

# Renting and Letting

Rights for landlords and tenants



*Community  
Legal Service*



This leaflet explains how to deal with problems you may have, and your legal rights, if you rent a flat, house or bedsit. If you are a private landlord, it explains your rights and duties to your tenants. The leaflet is divided into sections, depending on the type of tenancy.

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In the tenancy sections, there is information on:

- ending the tenancy and eviction;
- rent and rent increases;
- responsibility for repairs; and
- buying your rented home (for council and housing association tenants).

The leaflets in this series give you an outline of your legal rights. They are not a complete guide to the law and are not intended to be a guide to how the law will apply to you or to any specific situation. The leaflets are regularly updated but the law may have changed since this was printed, so information in it may be incorrect or out of date.

If you have a problem, you will need to get more information or personal advice to work out the best way to solve it. See 'Further help' on page 23 for sources of information and advice.

Whether you are a tenant or a landlord, you may from time to time have problems or disagreements about the property or the rent. This leaflet explains legal rights and responsibilities for both tenants and private landlords.

The law for tenants and landlords is complicated, and your rights will depend on the type of tenancy agreement you have.

This leaflet is divided into sections, according to different types of landlord:

- If you are a private tenant or a landlord, see 'Private tenancies', starting below.
- If you are a council tenant, see page 13.
- If you are a housing association tenant or you rent from a trust or co-operative, see page 17.

### Private tenancies

On the following pages, there are explanations of the law, and how to deal with particular problems that can arise for tenants and landlords. First, you must establish what sort of agreement you are dealing with. Most people have one of four types:

- an 'assured shorthold' tenancy;
- an 'assured' tenancy;

- a 'regulated' (or protected) tenancy; or
- a licence.

If you have a tenancy, the type you have depends largely on when it began.

If the tenancy started on or after 28 February 1997, it is probably an assured shorthold tenancy, unless the landlord has told you in writing that it is an assured tenancy. The tenancy may start either with a fixed term or as a 'periodic' tenancy, running from week to week or from month to month (depending on when rent is paid). Either way, the tenant usually has the right to stay for at least six months.

If the tenancy started between 15 January 1989 and 27 February 1997, it will probably be an assured shorthold tenancy if the landlord made this clear on a special legal form at the beginning. Otherwise, it will be an assured tenancy. The tenancy must have had a fixed term of at least six months to begin with.

Most private tenancies which started before 15 January 1989 are regulated (or protected) tenancies. This type of tenancy has the most protection against rent increases or eviction.

If you are a tenant and you are unsure what type of tenancy you have, check your tenancy agreement. If you don't have one, ask your landlord for a copy.

## People with a licence

Some people who rent privately have a licence rather than a tenancy.

People with a licence (licensees) have less protection than tenants. They include people:

- who live in holiday accommodation or a hostel;
- who are students living in halls of residence;
- whose landlord provides services such as meals or room cleaning;
- whose name isn't on the tenancy agreement (including young people who are still living with their families);
- who live in their home as a condition of their employment; and
- who live in the same building as their landlord and who share living space with the landlord or a member of the landlord's family.

People who don't pay rent are also licensees.

## If a tenant wants to end the tenancy

If a tenant on a periodic tenancy wants to leave, they can do so by giving the landlord notice, usually four weeks. If a fixed-term tenancy has not finished, the landlord can insist that the tenant pays rent until the end of the fixed term.

Some fixed-term tenancies have a 'break clause', which allows a tenant to leave before the fixed term expires.

If there is a joint tenancy, and one tenant wants to leave, the legal situation can be complicated, and the remaining tenants should get advice.

## If a landlord wants to end the tenancy

Most landlords of private tenancies must give written notice if they want a tenancy to end and the tenants to leave, though this does not always apply to licensees. If the tenant does not leave by the end of the notice period, the landlord can start 'possession proceedings' in the county court. The tenant does not have to leave at the end of the notice period, but they may have to pay the landlord's costs of going to court if they don't. If a tenant is likely to become homeless when they leave, they should get advice before leaving. They may not get help with housing from the council if they leave before the landlord gets a court order. The council will take the reason for the eviction into account when deciding whether it will offer help with housing. If the court awards an 'outright possession' order, and the tenant still does not leave, the landlord can ask the court to call in bailiffs to evict them.

If the landlord wants possession because the tenant has not paid their rent, the court may, in some cases, grant:

- a 'suspended order', which allows the tenant to stay in their home as long as they pay off a certain amount each month or week;
- an 'adjournment', where the hearing is put off, as long as the tenant agrees to pay a certain amount; or
- an 'adjournment on terms', where the hearing is put off for a period of time as long as the rent is paid and a certain amount is paid regularly towards the arrears.

