the right to take in lodgers but,

- You must tell us if you take in a lodger
- You must not take in a lodger if doing so will make your home overcrowded. You must notify the housing benefit department as it may affect your housing benefit entitlement.
- A lodger has no right to stay in your home if the tenancy comes to an end. We have no responsibility to rehouse them.

A sub-tenant is someone who pays you rent but lives separately from the rest of your household. You must not sub let the whole of your home as this is a serious breach of your tenancy agreement.

- You can only sub-let part of your home if we give you permission.

Origin will take legal action against a tenant who has moved out of their home and lets it to someone else. If you hear of this happening please

let your Neighbourhood Officer/Area Housing Manager know immediately or telephone anonymously on 020 7209 9333.

### **PASSING ON YOUR TENANCY – SUCCESSION**

There are only certain circumstances when you can pass on your tenancy to someone else.

These are:

- If you die – your husband, wife, or live-in partner may succeed to your tenancy
- A close relative, such as a child, sister or brother, or joint tenant, may succeed to your tenancy, but they must have lived with you for a minimum of 12 months. They may be required to move to a smaller home if they do not need the size of home you occupy.

This is called the Right to Succession. The tenancy can only be passed on once in this way.

### **DISCRETIONARY SUCCESSION**

The law gives only one right of succession (i.e. the tenancy can only be passed on once). However the Association may allow one further discretionary succession to a member of the family who has been living with the tenant for at least 12 months before the death.

Succession claims must be made in writing within one month of the death of the tenant.

### **TRANSFERRING YOUR TENANCY – ASSIGNMENT**

‘Assignment’ is when you transfer your tenancy to someone else in the following circumstances:

- You have a relevant court order, for example, as a result of divorce

- You are exchanging your home under a mutual exchange with another Origin tenant, other housing association or council tenant. Both landlords’ permissions are required.

### **WHAT COULD LEAD YOU TO LOSE YOUR HOME?**

All Origin tenants have security of tenure that means that your right to retain possession of your home is protected by law. As long as your home is your only principle residence, and you abide by the terms of your tenancy agreement, we cannot regain possession of your home without a court order. The only exception is where we need to carry out major works.

The conditions of your tenancy agreement mean that you must pay your rent regularly, not damage your home nor illegally sublet it, and not cause nuisance or harass your neighbours.

If your home ceases to be your main home or you breach any of the conditions of your tenancy agreement; the Association will serve you with a Notice of Seeking Possession. This is the first step towards repossessing your home. We may first ask you to put right the breach of tenancy and will only take legal action if you fail to do this or if the breach of tenancy is serious.

If the matters are not put right we may ask the court for permission to evict you.

If we evict you, anyone staying in your home will also have to move out.

What will happen if we take legal action to take back your home?

We will first give you a Notice of Seeking Possession. The notice will explain why we want to evict you and tell you when we will be able to apply to the Court for a hearing.