



May 2008

Key Points:

- Replaces previous version dated: May 2007

Tenants' rights

This factsheet is aimed at people aged 60 and over.

This factsheet describes the situation in England and Wales. Readers in Northern Ireland and Scotland should contact their respective national Age Concern offices for information specific to where they live.

Contact details for other national Age Concerns are:

The Scottish Helpline for Older People – Age Concern

Scotland, tel: 0845 125 9732 (local call rates) Monday to Friday, 10am – 4pm; website: www.olderpeoplescotland.co.uk;

Age Concern Cymru,

tel: 029 2043 1555 (national call rate); website: www.accymru.org.uk;

Age Concern Northern Ireland,

tel: 028 9032 5055 (national call rate), Monday - Friday, 10am - 12pm and 2pm - 4pm, website: www.ageconcernni.org.

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If you are a tenant you have certain legal rights. They will include your right to keep your home (security of tenure), how much rent your landlord can charge you, your right to repairs and others such as right of succession. The rights you have will depend on what sort of tenancy agreement you have.

Please note that same sex partners who register a civil partnership are treated in the same way as married couples. Same sex partners who do not register but are living together as if they were civil partners will be treated in the same way as opposite sex unmarried couples who are living together as husband and wife. For more information see Age Concern England Information Sheet (IS/8), *Planning for later life as a lesbian, gay man or bisexual person*.

1. Types of tenancies

1.1 Are you a tenant or a licensee?

Most people who live in rented accommodation will be tenants but some may be licensees. Tenants usually have more rights than licensees. The distinction between the two is not clear and not defined in the law. Seek advice if you are not sure if you are a tenant or licensee (see Section 8).

Most people who rent accommodation and have exclusive possession will be tenants. Exclusive possession means that you do not share your home with anyone else, except members of your family or household. You can be a tenant if you have exclusive possession of just one room and you share a kitchen or bathroom with other people. You will not usually be a tenant if your landlord or someone working for your landlord needs to come into your home or your room to provide you with services. These services might include care services or carrying out cleaning, changing linen etc. For this reason people in care homes are usually licensees. Most people who live in sheltered housing will be tenants.

If you are a licensee then you will only have limited security of tenure. In some cases, your landlord can ask you to leave at any time by giving you 'reasonable' notice verbally or in writing. Otherwise, the landlord must give you proper notice and get a court order before evicting you (see Section 2).

1.2 Private tenants

As a private tenant, you will probably have one of three main types of tenancy:

- Regulated (protected) tenancy - most private tenants who have been living in their home since before 15 January 1989;
- Assured tenancy - private tenants who moved into their homes after 15 January 1989;
- Assured shorthold tenancy - private tenants who moved into their homes after 15 January 1989 and who were given a specific notice when they moved in saying that their tenancy would be an assured shorthold tenancy; and all new private tenancies which started on or after 28 February 1997 unless they specifically say otherwise.

There are some special types of tenancy where you may have less security (see Section 2.4). If you are not sure what sort of tenancy you have, seek advice (see Section 8).

1.3 Council and Housing Association tenants

Most people who live in the public housing sector will have one of the three types of tenancies:

- Secure tenancy - most housing association tenants who moved in before 15 January 1989 and almost all council tenants;
- Assured tenancy - housing association tenants who moved into their homes after 15 January 1989;
- Assured shorthold tenancies - a few housing association tenants may have this type of tenancy. If you have, your tenancy agreement will say so.

Some council and housing association tenants may be on introductory tenancies which have limited security of tenure (see Section 2.4 for details). If you are not sure what sort of tenancy you have, seek advice (See Section 8).

2. Your rights to keep your home

As a tenant, you can usually only be evicted by your landlord if your landlord gets a possession order from the court. To get a possession order the landlord must first give you a notice in the correct form for the type of tenancy you have. It must include your name and address and your landlord's name and address. It must also give full details of any ground for possession which the landlord is claiming in asking you to leave. The notice must also give you a length of time before the landlord will apply to court. For some grounds this must be at least two months from the date when you receive the notice; for others only two weeks or less.

If you get a notice asking you to leave, seek advice immediately (see Section 8).

In most cases there must be a court hearing before your landlord can be given a court order to evict you. In certain very limited cases there are fast track procedures which mean that there may not have to be a court hearing. These can include assured shorthold tenancies where the first six months (or fixed term if longer) has come to an end. The court will still have to consider the case and will look at all relevant papers.

