

Secure Tenancies

Your Questions Answered

This leaflet answers a number of questions about your rights and responsibilities as a Secure Tenant. Please see the Tenancy for full details.



What is a secure tenancy?

A tenancy where the landlord is a local authority, such as Solihull Council, is normally a secure tenancy. A secure tenant has additional statutory rights, such as the right to take in a lodger or sub-let, make improvements and the right to buy.

Secure tenants have more rights in comparison to other tenants.

As a secure tenant, you have the right to live in your home as long as you don't break the terms of your tenancy agreement. As long as you live in your property as your only or main home we must have a legal reason (known as a ground) and get a court order if we wish to evict you (this is a last resort). In some cases we may have to offer you a suitable home elsewhere.

The most common reasons for eviction include:

- Not paying the rent
- Causing nuisance to neighbours
- Using the property for illegal activities
- Living in another property and/or subletting your home without our permission.

What rights do I have?

Your rights are set out in your tenancy agreement and include:

The right to exchange your home (with our permission)

For information on swapping your home with another tenant please see our Lets Swap scheme.

We will make a decision based on all the facts within 42 calendar days of getting your application.

The right to be consulted

You have the right to be consulted on housing decisions that affect you. For more information on this and other ways to get involved in the management of your home please contact our Customer Engagement and Information Team on 0121 717 1515.

We will consult you about any major changes in the service you get from us and will normally give you at least 28 days to consider the change. We will take your views into account before making a final decision or any recommendations to the Council if they are your landlord.

The right to repair

You have the right to have some urgent repairs done within target times, if they pose a risk to your health, safety or security. For more information please see our 'repairs' leaflet.

The right to compensation for improvements (when you end your tenancy)

You have the right in some circumstances to get compensation for improvements you make to your home with our permission. For more information please see our 'repairs' leaflet.

The right to take in lodgers

If you have a spare room in your home and wish to take in a lodger, you can do this, as long as you don't illegally overcrowd your home. For more information please see our 'Your rights and responsibilities' leaflet. You don't have to ask our permission. If you get help with your rent it may make a difference to the amount of benefit you get. Please tell the Council's Benefits Office or complete a change of circumstances form available from the Council's website

<http://www.solihull.gov.uk/Resident/benefits/changeincircumstances>.

The right to succession

If you die, your tenancy may pass on to your husband, wife, or civil partner (or someone living with the tenant as their spouse or civil partner), if they were living with you at the time of your death. If you are not married or registered as a civil partner, your partner, another member of your family or a person living with you (e.g. a carer) may be able to take over the tenancy if they have been living with you for at least a year. We call this a 'succession' to your tenancy.

Your tenancy can only pass on once but there is discretion to allow additional successions.

Your successor must contact us so that we can check that the succession is legal and to change the name on the tenancy agreement. It is not possible to have a joint succession (e.g. there can't be a joint tenancy). If your home is not suitable for your successor, we may offer them the tenancy of a different home. This could happen if your home is larger than they need or is suitable for a disabled person and a disabled person will no longer be living there. It would not happen if your spouse or civil partner succeeded. We would not consider such action for other successors until 6 months after your death.

The right to assign (with our consent)

You may be able to pass on ("assign") your tenancy during your lifetime, to any person who would be eligible to succeed to your home if you died.

Your tenancy may also be assigned by a court order as part of divorce proceedings.

The right to sub-let your home

If you want to sublet part of your home to another person, you must get our permission first.

When we receive an application for succession, assignment or subletting we will make a decision based on all the facts within 28 days of receiving your application.

The right to manage

You have the right in certain circumstances to take over the management of your home. This usually involves a group of tenants wishing to take over the management of their building or estate.

The right to buy your home

If you have been a tenant for 5 years or more, you have the Right to Buy your home, unless you:

- have breached a suspended possession order on your home
- are an un-discharged bankrupt or have made a composition or arrangement with your creditors, the terms of which remain unfulfilled; or
- if you live in a sheltered housing scheme, elderly persons accommodation, or a home designed for a disabled person
- if you live in a home that is due to be demolished.

You will also get a discount on the purchase price, depending on the length of your tenancy.

Please see our 'Right to Buy' Leaflet.

What if I am a joint tenant and the other tenant dies or leaves?

When a joint tenant dies the other tenant becomes the tenant not by succession but by 'survivorship' (i.e. he or she was already a joint tenant and becomes a sole tenant simply by having survived the other joint tenant). This is not a succession (see above) but the surviving sole tenant is treated as a successor.

What are my responsibilities as a secure tenant?

Your responsibilities as a secure tenant are set out in your tenancy agreement. In general you must:

- Not cause a nuisance to people living locally or allow others living with you or visiting your home to cause a nuisance, for any reason;
- Pay your rent regularly and on time;
- Not harass any of our employees or anyone acting on our behalf;

- Carry out repairs which are your responsibility and allow our employees or agents access to your home if we need to (e.g. to inspect your home or to carry out repairs);
- Give us four-weeks notice in writing if you want to end your tenancy; and,
- Occupy your home as your only or main residence.

Can I apply for a transfer or a mutual exchange?

Yes. We will only refuse an application for a transfer or a mutual exchange in limited circumstances, such as you not paying your rent or we have obtained a court order.

Contact us for more information.

Can you ask me to leave my home before the fixed term ends?

You have the right to live in your home indefinitely, as long as we don't start legal proceedings to evict you. In most cases we can only evict you by following the correct procedure and getting a court order. We have to give you written notice and in most cases prove a legal reason why you should be evicted before we can get a court order.

The most common reasons for eviction include not paying the rent, causing nuisance to neighbours, using the property for illegal activities such as drug dealing or moving out of your home or renting it to someone else.

As an alternative to a possession order we may ask a court to make a demotion order (see our leaflet on demoted tenancies for more information).

We are here to help you.

As a secure tenant we will give you as much help as you need. If you experience anti-social behaviour or have any other problems we will do our best to help you.

If you have any questions about your tenancy please contact your Tenancy Management Officer. They are here to help you.