

# A guide to your affordable rent tenancy

for tenants of homes let under the Affordable Rent scheme



# About your tenancy

## Your starter tenancy

- You have initially signed up to a starter tenancy, which will normally run for a period of 12 months before we consider granting a new fixed-term tenancy.
- If we feel it is necessary it can run for up to 18 months.
- It is designed to ensure that you are right for the property.
- After six months, you can end the tenancy at any time by giving us four full weeks' notice.
- All being well, at the end of your starter tenancy we will offer you a new fixed-term affordable rent tenancy. You can accept or decline this offer.
- Please note that during your starter tenancy there are important tenancy restrictions. Some examples are that you must not assign or sub-let part of your property, take in a lodger or carry out a mutual exchange.
- In situations where you have breached the terms of your tenancy agreement, we will notify you of the issues and what you must do to put things right.
- Where these issues are either serious, persistent or repetitive then we may decide to end your tenancy at any time by serving a two-month notice on you.
- The most common sorts of things that might cause us to terminate your tenancy are failing to pay your rent, sub-letting, damaging our property or causing nuisance or anti-social behaviour. But any breach of tenancy will be a concern to us.
- There is an appeals process if you think that we have not been fair in handling your case.
- If we terminate your tenancy, then it is unlikely that a court will reject our request to evict you and you will lose your home. Obviously, if this happens, we will not offer you a fixed-term affordable rent tenancy.



- More information can be found in the Quick Guide, 'Starter Tenancies', available from our website at [www.shgroup.org.uk](http://www.shgroup.org.uk) or from the Customer Service Centre.

## Your fixed-term affordable rent tenancy

- Towards the end of your starter tenancy, if you have not breached the terms of the agreement, our Housing Management team will make an appointment with you to offer you a new, affordable rent, fixed-term tenancy.
- The fixed term will usually be five years' duration, but never less than two years. If it is less than five years, we will explain the reason for this at the time.
- If you choose to decline the tenancy we offer, then we will serve two months' notice on you to terminate your tenancy. You may alternatively serve four weeks' notice on us to end it sooner.
- If you accept the new terms, your affordable rent tenancy will follow on immediately from the starter tenancy.

- Your affordable rent tenancy is designed to give you 'flexible security of tenure'. By this we mean that you can bring your tenancy to an end at any time by giving us four weeks' notice. However, if you continue to use the property as your main or only home, we may only end your tenancy during the fixed term by getting a court order for possession on one of the grounds stated in the tenancy agreement.

### When your fixed-term affordable rent tenancy comes to an end

- Before the end of your five-year tenancy, you will be reassessed to check you still meet the qualifying criteria for your home and that you have not broken the terms of your tenancy agreement. We will check that the property is still suitable for you and that it is not over-

crowded or under-occupied. We will also outline any other housing options you may have, such as shared ownership. In addition, we will inspect your home to check its condition and the condition of the landlord's fixtures and fittings provided at the start of your tenancy. Following the reassessment, we will provide you with a six-month 'minded to' notice, which will let you know whether you will be offered another fixed-term affordable rent tenancy, or whether you will be given notice of our intention not to renew your tenancy because you no longer meet the qualifying criteria or you have broken the terms of the agreement.

- If we propose to renew your tenancy, then we will confirm the number of years for the new fixed term, recalculate the rent based on the current rent for similar properties in the area, and ask you to sign a new affordable rent tenancy agreement.

## Rent, deposits and admin fees

### About the admin fees

- You have paid a non-refundable admin fee. This means that if we have reason to decline or withdraw any offer of tenancy to you, or if you decline to take the tenancy, then these fees will not be refunded to you.
- You will not have to pay any further admin fees if and when your starter tenancy is converted into a fixed-term tenancy. But the Group reserves the right to charge additional admin fees as part of the process for the grant of any subsequent fixed-term tenancies.

### About your deposit

- You have paid a deposit equivalent to one month's rent and it is registered with a government-approved Tenancy Deposit Scheme.
- This deposit may be carried over to any new tenancy we grant you, until such time as your tenancy of the property finally comes to an end.

- Your deposit is protected under the terms of the Tenancy Deposit Scheme, which will ensure it is returned to you in full at the end of your tenancy, unless we have proven that we are entitled to claim some or all of it.
- At the end of your tenancy, we will seek to recover from you the cost of making good, repairing or replacing anything damaged or missing in the property. We will also recover any other outstanding debt owed to us by you at that time, including rent arrears. This may involve, but not be limited to, recovering these sums from your deposit by making a claim against your deposit.
- At the end of your tenancy it is very important that you stay in contact with us to negotiate a satisfactory settlement. A professional inventory taken at the start and end of your tenancy will be used as evidence if there is a dispute about the condition of the property.
- Ultimately, we may also take legal action for recovery of any outstanding sums due, which may result in county court judgements being made against you.