If you are a council or housing association tenant (except for some of the special cases outlined in Section 2.4), there must be a court hearing before your landlord can be given a court order to evict you.

The law says that for most tenancies the court can only give a possession order for certain specific reasons, or grounds. Some grounds are mandatory which means that the court must give possession if the ground applies. Other grounds for possession are discretionary. This means that the court may grant a possession order but only if the landlord can prove the case and the court thinks that it is reasonable to grant an order. The grounds for possession are different for different types of tenancy (see below). Some of them are complicated and very specific to certain circumstances.

In this factsheet we cover the main grounds for possession. For further information about possession grounds contact your local advice centre (see Section 8).

Even if your case comes to court this does not automatically mean you will be evicted. If your landlord is trying to evict you on a discretionary ground, the court must be convinced that it is reasonable for you to have to leave your home. If you owe rent for example, the court may say that you should not be evicted as long as you agree to pay back what you owe gradually by paying a certain amount each week or month.

If you have been asked to leave your home by your spouse or civil partner or partner, you may have rights to stay there temporarily or permanently. This may be the case even if she or he is the legal owner of the house or the tenancy agreement is only in her or his name. Get advice immediately (see section 8).

2.1 Grounds for possession for private tenants

Regulated (protected) tenants

The main mandatory grounds include:

- the landlord is letting out his/her own home or a home s/he intends to retire to and now wants to live there;
- the property was intended for a member of the clergy or if it was previously occupied by a farm manager, widow or widower and has been temporarily let out to an ordinary tenant;
- the landlord is a member of the armed forces and intends to live there after discharge.

Discretionary grounds include:

- not paying your rent;
- breaking a condition of your tenancy agreement;
- damaging or neglecting the property or furniture;
- causing a nuisance or annoyance;
- renting out the property to someone else without the landlord's permission;
- the landlord needs the property for him/herself or for certain members of the family;
- the tenant was a former employee of the landlord and the property is needed for a new employee;

- there is suitable alternative accommodation available for you (see Section 2.5).

Assured tenants

The main mandatory grounds include:

- the landlord has previously lived in the property or intends to do so and they have made the tenant aware of this before the tenancy started;
- the mortgage lender is repossessing the property. This ground can only be used in certain circumstances; seek further advice;
- the landlord intends to demolish or carry out substantial work to the property;
- more than eight weeks (or two months) rent arrears, both when the landlord gave the notice and when the case comes to court.

Discretionary grounds include:

- the landlord can show that suitable, alternative accommodation is available to you (see Section 2.5);
- some rent arrears (but less than eight weeks);
- persistent delays in rent payment;
- breaking a condition of your tenancy agreement;
- damaging or neglecting the property or furniture;
- causing a nuisance or annoyance to neighbours or other people living in or visiting the area;
- where the home is occupied by a married couple or civil partners or partners and one has left the property because of violence or threats of violence against them by the other and is not going to return (this ground can be only used by registered social landlords or charitable housing trusts, it cannot be used by ordinary private landlords).

Assured shorthold tenancies

During the first six months (or fixed term if longer) of the assured shorthold tenancies, the grounds for possession are the same as for assured tenancies.

After the first six months (or at the end of fixed term if longer), the landlord can get the court order without having to give a reason. But she/he must give the tenant at least two months' notice in writing and they cannot go to court to get possession order until the notice period expires.

2.2 Grounds for possession for Council tenants

Secure tenants

Discretionary grounds include:

- not paying your rent;
- breaking a condition of your tenancy agreement;
- damaging or neglecting the property or furniture provided by your landlord;
- causing a nuisance or annoyance to neighbours or other people living in or visiting the area;
- where the home is occupied by a married couple, or civil partners or partners and one has left the property because of violence or threats of violence against them by the other and is not going to return;
- you got your tenancy by giving false information to the landlord.

There are also some grounds which are discretionary and where the landlord must also show that it can provide you with suitable alternative accommodation (see Section 2.5). These include:

- the home is specifically designed or adapted for someone with a physical disability and there is no-one with that disability living there;
- the property is intended for someone with certain special needs and there is no longer anyone with these needs living there;
- the previous tenant has died and the home is larger than the person who has taken over the tenancy needs; (see Section 6.2).

Mandatory grounds include:

- your home is illegally overcrowded;
- your landlord needs the property empty to carry out work on it or demolish it.

If the landlord is seeking possession on the above grounds he must also prove that suitable alternative accommodation is available for you (see Section 2.5).

2.3 Grounds for possession for Housing Association tenants

If your tenancy began before 15 January 1989 the grounds for possession will be the same as for secure council tenants (see Section 2.2).