### **Assured tenancies**

With an assured tenancy, the landlord must first give the tenant a legal notice, called a 'notice of seeking possession'. If you get a notice like this, you should get advice immediately.

Depending on the reasons ('grounds') for possession, the landlord must give the tenant either two weeks' or two months' notice that they intend to apply for a possession order. But if they are seeking possession because of the tenant's anti-social behaviour, they can start possession proceedings immediately after giving notice.

The tenant may either:

- go to court and argue against the landlord's claim (that is, argue that the landlord doesn't have the right to end the tenancy); or
- wait to see if the court issues a possession order.

The landlord must first prove to the court they have a reason for possession. If the landlord gives certain reasons (known as 'mandatory grounds') the court will automatically grant possession. These include where:

- the tenant is at least two months or eight weeks behind with the rent;
- the landlord used to live in the property (or they now need to) and they made the tenant aware of this at the start of the tenancy;
- the landlord is going to demolish or rebuild the property; or
- the landlord's bank or other mortgage lender is repossessing the property.

Other grounds are 'discretionary'. This means the court will decide whether it is reasonable to grant possession or not. The most common discretionary grounds are that:

- the tenant has missed rent payments, but is not more than two months or eight weeks behind;
- the tenant has damaged the property or broken a term of the tenancy agreement;
- the tenant has been a nuisance to their neighbours; or
- the landlord can prove that the tenant can find somewhere else to live, either from the landlord or from someone else.

If the tenant has missed rent payments, the court may suspend the order so that the tenant can pay off the rent they owe without losing their home. If the landlord offers another place to live, the court must be satisfied that it is suitable for the tenant's needs. This means taking account of:

- where the tenant works;
- where their children go to school; and
- whether they need to live near a family member.

The tenant can dispute the landlord's offer in court if they think it is not suitable. The court would consider that an alternative place to live was not suitable if it had a tenancy which gave the tenant fewer rights than they currently had.

### **Assured shorthold tenancies**

People with assured shorthold tenancies have less protection than assured tenants.

If the landlord wants the tenant to leave within the first six months of the tenancy, they have to show they have a reason to evict the tenant, in the same way they do for an assured tenancy.

If the tenant has had the tenancy for six months or more, the landlord can get a court order without having to prove they have a reason and without having to attend a hearing. This is called the 'accelerated possession' procedure. But to do this, the landlord must give the tenant at least two months' notice in writing that they want possession, and they cannot go to court to get possession until that notice period ends.

As long as the landlord has followed the procedures properly, the court will automatically grant them possession. But the tenant can still ask for a possession order to be delayed for a short time if it would cause them 'exceptional hardship'.

## Regulated tenancies

The landlord must first end the tenancy by giving the tenant a 'notice to quit' (unless an end date was agreed at the start of the tenancy). This must give the tenant at least four weeks' notice and be in a special legal form. The landlord must then apply to the court for a possession order.

As with assured tenancies, there are certain 'mandatory' grounds for which the court will automatically grant possession, as well as 'discretionary' grounds for which the court must decide whether it is reasonable to evict the tenant (see 'Assured tenancies' on page 5). Many of the grounds that can be used are similar to those for assured tenancies, but there are some differences.

## Licencees

Licencees have fewer rights than tenants (see 'People with a licence' on page 4 for more about who is a licensee). In some types of agreement (licence), the landlord may need to give the licensee only 'reasonable' notice that they want them to leave, which might not need to be in writing. Otherwise, they need to give at least four weeks' written notice on a special legal form, or wait for the agreed fixed

term of the licence to end. After this, the landlord has to get a court order to evict the tenant.

Licencees and their landlords should get advice about how the agreement can be ended. Where a possession order is needed, the courts will automatically agree to it, but this could delay the eviction by up to six weeks.

For licencees entitled only to 'reasonable' notice, there are no set rules about what is 'reasonable'. However, if a written agreement says how much notice the landlord has to give, this will be the minimum amount.

If you are a licensee whose home is provided as part of your job, your right to live there will probably end when your job does.

## If the landlord gets a possession order

If the court grants the landlord 'outright possession', the possession order will set a date for the tenant to leave. Once the date of the order has passed, the landlord can apply for a warrant if the tenant has not left. If this is granted, the court will tell the bailiffs to evict the tenant. The landlord has the right to claim payment for the time the tenant continues to live in the property.