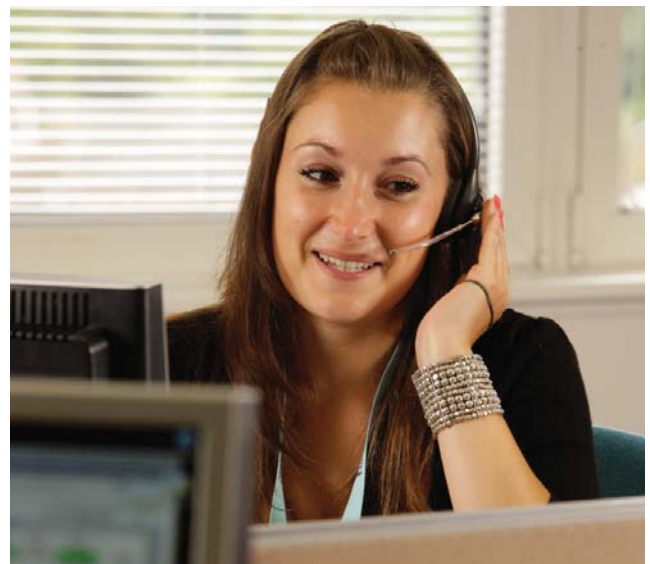


## About the rent and other charges

- Your rent is set at the start of your tenancy.
- We aim to set rents at between 60% to 80% of the market rent for the local area, and the size and type of property you live in.
- The basic rent you pay includes the cost of providing any communal services relating to your home, such as communal cleaning, gardening and lighting.
- Your basic rent will not include any utility or personal costs for the home you live in – such as heating, hot water, gas, electricity, mains water or council tax, even if these services are provided through communal facilities. If these services are provided through communal facilities, we will make an additional charge.
- Each year, during any tenancy, your basic rent will be reviewed and may increase. We currently review affordable rents in January, so any tenancy that starts before December will have its rent reviewed within the first 12 months at that review, and then each year from then on.
- We comply with the government's regulatory guidance on rent reviews for this tenure. Currently, the government allows us to increase the rent using the previous September's retail price index (RPI) figure plus 0.5%. The retail price index reflects rises in the cost of living.
- The rent set for your property is not negotiable.

## Paying your rent

- Your rent must be paid in advance before the Monday it is due, for the month or four-week period ahead, depending on how you receive your income.
- At the start of your tenancy, you agree to set up a direct debit for this payment and we request that you maintain this arrangement.
- If this is not possible, you can also :
  - change the date of your existing direct debit
  - pay us by phone, using a credit or debit card
  - arrange to have your housing benefit paid direct to us.
- Alternatively, using a 'PayMate' card, available from us, you can pay your rent:
  - over the internet using a credit or debit card
  - at an 'AllPay' or 'Paypoint' facility in local shops
  - by cheque or cash at the Post Office.
- If you find yourself experiencing difficulties paying your rent, please contact us immediately. It is always important to act quickly to help prevent your debts becoming too big for you to manage. We will always provide help and advice, including referring you to independent advice services. We can also assist you if you need to claim housing benefit.



- We always try hard to find a solution rather than evicting tenants for rent arrears. But, ultimately, if you fall behind with your rent and you fail to take adequate steps to resolve the situation, then we may take action to end your tenancy.



# Important things to know about

## Looking after your new home

- Your home is let to you in good decorative and repair order.
- An independent company has provided an inventory report on the condition of your home, accurately recording its condition and details of landlord fixtures and fittings. It is included as a supplement to your tenancy agreement.
- It is important that you keep in good condition any fixtures, floor coverings, curtains or blinds, appliances and other fittings provided by us as part of your tenancy.
- At the end of your tenancy, once you have moved out, the inventory company will carry out a final inventory and report on the condition of your home.

## Reporting repairs

- It is important that you report repairs to us promptly, using the numbers provided on the 'Contact us' information card.
- For emergencies, our repairs contractors will respond within 24 hours. For all other repairs, they will respond as soon as possible and at a time that suits you.

