

Your tenancy

Tenancy Agreement

This Tenancy Agreement is between

NEWLON HOUSING TRUST (The Trust) of Newlon House, 4 Daneland Walk, Hale Village, which is a registered provider of housing under the Housing & Regeneration Act 2015

and (insert name) (In the case of Joint Tenancy, the names of all tenants to be entered above. For a leasehold property, the lease applies to each of them and the names of all tenants to be entered above. For a shared ownership property, the full responsibilities and rights set out in the lease apply to each of them and the names of all tenants to be entered above.)

In respect of (insert address) which comprises the full responsibilities and rights set out in the lease

The dwelling is held in trust for the benefit of the charity that is an exempt charity. The subject of this tenancy is held in trust for the benefit of the charity that is an exempt charity.

Details of tenants

Name of each resident below

Name	Relationship	Date of birth
	Tenant	



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About Newlon Housing Trust

- Newlon is a Registered Provider of Social Housing.
- We are a non-profit making organisation.
- We provide homes and housing services to people in housing need.

Newlon Housing Trust is a charitable housing association founded in Hackney in 1968 to provide decent and affordable homes for local people.

Today we provide 8,000 homes in boroughs across north and east London, housing over 20,000 people. We remain as committed as we were in 1968 to supporting the needs of one of the UK's most diverse communities.

We employ more than 150 staff, the majority of whom are based at our head office in Tottenham Hale.

Apart from providing accommodation, Newlon gets involved in other local activities such as the improvement of community facilities and employment initiatives.

- Newlon is overseen by a Board, made up of people with a range of appropriate skills, knowledge and expertise.
- We are entirely separate and independent from any local authority, although most of our new homes are let to people nominated by their council.
- Newlon is registered with the Regulator of Social Housing (RSH), a government body responsible for regulating social housing. They regulate our performance, set a range of standards for our work and monitor our performance. The RSH can take action if we don't perform well.

Where does Newlon get its money?

Our income primarily comes from rents and service charges paid by our residents. Once the cost of managing and maintaining our homes has been met, any surplus money is used for improving them or building new affordable homes.

We also borrow money from banks and building societies and apply for grants from the Greater London Authority, local councils or health authorities to provide more homes and improve old ones.

Can Newlon put rents up?

Your tenancy agreement will explain how much rent you have to pay and how often we can increase it. This legally binds us. We aim to keep all our rents as low as possible while making sure that we get enough money to maintain and improve homes.

Your rights as a tenant

As a tenant of a registered provider of social housing you have a great many rights. These are set out in law, in your tenancy agreement and in the information provided for tenants by the RSH. They include the right to:

- A written tenancy agreement setting out your legal rights and responsibilities as a tenant and Newlon's as your landlord.
- Stay in your home, provided you keep to the terms of your tenancy agreement.
- Pass your home on to your partner when you die.
- In certain circumstances exchange your home with other tenants.
- Take in lodgers, with Newlon's permission.
- Make improvements to your home, providing you get approval from us first.
- Be consulted about changes to services.
- Information about your rights and services.

Assured, Secure and Starter Tenancies

People who were Newlon tenants before 15th January 1989 will have a Secure Tenancy. After this date, most new tenants will have an Assured or a Fixed Term Tenancy. Your tenancy agreement will tell you what type of tenancy you have. In most cases new tenants will be issued with a Starter Tenancy. This will automatically be converted to an Assured Tenancy after one year or a Five Year Fixed Term Tenancy if you have kept to all your tenancy terms during this time.

There are some legal differences between these tenancy types, in particular in relation to your rent or the ending of your tenancy. However, in most respects Newlon has policies which mean that Assured and Secure Tenants are treated in the same way.

Joint or sole tenancy

Sole tenancy

If you are the only named person on the tenancy agreement you are a sole tenant - even if there are other people living with you.

Joint tenancy

If two or more people are named on the tenancy agreement then all those named are joint tenants. This means you are all responsible for tenancy conditions. If one joint tenant does not pay the rent, the others will have to pay the whole amount.

There is no legal right to a joint tenancy and they are granted at Newlon's discretion. We may grant joint tenancies in the following circumstances:

- To married couples (including those in civil partnerships).
- To other couples who have lived together for at least a year and plan to continue to live together permanently.
- To people nominated jointly by their council.

If you want to add someone to your tenancy you will have to end your sole tenancy and get our agreement to create a new joint tenancy. A number of conditions need to be met in order to create a new joint tenancy. Please contact our Service Centre on **020 7613 8080** or email **customerservice@newlon.org.uk** for more advice.

Ending joint tenancies

The law regarding property rights when people split up is complicated. If you want to end a joint tenancy there is no automatic right to a new sole tenancy, even if you were originally a sole tenant in your home. Please speak to the Service Centre for advice on this in the first instance. We also recommend you seek independent legal advice from a solicitor or law centre.

Your right to stay in your home

Provided you keep to the terms of your tenancy agreement, you have the right to stay in your home for as long as you like. The exception is for some of our new, larger homes, where we have issued Fixed Term Tenancies, initially for a five year period. The tenancy will usually be extended if your circumstances have not changed and you have adhered to the terms of the tenancy agreement. We will make it clear when you are signing up for your home if you are being offered a Fixed Term Tenancy.

Even if you break your tenancy agreement, we can only ask you to leave after taking legal action and obtaining a court order.

What happens if you break your tenancy agreement?

Secure and Assured Tenancies

If you break your agreement we will firstly tell you what you are doing wrong and give you a chance to put it right. We will then tell you if we intend to take the matter to court by serving you with a legal notice. Again, this will tell you clearly what you have done that is against your tenancy agreement and what you need to do to put things right. If we take you to court, we have to prove that you are in breach of your tenancy agreement. The circumstances in which the court will give us possession (Grounds for Possession) are available on request. If the court gives us an order to repossess your home, you will normally be given the opportunity to put right what you have done. If you do not do so, then we can ask a court bailiff to evict you. You will be told exactly when this will happen and you have the right of appeal to the court. We always try to avoid eviction. However, you risk losing your home if you do not keep to the terms of your tenancy agreement.