If you are a tenant and you receive a bailiff's warrant, you should get advice immediately. You may still be able to stop the eviction by getting the court to 'suspend' the warrant. But you must have a good reason and show you have a realistic plan to pay off any rent you owe.

### **Harassment and illegal eviction by a landlord**

It is generally illegal for a landlord to evict a tenant without a court order. This includes, for example, changing locks while the tenant is out. In a few situations the tenant doesn't have this protection. The most common is where they share the living space with their landlord.

If you are a tenant who is being harassed, or you are facing illegal eviction by a private landlord, contact the tenancy relations officer at your local council (or the council officers who deal with harassment and illegal eviction). The council officer should try to stop the harassment and persuade the landlord to let you back into your home. If this fails, they can prosecute the landlord, although this happens only in extreme cases.

Tenants can also take action in court themselves, though they would need expert legal help to do this. You can apply for an injunction to stop the landlord harassing you or to let you return to your home. You should also be able to claim compensation. If the case is urgent, you can get an emergency injunction before there is a fuller court hearing.

The Protection from Harassment Act 1997 also offers protection against harassment by any person – including a landlord, even where they are not necessarily trying to evict a tenant.

### **Deposits**

A landlord will normally ask for a deposit from the tenant before they move in. Both the landlord and the tenant should make sure that the tenancy agreement states:

- how much the deposit is;
- who holds it;
- when money can be deducted from it (for example, for unpaid rent or damage to the property); and
- when the tenant will get the money back.

If, when the tenant leaves, they don't get their deposit back, and there is not a good reason for this, they can claim against the landlord through

the courts as a 'small claim'. This is a simpler, quicker and less expensive way of using the courts than a full hearing, but can be used only for claims up to £5,000. You can get forms and more details from your local county court, Citizens Advice Bureau or legal advice centre, or from the court service website (see 'Further help' on page 23).

### **Rent increases**

A landlord's right to increase rent depends on the type of tenancy.

### **Assured tenancies**

People with assured tenancies can sometimes challenge a rent increase. If the tenancy is for a fixed term, the rent is normally agreed at the start and cannot change during that term. The only exception to this is if the tenancy agreement includes a rent review or increase arrangement (or if the tenant agrees to an increase).

With a periodic tenancy (one which runs from week to week or from month to month, depending on when the rent is paid), the rent can go up in the first year only if the tenancy agreement allows for this.

After a year, the landlord can increase the rent by giving at least one month's notice on a special form. If the tenant thinks the new rent is

too high, they can contact their local Rent Assessment Committee (RAC). RACs are independent bodies which deal with rent issues. Your local RAC will be listed in the phone book. RACs can set the rent according to what is charged elsewhere in the area. They can uphold the landlord's rent demand (or even increase it) as well as reduce it. The rent fixed by the RAC is the maximum the landlord can charge for one year.

### **Assured shorthold tenancies**

The landlord's right to increase rent on assured shorthold tenancies is the same as for assured tenancies. A tenant can apply to an RAC at the start of a tenancy if they think the rent is excessive.

If your tenancy started between 15 January 1989 and 28 February 1997, you can challenge the rent any time during the initial fixed term. If your tenancy started after 28 February 1997, you can challenge the rent within six months of the start of the tenancy. But it may be risky to do this, as the landlord can legally evict you at the end of the tenancy period. If you have an assured shorthold tenancy, you need to get advice before you challenge any rent increase.

At the end of the fixed term, the landlord may offer another fixed term at a higher rent. If the tenant signs a new agreement, they cannot then apply to the RAC to set the rent.

### **Regulated tenancies**

Tenants and landlords with regulated tenancies can apply to the Rent Service to set a 'fair rent' (the Rent Service number is in the phone book). The Rent Service can put the rent up as well as down. If the fair rent is lower than the tenant has been paying, the tenant may be able to get back up to two years' overpaid rent. If the fair rent is higher than the tenant has been paying, the landlord must give notice before they can start charging the higher rent.

A fair rent is set for two years, but the tenant or the landlord can appeal to the RAC. It may either increase or decrease the rent set by the Rent Service. After two years, or if there has been a significant change in the property's condition, the landlord or the tenant can apply for a new fair rent.

### **Other private renting arrangements**

For other types of tenancy (often where the landlord lives with the tenant) the landlord can charge any rent they wish. Unless there is a written agreement saying how and when rent may be increased, the only option for the tenant is to negotiate with the landlord – or leave.