## Allowing our staff and repair contractors access to your home

- You must allow our staff and contractors access to your property to inspect it, to do any repairs, safety checks of gas appliances or to investigate a serious breach of your tenancy agreement.
- We will normally give you a minimum of 48 hours' notice in writing that access is required, but we reserve the right to obtain immediate access in an emergency.
- If, having been provided with 48 hours' notice, you do not make suitable arrangements to allow access, we will charge you any reasonable additional costs we incur in completing any repairs, servicing or inspection.
- Where we consider it necessary, we will use legal action to gain access through injunction or possession proceedings.

## Your responsibilities

### Taking good care of your home

- You must not cause, or let anyone who lives in or visits your home cause, damage to the property or to any of the common parts, or to any furniture or fittings provided as part of your tenancy.

### Your belongings

- We strongly recommend that you arrange insurance for your belongings, so they are covered. As your landlord, we are responsible for insuring the building only. We do not insure your furniture, any fixtures you have had fitted, or personal possessions. It is your responsibility to take out contents insurance to cover you for accidental or negligent damage caused by yourself or by third parties (such as a water leak from another property), including to our fixtures and fittings.
- We have arranged a household contents scheme for our residents at favourable rates. To find out more, call JLT Insurance Brokers on 0845 337 2463. Alternatively, you may, of course, choose your own insurer.

### Alterations and improvements

- You must not make any alterations or additions to the property without first obtaining our written consent. Any changes made without our written consent are likely to be noted on the final inventory and incur chargeable works to make good at the end of the tenancy.
- With regard to decorating, the Group will insist the property is returned to us in the condition it was let to you, including the same colour scheme and paint finishes. If, however, you wish to change this, then you must gain written approval, which may include agreement to return the colour scheme back to the original version before the end of the tenancy.

### Assignment

- You must not pass your tenancy to another person.

## Overcrowding or under-occupation

- You must not allow your property to become overcrowded. It is important that you notify us if someone moves in with you on a permanent basis, or if there is any other change to your household.
- If your home is larger than your current household needs, then you should be aware that this may affect the level of benefit you are entitled to claim for your housing costs. It may also be taken into consideration when the Group considers whether to renew your tenancy.

## Lodgers

- You must not take in a lodger without first obtaining our prior written consent, which we will not unreasonably withhold during your fixed-term tenancy. Lodgers are usually paying or non-paying guests who are not members of your household. They do not have occupation rights and should not be treated as sub-tenants.

## Sub-letting

- You must not sub-let the whole or part of the property.

## Aerials and satellite dishes

- You must not put up any satellite dish, TV aerial, CB aerial or similar apparatus, without first obtaining our written consent. We do not usually agree to satellite dishes, if you live in a block of flats, or in buildings where there are other legal or planning restrictions on their use.



## Pets

- You must not keep any dog or other animal (other than small birds in a small cage or fish in a small aquarium), without first obtaining our written consent and you must keep any such animal under proper control. We do not usually consent to dogs, cats or other animals in flats, other than in exceptional circumstances, strictly in accordance with our policy.
- We may withdraw our permission for you to keep an animal if we believe that the animal may be causing a nuisance or annoyance to neighbours and people visiting, or may be damaging the property.

## Anti-social behaviour

- You must not cause anti-social behaviour, or let anyone who lives in or visits the property do so, or do anything which is likely to cause a nuisance or annoyance to your neighbours.
- We will take prompt action against anyone who is found to be causing anti-social behaviour.

## Harassment

- You must not cause harassment, or to let anyone who lives in or visits your home do so, or do anything which is likely to cause harassment or interfere with the way of life of your neighbours, or the Group's staff or agents.

## Domestic violence

- We take a very strong stance against domestic violence and will take prompt action against anyone found guilty of such behaviour.

## Important rights you have

### Mutual exchanges

- Once your affordable rent tenancy starts (after you successfully complete your initial starter tenancy), you have the right to carry out a mutual exchange with another tenant of another public landlord.
- Before you carry out an exchange both you and the tenant you wish to exchange with must obtain the formal written approval of both Southern Housing Group and the other tenant's landlord.
- Where both landlords give their consent there are also very specific rules about the way in which the exchange will take effect, the type of tenancy and the type of rent you will pay with the other landlord. This will be explained further as part of any application.

### Joint tenants

- If you hold a joint tenancy and one joint tenant wishes to be removed from the tenancy, the Group will not approve this request.
- Any joint tenant can bring the tenancy to end by serving the four-week notice to terminate the whole tenancy. In this instance, the remaining resident will be assessed for eligibility and, if they are eligible, a new sole tenancy may be offered at a newly recalculated rent (based on the same percentage of the current market

rent as we initially let the property to you). If the remaining resident is not eligible, no new tenancy will be offered and the remaining tenant will have to leave the property.