If your tenancy began on or after 15 January 1989 the grounds for possession will be the same as for assured private tenants (see Section 2.1).

2.4 Special cases

Tied accommodation

This is where you rent accommodation which is linked to your job. If, for example, you are a resident caretaker or manager and you have to live in certain accommodation in order to carry out your job properly, you may not have the same security of tenure as other tenants. If you are in these circumstances you should seek further advice.

Introductory tenancies

Some local councils make all new tenants introductory tenants for the first 12 months. Councils can extend introductory tenancies by up to 6 months in order to tackle anti-social behaviour. It is very easy to evict an introductory tenant. The council must serve notice on a tenant giving its reasons and allowing the tenant 14 days to ask for an internal review. If it decides to go ahead with the eviction, it must tell the tenant why and go to court for an order, which the court must grant. If you are an introductory tenant and are served with a notice you, seek advice immediately.

Demoted tenancies

Demoted tenancies are similar in nature to introductory tenancies, but different in that, they can be brought in at any time during tenancies. Social landlords can apply to court for a demotion order if a tenant, or another resident of, or visitor to a tenant's home, has used the premises for illegal purposes or caused a nuisance or annoyance to another person. Once the order has been made, the landlord may evict the demoted tenant easily by following the correct procedure.

If you receive notice from your landlord regarding an application for a demoted tenancy, seek advice immediately.

Almshouses

Residents living in almshouses, as beneficiaries of a charity, do not have the same legal rights as a tenant elsewhere. There is no security of tenure under law and the individual's rights as a resident will be outlined in a "Letter of Appointment" provided by the Trustees or the Clerk to the Trustees.

The Almshouse Association, Billingbear Lodge, Carters Hill, Wokingham, Berkshire RG40 5RU, tel: 01344 452922, website: www.almshouses.org.

Tenants of a resident landlord

If you live in the same house as your landlord and share accommodation you are unlikely to have the same protection from eviction as other tenants.

This is only the case if you share living accommodation, for example a kitchen or living room. If you have your own self-contained flat in a purpose-built block and your landlord lives in the same building this would not usually be classed as a resident landlord. You should seek further advice if you are in these circumstances (see Section 8).

Other special cases

Other special cases where your landlord may not have to get a court order to evict you include if you have a holiday let or if you pay no rent for your accommodation.

If you live in a hostel provided by a public body such as a council or housing association, your landlord will still have to issue you with a notice to quit but may not have to get a court order to evict you.

2.5 Suitable alternative accommodation

In some cases the court can only issue a possession order if your landlord shows that you are to be provided with suitable alternative accommodation. This accommodation must be suitable for your specific needs. It must be of the size and type which you require and the court must take into account the rent and security of tenure. It does not have to be of the same standard as the present accommodation.

3. Illegal eviction and harassment

In most cases it is illegal for your landlord to evict you without a court order. It is also against the law for your landlord to harass you or withdraw services from you with the intention of forcing you to leave your home or making you unable to live there in peace and comfort.

Acts of harassment might include threats or physical violence, disconnecting the electrical supply or refusing to carry out vital repairs. There is a law called the *Protection from Eviction Act 1977* which protects tenants whose landlords illegally try to force them to leave their accommodation. There is also *Protection from Harassment Act 1997* which covers wider range of harassment (racial harassment, neighbour disputes and harassment by landlords) and is not restricted only to residential occupiers. It can be used in addition to or instead of, the *Protection from Eviction Act*.

If you are being harassed or threatened with illegal eviction, contact your local council. The council will normally try first to conciliate between you and your landlord. If this fails it can take legal action against a landlord who is breaking the law. Alternatively, you can take action yourself through the courts; seek advice if considering this (see Section 8).

4. Rents

Depending on what sort of tenancy you have, you may have rights about what your landlord can charge you.

If you have difficulties with paying your rent, check if you are entitled to housing benefit, which is available to some people on low incomes (for more information see Age Concern Factsheet 17, *Housing Benefit and Council Tax Benefit*).

4.1 Private Tenants

Regulated (protected) tenants

If you are a regulated tenant you have the right to get a fair rent fixed by the Rent Officer. Details of your local rent officer service should be in your local telephone book under Rent Officer.

In order to decide what is a fair rent for your home the rent officer will look at a variety of things. These include other rents for similar properties in the area, the age and condition of the property, the state of repair and the condition of any furniture provided by the landlord. The rent officer is not supposed to take into account whether there is a demand for that sort of property in the area. This means that even if there is a high demand and a shortage of suitable accommodation you should not have to pay more rent. The Rent Officer will disregard any improvements made by the tenant or any damage or disrepair caused by the tenant.