### **Responsibility for repairs**

Many written tenancy agreements say which repairs the landlord must do and which ones the tenant must do. If the agreement is for less than seven years, the Landlord and Tenant Act of 1985 means there are certain things that all landlords must keep in good repair, whether or not there is a written agreement. These are:

- the structure and outside of the property;
- water, gas, electricity and drainage installations; and
- heating and hot water systems.

Landlords must also maintain gas flues and appliances belonging to them, and get them tested every year by a Council for Registered Gas Installers (Corgi) gas fitter. They must also give the tenant a copy of the safety certificate.

In furnished flats and houses, upholstery and soft furnishings must meet fire regulations.

For tenancies that started on or after 15 January 1989, the landlord must also keep the common areas (shared stairways, hallways and lifts, for example) in good repair. In a block of flats, they must do necessary work on any empty flats they own (for example, to prevent leaking pipes affecting flats below).

If your tenancy started before 15 January 1989, the situation is more complicated. Your landlord's responsibilities will depend on whether your contract says you are responsible for common areas. If your tenancy started before this date you should get advice.

'Keep in repair' includes doing repairs which were already needed when the tenancy started, and not just problems that have arisen since. The landlord must also 'make good' or redecorate when a repair is finished. As long as the landlord gives notice, they normally have the right to come into the tenant's home to check its condition and do any repairs that are needed. They should give notice of at least 24 hours in writing, except in an emergency.

Legally, repair is not the same as renewal or improvement of a property. If you're not sure whether something counts as a repair, a housing aid centre or other advice centre should be able to help you.

### Getting repairs done

The tenant (or tenants' association) should tell the landlord about things that need repairing as soon as possible. It is best to do this in writing and keep copies of the letters.

If the repairs aren't done, the tenant should get advice from a Citizens Advice Bureau or housing advice centre. This is because, depending on the type of tenancy, the landlord could try to:

- evict the tenant at the end of the tenancy period rather than do the repairs (assured shorthold tenants and licensees could be at risk of this); or
- increase the rent when repairs have been done (this could affect regulated tenants).

In many situations, though, it is still worth taking action. If the tenant has told the landlord about repairs and they are not done in a reasonable time, or not done properly, the tenant can make a claim in the county court. You should get expert advice before doing this (see 'Further help' on page 23 for where to find help). The court can order the landlord to do the repairs. It can also award the tenant compensation for distress and inconvenience.

A quicker option may be to get an injunction from the courts, which forces a landlord to do the repairs (again, you will need advice before doing this). This may be combined with a claim for compensation. Whatever happens, you should never stop paying rent, as this could give the landlord a reason to evict you.

If a tenant has to move out while major repair work is done, they may be able to claim the cost of somewhere else to stay. But you should get advice before doing this, because even a temporary move could mean losing some rights as a tenant.

If you stay while the work is done, you may be able to claim compensation from the landlord for discomfort and inconvenience.

### **If the house or flat is unsafe**

If a home is not 'fit for human habitation' (its condition is seriously affecting the health or safety of the tenants) or if it needs other kinds of major repairs, the tenant should contact the local council's environmental health officer. The council can order the landlord to do the repairs. If they don't do them within a reasonable time, the council can:

- take the landlord to court; or
- do the work itself and get the cost back from the landlord.

If the condition of the house or flat is affecting a tenant's health, and the local council won't do anything, the tenant can get the magistrates' court to force the landlord to fix the property (under the Environmental Protection Act 1990). You will need expert advice to do this.

### **If the tenant arranges their own repairs**

If the landlord won't do minor repairs, a tenant can get the work done themselves. You can take the cost of the repairs out of your rent. But you must get advice first, because you must follow a special procedure, as follows:

1. Write to the landlord explaining that you are going to do the work yourself if the landlord doesn't do it within a reasonable time (two weeks, for example).
2. If the work is not done in this time, get three quotes for the work.
3. Send the quotes to the landlord with a letter explaining that you will go ahead with the cheapest quote unless the landlord arranges for the repairs to be done within a certain time (two weeks, for example).
4. If the work is not done in this time, arrange for the work to be done by the company or tradesperson who provided the cheapest quote.
5. Pay for the work and send a copy of the receipt to the landlord.
6. Ask the landlord to refund the money.
7. If the landlord does not refund the money, write to them explaining that you are going to take the money from future rent payments.

If you don't follow this procedure, you may still be liable to pay all the rent. And people with assured shorthold tenancies can still be evicted for not paying all their rent even if they have followed the procedure.

## **Making improvements to the house or flat**

Private tenants can make improvements to their home only if the landlord has given their written agreement first. Tenants cannot claim back the money they've spent, but the landlord cannot put up the rent because of improvements made by the tenant.