- Alternatively, tenants should seek legal advice to gain a court order for assignment.
- Sole tenants cannot apply for another person to be added as a joint tenant until the end of the fixed-term tenancy, at which point both residents will be reassessed to check they meet the qualifying criteria for the tenancy and are suitable for the property.

### Succession

- If you were to die whilst holding a Southern Housing Group tenancy, your tenancy would pass to your joint tenant, spouse, civil partner, or someone living with you as a spouse or civil partner, for the remaining period of the tenancy.
- Your tenancy cannot be passed to anyone else upon your death.

### Keeping you informed

- We will keep you informed about any changes to our policies or services that are likely to affect you.
- We would like you to have a say in how we provide services. More details are available in our 'Active Residents' Guide', available online at [www.shgroup.org.uk](http://www.shgroup.org.uk), or from our advisors in the Customer Service Centre.

### Complaints

- We aim to deliver services to a good standard and fully meet our obligations under your tenancy agreement. However, if we fail to do so, we will deal fairly and reasonably with any complaint we receive.
- If you wish to make a complaint, please contact the Customer Service Centre, or visit our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

### Moving on

#### Finding a new home

- Each year we build new homes in London and the South, which we sell on a part-buy, part-rent, basis to help people get a foot on the property ladder. Details of the shared ownership homes we have for sale can be found online at [www.shgroup.org.uk](http://www.shgroup.org.uk)

- If at any time you wish to take up a new tenancy elsewhere, then you will need to bring your tenancy to an end in accordance with the tenancy agreement. If you are considering another Affordable Rent or Intermediate Market Rent property with Southern Housing Group, then please discuss this with us first.
- It is Group policy not to offer or arrange direct transfers from Affordable Rent tenancies to any other Group rented properties. The Group will only consider applications made through appropriate external routes. Contact us for further advice on housing options in your area.



### Ending your tenancy

- If you wish to end your tenancy, you must give us at least four full weeks' notice in writing before you want the tenancy to end, or to pay us four weeks' rent instead of such notice.
- Before your tenancy ends, it is important that you accept our request to carry out a pre-moving-out visit. This will help ensure that any avoidable issues do not become a dispute between us at the end of the tenancy. This will also speed up the process for deposit repayment.
- Your rent and any other charges must be paid up to date before you leave the property.

### Moving out

- When you move out, you must remove all of your furniture, personal possessions and rubbish, and leave the property and its fixtures and fittings in good and clean condition (fair wear and tear excepted).
- We are not responsible for anything you leave at the property when you move out, and we will charge you for the cost of removing or storing any of your belongings, or changing locks.
- We will reclaim the costs we incur as a result of a breach by you of your obligations under your tenancy agreement, as well as any other outstanding debt owed to us at the end of your tenancy. This may involve, but not be limited to, recovering these costs from your deposit.

For help with translations, or if a large type, Braille or taped summary would be useful, contact the Service Centre.

<b>Arabic</b>	لتلقي المساعدة في الحصول على نسخ مترجمة أو إذا كان من المفيد بالنسبة لكم تلقي نسخ مطبوعة بطباعة مكبرة، أو بطريقة برايل للمكفوفين، أو مسجلة كملخصات على شريط تسجيل صوتي، فيرجى الاتصال بمركز الخدمة .Service Centre
<b>Bengali</b>	অনুবাদে সাহায্য পেতে হলে অথবা বড় অক্ষর, ব্রেইল অথবা টেপে রেকর্ডকৃত সারসংক্ষেপ শুনতে চাইলে সার্ভিস সেন্টারকে 0300 303 1682 নাম্বারে ফোন করুন।
<b>French</b>	Contactez le Centre de services pour obtenir de l'aide sur les traductions, ou si un résumé en gros caractères, en Braille ou enregistré s'avère nécessaire.
<b>Somali</b>	Si lagaaga caawiyo turjumista ama haddii aad jeclaan lahayd farta waaweyn, farta indhoolayaasha (Braille) ama warbixin kooban oo cajilad ku duuban, la xiriir Xarunta Adeegga.
<b>Spanish</b>	Si necesita traducciones o resúmenes en letra grande, Braille o casete, póngase en contacto con el Centro de Servicios.
<b>Turkish</b>	Tercüme konusunda yardım için, veya iri puntolu, Braille körler alfabesi ile yazılmış ya da ses kaydı olarak bir özet isterseniz, 0300 303 1683'ten Hizmet Merkezi'ni arayın.

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of people and places