A fair rent is set for two years. After two years, or if there has been a significant change in the property's condition, you or your landlord apply for a new fair rent.

Assured tenants

If you are assured tenant your landlord can charge you a market rent. You have limited protection against unreasonable rent increases. If your tenancy is for a fixed length of time, your landlord cannot increase your rent during this fixed period unless your tenancy agreement allows for this or you agree to the increase.

Once the fixed term has ended, if no new fixed term agreement is signed, your landlord can increase your rent. S/he must serve you a notice giving you at least one month's advance notice of the increase. This notice can be given during the fixed period of the tenancy to come into effect after the end of the fixed term.

Some assured tenancies are periodic. This means that there is no fixed length for the tenancy and rent is due regularly, for example weekly or monthly. During the first 12 months of a periodic tenancy your landlord cannot increase your rent unless your tenancy agreement allows for this or you agree to the increase.

If your landlord gives you notice that s/he is intending to increase the rent and you think that the increase is unreasonably high you can try to negotiate a lower increase with your landlord. You also have the right to apply to a rent assessment committee. You should be able to find details of how to contact it in your local phone book.

The rent assessment committee will decide what is a reasonable market rent for your accommodation. In order to do this it will look at the rent charged for similar properties in the area.

In some cases the committee can set a rent which is higher than that proposed by your landlord; take advice before making an application to the rent assessment committee (see Section 8).

Once a market rent has been set by a rent assessment committee the landlord cannot increase it for one year.

Assured shorthold tenants

Assured shorthold tenants also have the right to refer their rent to the rent assessment committee if they believe it to be unreasonably high.

Since assured shorthold tenants have no security of tenure after the first six months (or fixed term) of their tenancy comes to an end, it is advisable to consider carefully whether it is worthwhile referring the rent to the rent committee and risking losing the tenancy.

4.2 Housing Association tenants

Tenancies which began before 15 January 1989

If your tenancy began before that day you have the right to have fair rents fixed in the same way as regulated (protected) private tenants (see Section 4.1). The housing association will automatically apply for a fair rent to be fixed, so you do not need to take any action.

Tenancy began after 15 January 1989

Tenancies which began on or after that day are assured tenancies. You have more limited protection against unreasonable rent increases (see Section 4.1).

4.3 Council tenants

Local councils have the right to fix their own rents in law. Rent increases must be reasonable but can only be challenged in the court by judicial review. It is unlikely that such a challenge would be successful.

5. Rights to repairs

5.1 All tenancies

Tenants have certain rights to have repairs carried out. Your tenancy agreement should tell you who is responsible for which repairs. Even if your tenancy agreement does not say so, the law says that for most tenants the landlord is responsible for major repairs.

Under the *Landlord and Tenant Act 1985* for all tenancies which began after 24 October 1961 the landlord is responsible for all repairs to the structure, exterior and installations of the property. The only exception is if your tenancy was originally for a fixed term of more than seven years.

Examples of repairs which your landlord is responsible for under this Act include repairs to:

- structure - roof, floor, walls and windows;
- exterior - gutters, pipes and drains;
- installations - plumbing and sanitary fittings, eg, baths, toilets, basins, electric wiring, gas piping, water and central heating.

This law applies to all tenants whether council, housing association or private.

5.2 Council tenancies

The law gives council tenants a right to have certain repairs carried out quickly. The council has a legal duty to carry out small urgent repairs within set times. These are repairs which affect your health, safety or security. Examples include unsafe electrical fittings, leaking roof, toilet which will not flush, blocked sink or bath, or loose banisters or handrails.

The council should give you information about which repairs are covered and how quickly it has to carry them out. If it does not do these urgent repairs within the set time you can tell it to get another contractor. If the second contractor does not carry out the work in time, you are entitled to compensation. The maximum compensation you can get for any one job is £50 but you may not be entitled to any compensation if you failed to keep your appointment with the contractor.

5.3 Housing association tenancies

Most housing associations are regulated by the Housing Corporation which is a government funded body.

All housing associations which receive government money have to follow guidelines laid down by the Housing Corporation. They are expected to ensure that housing association tenants have the same rights as council tenants, including the right to have certain repairs carried out within reasonable time limits and the right to compensation where repairs are not carried out within these time limits.