## **Council tenancies**

If you live in a self-contained council house or flat and are the person named on the tenancy agreement or rent book, you are probably what's called a 'secure' tenant. The main exceptions to this are as follows.

- People who have introductory tenancies, which some councils give new tenants for one year. Introductory tenants who do not stick to the terms of the tenancy agreement can be evicted very easily (see 'If the council wants you to leave' on page 14). After a year, if possession proceedings have not been started, introductory tenancies automatically become secure tenancies.

- People housed because they were homeless (instead of being given a home through the waiting list). But if you were housed before 1 April 1997, the situation is not so clear, and you should get advice.
- People living in accommodation that is tied to their job because they work for the council.
- Students living in designated student lets.
- People who have been given a 'demoted tenancy'. This could happen if someone in your household behaves antisocially, causes a nuisance or uses your home for illegal activities (such as drug dealing). Tenancies like this are normally demoted for at least a year and give you fewer rights than a secure tenancy, so it is easier for the council to evict you if it wants to. If there are no problems during a demoted tenancy, you should go back to being a secure tenant.

If you are not sure whether you are a secure tenant or not, you should get advice.

People in council hostels or temporary accommodation are generally classed as licensees rather than tenants and have fewer rights (see 'People with a licence' on page 4).

### **If you want to end the tenancy**

If you want to leave your council house or flat, you can do so by giving notice, usually of four weeks. If you have a joint tenancy, and one tenant wants to leave, the legal situation can be complicated, and you should get advice.

### **If the council wants you to leave**

In most cases the council must be able to prove there is a good reason to ask you to leave. Council tenants have fairly strong rights, but you should always get advice if you are threatened with eviction.

Normally the council must serve notice to end a tenancy. If you do not leave by the end of the notice period, the council can start possession proceedings in court. You will normally get at least four weeks' notice that the council is applying to court, unless the council wants you to leave because you have been a nuisance to your neighbours.

If the court awards an outright possession order, and you still do not leave, the council can ask the court to call in bailiffs to evict you.

Instead of outright possession, the court may grant one of two types of order:

- An adjournment, which is when the hearing is put back to give you time to prepare your case. An 'adjournment on terms' is when the court delays the hearing for a fixed period or even indefinitely as long as you pay the rent and pay a regular amount towards the arrears.
- A suspended order, which is when you are allowed to stay in your home as long as you stick to certain conditions, such as paying off a certain amount of arrears each month or week or not causing a nuisance to neighbours.

As with private tenancies, some of the reasons for possession are 'discretionary', so the court will have to decide whether evicting you would be reasonable (see 'If a landlord wants to end the tenancy' on page 4). In other cases, the court must grant possession if the council can prove its reason for wanting this, and show that it can find you somewhere else suitable to live. Some of these other reasons are complicated, and you should get advice.

The council may also be able to evict you if your husband or wife or partner has been forced to leave the home because of violence or threat of violence by you, and is unlikely to return.

### **Introductory council tenancies**

If the council wants to evict you from an introductory tenancy, it must tell you at least four weeks beforehand. It must write to you, giving its reasons and allowing you 14 days to ask for a review. If you don't ask for a review the court will automatically grant a possession order. It is very important to get advice and ask for a review as soon as you are threatened with eviction.

### **Rent increases**

If the council wants to increase your rent, it will usually give you notice in writing. If you pay rent weekly, you should be given at least four weeks' notice. Council rent increases are very difficult to challenge in the courts.

### **Responsibility for repairs**

You should tell the council about things that need repair as soon as possible. It is best to do this in writing and keep copies of letters. Some councils have their own guidelines on how long it should take to do a repair, depending on how urgent it is.

If minor repairs are not done within a reasonable time, you should be able to claim compensation of up to £50. For bigger problems, you have many of the same legal options as private tenants (see 'Responsibility for repairs' on page 10). The main difference compared with private tenants is that you can't get the council to take action against itself, as the landlord, to get repairs done.

If the poor state of your home is affecting your health, or your home is unfit to live in and the council won't fix it, you could take a complaint to the magistrates' court under the Environmental Protection Act 1990 or the Housing Act 1985. But you will need expert advice before doing this.

You could also try putting pressure on the council through a tenants' association or your local councillor. Tenants' associations may have the right to take over the job of looking after their homes from the council under the 'right to manage' scheme. You can get information about this from:

- the Office of the Deputy Prime Minister (in England); or
- the National Assembly for Wales (in Wales).

See 'Further help' on page 23, for details.

