

Secure Tenants

Most council tenants will be secure tenants unless you have an **introductory tenancy** or **demoted tenancy**. Your landlord must be a public body, so either the local authority (council), a privately registered provider of social housing (PRPSH) / registered social landlord (RSL) (if your tenancy began before 15th January 1989), the Housings and Communities Agency or a housing co-operative.

You will be a secure tenant if;

- the property is your principal home (or that it is one of the joint tenants principle home); and
- your landlord is a public body.

You will not be a secure tenant if you have;

- a demoted tenancy; or
- an introductory tenancy; or
- a family intervention tenancy; or
- you do not have a special type of tenancy which is not secure; or
- a student let; or
- or a business or agricultural let.

Your rights as a tenant

- The right to have certain repairs carried out by the landlord
- The right to be consulted on matters affecting the property / tenancy
- The right to buy the property
- Security of tenure -

You have the right to live in the property indefinitely so long as you do not breach a term of your tenancy. Your landlord will only be able to **evict you** in certain circumstances.

Even if you have kept to the terms of your tenancy agreement the landlord may be able to evict you for other reasons, such as redevelopment. Please read the guide to **repossession in secure (council) tenancies** for more information on eviction.

The Coalition Government has announced plans to end the 'home for life' security on secured tenancies. At this stage we do not know any details of the plans or how they will affect secure tenancies in the future. **You are not currently affected by these plans.**

- The right of succession -

Your widow, widower or a resident member of your family can take over the tenancy upon your death. This can only happen once, for example your widow could succeed the tenancy from you but her children would not be able to succeed the tenancy from her.

NB on or after 3 October 1980, if the tenancy is in joint names and one joint tenant dies, the tenancy automatically transfers into the remaining tenant's sole name. This is automatic succession and the tenancy cannot then be passed on a second time when the surviving tenant dies unless your landlord agrees.

Your successor must have been living in the property for at least 12 months prior to your death (married couples, civil partners and cohabiting partners are exempt).

A spouse or civil partner will have preference over a member of the family who may qualify. Family members are classed as: husbands, wives, civil partners, cohabiting partners, parents, grandparents, children, grandchildren, nieces, nephews, aunts, uncles, blood / half / step brothers and blood / half / step sisters. A family member under the age of 18 may also be eligible to succeed.

- The right to assign the tenancy to someone else -

You can pass on your tenancy to someone else (who would qualify to succeed) during your lifetime.

The tenancy can also be assigned to another party if you exchange properties (details below) or if a Court orders it (for example in a divorce). An assignment must be written as a legal deed and you will need to seek legal advice.

- The right to sublet –

You can sublet part of your accommodation (for example a bedroom) provided that you have the landlord's permission. You cannot lawfully sublet all of your property. Your landlord should allow you to sublet and should not unreasonably refuse you permission.

You may also have additional rights which will be detailed in your tenancy agreement along with your statutory rights (as above).

Your responsibilities as a tenant

As a secured tenant you have the following responsibilities;

- to pay the rent
- look after your property in a 'tenant like way'

- allow the landlord or their agents access to repair the property
- follow the terms within your tenancy agreement, for example,
 - paying for utilities and council tax if you are responsible,
 - respecting your neighbour's right to quiet enjoyment of their homes
 - not keeping pets etc

Ending the tenancy

As a tenant

If you wish to leave your property you must follow the correct procedure by giving formal written notice. You should consult your tenancy agreement for details of what notice you should give. Usually you must give 28 days notice, if your tenancy rent period is longer than one month you should give equal notice, so for example if you pay your rent every 6 weeks you need to provide 6 weeks notice. The notice must expire on the last day of the tenancy.

If you are joint tenants you should consult with the other tenant before serving notice as it will affect both parties and the other party may be forced to leave even if they do not want to.

If you abandon the property you will still be liable for the rent and the landlord could take you to Court to recover rent arrears, any damages and any additional costs.

As a landlord

Your landlord will only be able to evict you in certain circumstances. They must have a ground (reason) to evict you and must apply to the Courts for an order in order to legally remove you from the property.

Please read the guide to [repossession in secured \(council\) tenancies](#) for more information on eviction.

Be aware however, should you, someone you live with or a visitor to the property commit anti social behaviour, your tenancy could be demoted making it a lot easier for the landlord to evict you!

Do I have to leave if notice is served on me?

You do not have to leave if notice is given. Failure to leave will result in your landlord taking the matter to Court to gain a Court order for possession. You will have the opportunity at Court to defend the claim and disprove the landlords ground for possession. Costs may be awarded to your landlord if you are unsuccessful which you will have to pay. If you still do not leave the property after a possession order is granted, bailiffs will be instructed to evict you in addition to any rent you will owe.

Other sources of help and information

Shelter

Shelter is a charity that offers help with housing, mortgage debt or problems with welfare benefits.

Tel: 0808 800 4444

Website: <http://england.shelter.org.uk/>

Citizens Advice Bureau

Citizens Advice Bureau can offer free independent and confidential advice on a range of problems including housing.

Tel: 020 7833 2181

Website: <http://www.citizensadvice.org.uk>

Direct Gov

The Government's own website provides useful information on a whole range of issues.

Website: <http://www.direct.gov.uk>

Glossary

Term	Meaning
Introductory Tenancy	Many Local Authorities offer an introductory period of twelve months to new tenants in order to prevent anti-social behaviour within housing. If the tenant has no problems during the introductory period the tenancy will automatically be converted to a secure tenancy and the tenant will benefit from the same rights other secure tenants enjoy. However, if the tenant participates in antisocial behaviour during the introductory period they will be evicted.
Demoted Tenancy	Your tenancy has been 'demoted' by the local authority for a probationary period of twelve months due to anti-social behaviour. A demoted tenancy is used to create a less secure tenancy for a limited period, allowing the landlord the opportunity to evict tenants should anti-social behaviour continue.