Starter or Fixed Term Tenancies

If you have a Shorthold or Starter Tenancy we will need to go to court to end it, although we will not need to list grounds for possession in the same way.

Will I be able to buy my home?

Some tenants whose properties were previously owned by their local council and later transferred to Newlon have a Preserved Right to Buy. This gives you a right to buy your home and the government currently provides discounts to help you do this. Some tenants in properties built with public money since April 1997 may have the Right to Acquire, which entitles you to a discount to help buy your home, but is not as generous as the Right to Buy scheme. You will be told at the start of your tenancy if you have the Right to Buy or the Right to Acquire your home. Please contact our Service Centre for more information about this.

What about repairs?

Your tenancy agreement will tell you which parts of your home we will repair and which repairs you are responsible for. Our repairs leaflet provides details about the repairs we do and how long it will take for different types of repairs to be carried out. You can also find out more on our website at www.newlon.org.uk.

Your right to consultation

You have the right to be consulted about any changes in the management or maintenance of your home that will have a significant effect on you.

Each year we will give you information about how we have performed as a landlord.

Personal information and data protection

Newlon is committed to managing residents' personal data securely in line with the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018. Information about how we manage and store your data, details of our Data Protection Officer and your rights in relation to any personal data we hold can be found in our privacy notice for residents at www.newlon.org.uk/data-protection. You can email dataprotection@newlon.org.uk if you have any queries.

Can I pass the tenancy on when I die?

If you die while you are a Newlon tenant, a surviving joint tenant will inherit the tenancy. If there is no joint tenant, the tenancy agreement will outline who may be entitled or who can apply for a succession **as long as** they have been living there as their sole **or principle** home.

The law sets out who can succeed, depending on what type of tenancy is involved (e.g. Assured or Secure). In some circumstances Newlon may also be able to grant succession rights, for example to family members who have lived at the same address for more than one year. This may be to another property.

To make a claim for succession a death certificate will need to be provided within one month and you will be asked to complete an application form, as well as providing certain evidence.

For more information on the criteria for succession, or if you want to find out about whether you can succeed to a tenancy, contact our Service Centre on **020 7613 8080** or email customerservice@newlon.org.uk.

Can I pass the tenancy on any other way?

In certain circumstances you may be able to pass your tenancy on to someone else, depending on what your tenancy agreement states. This could include:

- Who should be entitled to succeed after your death.
- With our consent, by exchanging properties with another tenant through a mutual exchange.
- To comply with a court order, for example, following a divorce.

Lodgers

You have the right to take in lodgers, but you must contact us first to ask for permission to do so.

A lodger is someone who lives with you as part of your household, sharing some of your accommodation, such as the bathroom or kitchen. You and they must both have your own bedroom.

We advise you to speak to us before starting the process of taking in a lodger to check that you understand the conditions that apply.

Conditions

You must notify us in writing if you wish to take in a lodger, telling us the name, age and gender of the person and the accommodation they will occupy. Lodgers are not permitted if they will cause overcrowding.

You are responsible for checking that the lodger has the 'right to rent' and is eligible to share your home.

We always advise tenants to take legal advice before taking in a lodger. This is because you will be responsible for resolving any problems that develop. We cannot make a lodger leave without ending your tenancy.

You should also be aware that any benefits you receive could be reduced if you take in a lodger. Failure to inform the Housing Benefit Office, Universal Credit or other benefit agencies could result in action being taken against you for fraud.

Illegal sub-letting

You cannot move out and rent out the whole of your home. If you do, we may take action to repossess your property and neither you nor the person occupying will be able to live there.

What if I need to go away temporarily?

If you are going to be away temporarily, you can leave someone in the property to look after it on your behalf. If you plan to do this, you must tell us how long you will be away for and where we can contact you. We will ask you to sign a flat-sitter's agreement before you go away, this is usually for no more than six months.

If we don't know where you are or if you don't return when you say you will, we may assume that you have abandoned your home and take legal action to repossess the property.

You are still liable for the rent and other tenancy obligations whilst you are away. If rent is not paid or if the person you leave in the property causes nuisance, you could end up losing your home. If the person refuses to leave your home when you return, you are responsible and may have to pay court costs to make them leave.

There is a limit to how many times permission will be given.

Ending your tenancy

If you want to end your tenancy and move out of your home there are a number of steps you need to take. These include:

- Giving us four weeks' notice.
- Leaving your property empty and in good condition.
- Leaving gas and electricity cards in the property, by the meter, and telling your suppliers your last day and final meter reading(s).
- Handing the keys back to us.

You can find our factsheet on what to do when you want to end your tenancy in the residents' section of our website: www.newlon.org.uk/residents.

Contact us

If you have further questions relating to your tenancy you can contact us in any of the following ways:

Call our Service Centre on: **020 7613 8080**

Email us at: customerservice@newlon.org.uk

Write to us at:

Newlon Housing Trust
Newlon House
4 Daneland Walk
London
N17 9FE

If you would like this information in large print, audio, Braille, or an alternative format, please ask a member of staff.

Newlon Housing Trust
Newlon House, 4 Daneland Walk,
Hale Village, London, N17 9FE.
Tel: 020 7613 8080

Phone calls may be recorded for training and quality purposes.

Newlon Housing Trust is a charitable housing association.

This leaflet was correct at the time of printing. Information does change over time. Please check our publications at www.newlon.org.uk/publications/leaflets-brochures/ for the latest version.

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