As a council tenant, you may be able to get compensation from the council for certain improvements you have made to your home.

You will have fewer rights to repairs if you are in temporary council accommodation and the property is due for renovation or demolition.

### **Buying your rented home**

If you have a secure tenancy, you will generally have the right to buy:

- the freehold, if you live in a house; or
- a 125-year lease, if you live in a flat.

To claim this right you must have lived in a public-sector home (for example, a council or housing association home) for at least two years.

The cost of buying your home will be the market value, but with a discount based on the area you live in and how long you have lived in public-sector housing. The local council will say what it thinks is the market value. If you disagree with this, you can appeal to the District Valuer. If you sell your home within three years, you will have to repay some or all of the discount. But even within the three years you can pass it on or leave it to certain family members without anyone having to repay any money.

In some rural areas, there are special rules on who you can sell property to.

You can get more details of right-to-buy schemes from your council.

The government is planning to change some of the right-to-buy rules. It is likely that only tenants who have lived in public-sector housing for at least five years will be eligible, and that people will have to repay part of the discount they receive if they sell their homes within five years.

### **Complaining about your council**

If you have a problem with your council and it hasn't dealt with your complaint properly, you can take your case to the Local Government Ombudsman (see 'Further help' on page 23).

### **Housing association tenancies**

In recent years, many council homes have been transferred to housing associations. As well as housing associations, there are other bodies providing 'social housing', such as housing trusts and co-operatives. Those that are registered with the Housing Corporation (in England) or National Assembly for Wales are called 'registered social landlords' (RSLs). As with council or private landlords, there are different types of tenancy.

- If your tenancy began (or you were transferred from a local council) before 15 January 1989, you probably have a 'secure' tenancy, similar to most council tenancies.
- If your tenancy began on or after 15 January 1989, you probably have an 'assured' or 'assured shorthold' tenancy, similar to those with private landlords. These may be for fixed terms (of, for example, six months) or 'periodic' (running from week to week or from month to month).

With other kinds of social housing provider, such as a trust or co-operative, you won't automatically have a secure tenancy. You need to check the terms of your agreement. You should get advice if you are not sure whether you have a secure tenancy or not.

### **If you want to end the tenancy**

If you want to leave your house or flat, you can do so by giving notice, usually of four weeks. If you are still in a fixed term in the tenancy, your landlord can insist that you pay rent until the end of the fixed term.

Some fixed tenancies have a 'break clause', which allows you to leave before the fixed term expires. If you have a joint tenancy, and one tenant wants to leave, the legal situation can be complicated, and you should get advice.

### **If the landlord wants to end the tenancy**

In most cases, the housing association or other landlord must serve notice on you to end a tenancy. If you don't leave by the end of the notice period, the landlord can start 'possession proceedings'. If the court awards an outright possession order, and you still won't leave, the landlord can ask the court to call in bailiffs to evict you.

Instead of outright possession, the court may grant one of two types of order:

- An adjournment, which is when the hearing is put back to give you time to prepare your case. An 'adjournment on terms' is when the court delays the hearing for a fixed period or even indefinitely as long as you pay the rent and a regular amount towards the arrears.

- A suspended order, which is when you are allowed to stay in your home as long as you stick to certain conditions, such as paying off a certain amount of arrears each month or week or not causing a nuisance to neighbours.

If you have an assured or assured shorthold tenancy, your rights as a tenant are broadly the same as for a private tenant of the same type (for more information, see page 9). However, many housing associations give their tenants extra rights. If you have a secure tenancy, your rights are the same as for a secure council tenant (see page 13).

### **Rent increases**

Housing association and 'registered social landlord' tenancies which started before 15 January 1989 are protected by 'fair rent' controls, which means the landlord has to apply for a rent to be fixed by the Rent Service. But if you think your rent is too high, you can make your case to the Rent Service (see 'Further help' on page 23).

For assured and assured shorthold tenancies, there is little legal control over rent levels. Your rights are the same as for the same types of tenancy with a private landlord (see 'Rent increases' on page 9).

In many areas, housing association rents are lower than market rents and so can be difficult to challenge.

### **Responsibility for repairs**

You generally have the same rights and means for getting repairs done as a private tenant does. This includes the right to take civil action or to get an injunction in court or to get your local council involved if your house or flat is unfit to live in (see 'Responsibility for repairs' on page 10). If repairs are not done by a housing association or registered social landlord after a reasonable time, you could also use the landlord's complaints procedure (see 'Complaining about your landlord' right).

