# settle

# A summary of your tenancy Rights

## Assured Tenancy

- You can stay in your home as long as you want to, providing you don't break your agreement.
- You don't have to leave your home unless a Court says you have to.
- You can exchange/swap accommodation with another of our customers or a local authority customer or a customer of another housing association. This is known as a mutual exchange. You must first seek the landlord's written permission before you move. Permissions will be granted unless there is a good reason not to.
- You can make some changes to your home in accordance with our policy, providing you have our agreement in writing before you start the work.
- You can take in lodgers with our permission.
- There are no circumstances by which we would agree to you sub-letting your home
- You may have some additional rights to those above depending on when you were granted a tenancy with us and where you live. Always read your own tenancy agreement to check your Rights. If you still have questions we'll be happy to help. Please call us on 0330 343 0016.

### Successions (Passing on your tenancy):

- When you die, your tenancy will usually pass to the joint tenant (if there is one) unless the tenancy has already been succeeded.
- If there's no joint tenant, your partner or a family member living in your household may sometimes be entitled to the tenancy if they meet certain criteria set out in their tenancy agreement. Please note they may have to move if your home isn't right for them or if it is too large for their needs.
- There can be only be one succession during the lifetime of a tenancy.

### **Assured Shorthold Tenancy**

This is a form of assured tenancy but with less security of tenure. It was introduced by the Housing Act 1988 and has become more widely used; mainly in the private sector. However it can be used by housing associations for circumstances set out in their own Tenancy Policies.

- The tenancy will normally be granted for a period of six months, though it could occasionally be for a longer period in specific circumstances.
- The tenancy can be ended by us serving you with a "Section 21 Notice". It means your tenancy can be ended by us but we are required to give you a minimum notice period of 2 months once the initial 6 month period of the tenancy has lapsed.
- If you have an Assured Shorthold Tenancy there are no circumstances that allow you to swap your home with anyone or give your tenancy to someone else.
- You can't take in lodgers or sublet your home.

- Whilst we are able to end your tenancy more easily if you were to break your agreement with us, we'll always serve you with a Section 21 Notice giving you at least 2 months notice before you have to move.
- You don't have to leave your home unless a Court says you have to.
- You can't add another person to your tenancy.

If you want to know more information about your tenancy, please contact us at customer.service@settlegroup.org.uk or 0330 343 0016