



HELP SHEET: YOUR TENANCY AGREEMENT

1. The Tenancy Agreement

Residents who became tenants after 15 January 1989 have an **assured** tenancy agreement. Many of your legal rights are explained within the Housing Act 1988.

Tenancies which began before 15 January 1989 are known as **secure** tenancies. Your legal rights are described in the Housing Act 1985.

Your tenancy agreement is a contract between you and Hanover – it describes what we must do as the landlord and what you must do as the tenant. Although there are differences in some of the legal rights for these two types of tenancy Hanover wherever possible will treat all residents in an equal manner.

In some cases Hanover sells properties on estates which are primarily rented – in these cases we have ensured, wherever possible, that the terms for tenants and homeowners are the same.

2. Signing a tenancy

Your agreement with Hanover is quite a lengthy document which we will send it to you in advance of a sign up. It is important that you read it through and ask for clarification of anything you are unsure about. Before signing up to your new tenancy you should also ensure that you are happy with your new home and the standard within the property.

3. Important Information

a. Termination of your tenancy

Your agreement specifies that you need to provide Hanover with one month's written notice of your wish to end your tenancy.

• Your right to a joint tenancy

Joint tenancies are usually available to; Married couples and civil partners, cohabiting couples, Close relatives, people jointly “nominated” or put forward by the Local Authority. It is important to be aware that if you enter into a joint tenancy with someone that you are jointly and individually responsible

for all aspects of the tenancy (including arrears). If the relationship breaks down we have no powers to change it back to a sole tenancy.

- **The right to take in a lodger/sublet your home**

You must ask us for permission to sublet and we will consider this providing you will not be overcrowding your property.

- **Your obligation to occupy the property as your only home**

Should you obtain additional accommodation which becomes your main residence, we may repossess your Hanover property as it has to be your principal home.

- **Access into your home**

Whilst we will always do our utmost to respect your privacy we might need to enter your home in an emergency or if we need to honour health and safety obligations. We will always try to give you notice where this is needed.

- **Repair Obligations**

Both the landlord obligations to repair and the tenant obligation to report disrepair are recorded within your agreement

- **Pets**

Hanover is positive about pets and your agreement states that you will request consent in advance of keeping a pet which we will consider on a case by case basis.

- **Nuisance and Harassment**

Reasonable behaviour is a condition of any tenancy. The agreement states what action Hanover will take if a tenant is in breach of this clause and is causing nuisance or harassment to others in the building.

- **Succession & Assignment Rights**

Your agreement will describe what rights your relatives have upon your death – in some cases they can take over your tenancy.

In some cases, as a **secure** tenant, you can pass on your tenancy to a close member of your family if they meet our age criteria and they have lived with you for a minimum of 12 months.

- **Rent & Service Charges**

A description of your rent payments and what is included within your service charge is given within your agreement along with a description of how often this will be varied and when.

- **Alterations**

If you wish to make alterations to your property you may do this after consent from Hanover. In some cases you may qualify for compensation for these improvements – this is known as the Right for Compensation and is applied at the end of your tenancy. If you do not wish to wait until this time

we have a co payments policy where Hanover may share the costs of work with you.

- **Variation clauses**

If Hanover wants to change anything in your agreement we have to follow a process which involves clearly explaining why we want to make the changes, allowing you time to comment and give final notice of the changes.

4. Possession

If you are responsible for a serious breach in the conditions of your tenancy Hanover may apply to a Court to repossess your home. In carrying out this action we must;

- Speak to you/advise you about the problem and give you the chance to correct the actions
- Notify you of our intention by providing you with a legal Notice
- Prove to the Court that we have acted reasonably

5. Other information

There is a booklet produced by our Regulator called “A Charter for Housing Association Applicants and Residents” which you can obtain from your estate manager or our Service Centre.