### **Buying your rented home**

Some housing association tenants have the right to buy their home. Most secure tenants, and people whose homes have transferred from the council to a housing association since they moved in, have the right to buy. This works in the same way as the right to buy for a secure council tenant (see page 16).

Other tenants may be able to buy through the 'right to acquire' scheme. This is similar to the right to buy, but discounts are usually lower and fewer properties qualify.

The housing association can give you information about the right to buy, the right to acquire and any other home-ownership schemes that may be available.

### **Complaining about your landlord**

Your rights and responsibilities as a housing association or registered social landlord tenant are set out in the Housing Corporation charter. You can get a copy from your landlord if you don't already have one.

If you have a complaint, you should first take it up with the housing association or registered social landlord using its complaints procedure. If you are unhappy with its response, you should contact the Housing Ombudsman Service (see 'Further help' on page 23).

### **Other issues**

#### **Bedsits and hostels**

Some types of rented accommodation are called 'houses in multiple occupation' (HMOs), including most:

- houses split into bedsits;
- houseshares where everyone has a separate tenancy or licence agreement;
- hostels; and
- bed and breakfasts.

Local councils operate HMO registration schemes, and enforce regulations covering things like fire precautions and fire escapes, and toilets, washing and kitchen facilities.

If you live in an HMO and you have a problem, contact the environmental health officer at the local council, who can order the landlord to make repairs or improve vital facilities.

### **Relationship breakdown**

If your relationship with your spouse or partner breaks down, your options are determined by whose name or names are on the tenancy agreement, and whether you are married. For more information, see the Community Legal Service Direct leaflet 'Divorce and Separation'.

### **Passing on a tenancy**

An assured or assured shorthold tenancy cannot be passed on ('assigned') to someone else, unless the landlord agrees to it. Secure tenancies can usually only be assigned to someone who would have the right to take it over after you die. However, you can swap your tenancy with another secure tenant (called a transfer).

Regulated tenancies can also be passed on, but the rules depend on whether the tenancy is 'contractual' or 'statutory'.

Always get advice before assigning your home to someone else. If you don't follow the right procedure, you and the person you assign your home to could both be evicted.

### **Passing on a tenancy when someone dies**

If a tenant dies, another member of the family may be able to take over the tenancy (called 'succession'). With a periodic assured or assured shorthold tenancy, the tenancy automatically passes to the tenant's husband or wife or partner, if they were living with the tenant before they died. If there is no husband or wife or partner, the tenancy may be passed to someone else if this is mentioned in the will of the person who has died. However, with a periodic assured tenancy, the landlord has the right to get possession of the property (and therefore evict the tenant) if they apply to do so within 12 months of the original tenant dying.

With a secure tenancy, the tenancy passes to the husband or wife or partner or, if they didn't have one, to any member of the family who has lived with the tenant for at least a year before they died. When this type of tenancy is passed on, that person may have to move to a different property if the council or registered social landlord says the house or flat is larger than they need. There can be only one succession, which means the tenancy will end when the person who succeeded the original tenant dies.

If you have a regulated tenancy and you are concerned about what happens if your husband or wife or other close relative dies, you should seek advice, because the situation is more complicated.

### Letting to someone else

Tenants are usually allowed to let a room in their home to a lodger:

- unless the tenancy agreement specifically says they can't; and
- as long as the arrangement doesn't give the lodger sole rights to any part of the property.

The lodger would be classed as a licensee (see 'Licensees' on page 7). But if the tenant creates a tenancy with the person, which would give that person sole rights to part of the home, this is called sub-letting, and would need the landlord's permission. Most tenants are not allowed to sublet the whole of their home. If they do this, they could be evicted.

### Problems with neighbours

If you are constantly disturbed by noisy neighbours, you should contact the environmental health officer at your local council. They can serve an 'abatement' notice or, in some cases, take away equipment (such as a stereo system). Or you can go to the county court to get an injunction to stop the noise. These procedures may also be used for some other kinds of nuisance.

In cases of harassment or anti-social behaviour by other tenants, you should tell your council or landlord. Some councils have mediation schemes to sort out disputes between neighbours. If the problem is serious, the landlord may take out an injunction to get the offenders to stop, or to evict them.

Some councils and registered social landlords have their own policies to protect tenants who may be harassed because of their race or sex or if they are gay.

### **If you can't afford your rent**

If you have a low income, you may be able to get housing benefit through your local council to help you pay your rent. Your savings, as well as your income, will be used to work out whether you can get benefit, and if so, how much.

Most people who can claim housing benefit can also claim Council Tax Benefit. Contact the Department for Work and Pensions, your local council or your local Citizens Advice Bureau for more information about housing benefit and how to apply for it. For more information about claiming benefits generally and your rights to benefits, see the Community Legal Service Direct leaflet 'Welfare Benefits'.

If you are behind with your rent, and having problems with debt, see the Community Legal Service Direct leaflet, 'Dealing with Debt'.

## Further help

### Community Legal Service Direct

A free, easy-to-use service to help you solve your legal problems.

Call: 0845 345 4 345

to speak to a qualified legal adviser about Welfare Benefits, Debt or Education or find local advice services for other problems.

Log on at: [www.clsdirect.org.uk](http://www.clsdirect.org.uk) to search for a quality local legal adviser or solicitor or find links to other sources of online information and help.

### Shelter

Shelterline: 0808 800 4444

Advice and information line  
[www.shelter.org.uk](http://www.shelter.org.uk)

Shelter also has a network of local Housing Aid Centres in England and works closely with partners in Wales (Shelter Cymru).

In England phone: 020 7505 4699

In Wales phone Shelter Cymru: 01792 469 400  
[www.sheltercymru.org.uk](http://www.sheltercymru.org.uk)

### Department for Work and Pensions

phone: 020 7712 2171

[www.dwp.gov.uk](http://www.dwp.gov.uk)

### The Housing Corporation (England)

phone: 0845 230 7000

[www.housingcorp.gov.uk](http://www.housingcorp.gov.uk)

### Housing Directorate at the National Assembly for Wales

phone: 029 20 825111

[www.housing.wales.gov.uk](http://www.housing.wales.gov.uk)

### Housing Ombudsman Service

phone: 020 7836 3630

[www.ihos.org.uk](http://www.ihos.org.uk)

### Local Government Ombudsman

phone: 0845 602 1983

[www.lgo.org.uk](http://www.lgo.org.uk)

### Office of the Deputy Prime Minister (ODPM)

For free housing information leaflets

phone ODPM Free Literature: 0870 1226 236

[www.housing.odpm.gov.uk](http://www.housing.odpm.gov.uk)

### Residential Property Tribunal Service

An organisation which covers rent assessment committees and the Rent Service

phone: 0845 600 3178

[www.rpts.gov.uk](http://www.rpts.gov.uk)

### District Valuer

To find your local District Valuer

[www.voa.gov.uk/dv\\_services/](http://www.voa.gov.uk/dv_services/)

phone: 020 7506 1700

## The Community Legal Service

The Community Legal Service has been set up to help you find the right legal information and advice to solve your problems.

You can get help through a national network of organisations including Citizens Advice Bureaux, Law Centres, many independent advice centres and thousands of high street solicitors. All of these services meet quality standards set by the Legal Services Commission. Look for the Community Legal Service logo, shown below.

Many of the organisations offer some or all of their services for free. If you cannot afford to pay for advice you may be eligible for financial support through the Community Legal Service Fund (Legal Aid). You can order leaflets about funding from the LSC Leaflet line on 0845 3000 343. You can also use a Legal Aid eligibility calculator on the CLS Direct website at [www.clsdirect.org.uk](http://www.clsdirect.org.uk)

*Community  
Legal Service*



## The Legal Services Commission (LSC)

The Community Legal Service and the Community Legal Service Fund are managed by the Legal Services Commission. To find out more about us visit our website at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) or find the details for your local Legal Services Commission office in the phone book.

legal services

COMMISSION

The leaflets are also available online at: [www.clsdirect.org.uk](http://www.clsdirect.org.uk)

- 1 Dealing with Debt
- 2 Employment
- 3 Divorce and Separation
- 4 Renting and Letting**
- 5 Buying and Selling Property
- 6 Losing your Home
- 7 The Human Rights Act
- 8 Claiming Asylum
- 9 Welfare Benefits
- 10 Wills and Probate
- 11 Dealing with the Police
- 12 No-win, No-fee Actions
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- 14 Medical Accidents
- 15 Equal Opportunities
- 16 Racial Discrimination
- 17 Personal Injury
- 18 Rights for Disabled People
- 19 Community Care
- 20 Education
- 21 Immigration and Nationality
- 22 Mental Health
- 23 Alternatives to Court
- 24 Family Mediation

The leaflets are also available in Welsh, Braille and Audio

To order any of these leaflets contact the LSC leaflet line on **0845 3000 343** or email [LSCleafletline@stivesdirect.com](mailto:LSCleafletline@stivesdirect.com) or Fax 01732 860 270



This leaflet is published by the Legal Services Commission (LSC). It was written in association with Shelter

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