5.4 Getting repairs done

The first step in getting repairs done is to tell your landlord know what needs doing. It is best to follow it up in writing and to keep a copy of the letter. If your landlord does not carry out repairs within a reasonable time then there are various courses of action you can take.

Before you take any action, consider what security of tenure you have and how easily you can be evicted (see above). If you only have limited security of tenure, for example you are an assured shorthold tenant; you may need to think carefully whether you want to take action against your landlord. Unfortunately, although you may have the right to have the repairs done, your landlord may be less likely to agree to your staying in the property at the end of the fixed term tenancy if you have taken action against him/her. If the disrepair in your home is serious and your landlord refuses to co-operate you may need to think about finding other accommodation (see Factsheet 8, *Looking for rented housing*).

5.5 What your council can do

The Environmental Protection Act 1990

If the disrepair is damaging or causing risks to your health and safety it may be classed as a statutory nuisance under the *Environmental Protection Act 1990*. This might include such things as damp, a leaking roof, rotten floorboards or window frames or dangerous wiring.

If you are a housing association or private tenant and your landlord will not carry out necessary repairs, contact the environmental health department at the local council.

The council will probably send an officer to inspect your property. If the environmental health officer thinks it is a statutory nuisance, the council can serve a notice on your landlord telling it that it must carry out repairs to remove the nuisance. If your landlord still does not carry out repairs, the council can carry out the necessary works and reclaim the money from the landlord.

The Housing Act 2004

Under the *Housing Act 2004* local authorities are required to use a new system, called the Housing Health and Safety Rating system (HHSRS), to assess housing conditions in the area. Either as a result of a general review of the housing stock, or for other reasons such as a complaint, local authorities can inspect a property if they have a reason to think that a health or safety hazard exists there.

HHSRS involves a professional assessment of how dangerous the design and condition of the house is to someone living or visiting it. The assessor (an environmental health officer from the local authority) will look at whether the problems in the house would lead to an accident and illness, and how serious that illness/accident is likely to be. The assessment is based on the risk to the potential occupant who is most vulnerable to that hazard (for example a child or older person).

HHSRS assesses 29 categories which include:

- dampness, excess cold/heat;
- pollutants eg, asbestos, carbon monoxide, lead;
- lack of space, security or lighting, or excessive noise;
- poor hygiene, sanitation, water supply;

- accidents – falls, electric shocks, fire, burns, scalds;
- collisions, explosions, structural collapse.

Hazards are rated according to how serious they are. The highest risks and most dangerous hazards are in Category 1 and lesser dangerous in Category 2. Local authorities have a duty to take action to deal with Category 1 hazards, and powers (but not duties) to take action to deal with Category 2 hazards.

The course of action available to local authorities includes:

- serving an improvement notice requiring remedial work;
- making a prohibition order which closes the whole or part of a property to all people or restricts the number of permitted occupants;
- serving a hazard awareness notice which notifies the person responsible that there is a hazard and how to remedy it;
- taking emergency action. Where there is a imminent risk of harm, the authority can itself take the action to remedy the problem and then recover the costs;
- making a demolition order;
- declaring a clearance area.

For more information see the Communities and Local Government website (see Section 9).

5.6 Complaints about councils and housing associations

You can make a formal complaint to the council or housing association using its complaints procedure. In particular, you can complain if the council or housing association has not carried out repairs within the time that their policy says they will.

You can also complain to your councillor. The councillor may be able to put additional pressure on your landlord to carry out repairs. This will be particularly the case if you are a council tenant but may also be the case for housing association tenants. Your council offices or local library will have details of councillors.

You can also complain to one of the ombudsman services if you are not satisfied with the outcome of your complaint to the council or housing association. There is a Local Government Ombudsman for council tenants and the Independent Housing Ombudsman for housing association tenants. These independent bodies investigate complaints against local councils and housing associations.

5.7 Action you can take yourself

If your landlord fails to do the repairs after being told about them, you can take action in court. The court can award compensation and order the repairs to be done.

Taking court action yourself can be a long, complicated and potentially expensive procedure. Seek advice before you take any action (see Section 8).

5.8 Getting the repairs done yourself

If you carry out or pay for repairs yourself because your landlord will not do so, then you have no right to be reimbursed by the landlord.

It may be possible to pay for repairs yourself and hold back money from your rent to pay for them. This is a risky course of action because you can be evicted if you do not pay your rent. Take advice before holding back any rent money (see Section 8).

5.9 Gas equipment

Gas equipment, such as cookers or fires, provided by your landlord must be checked for safety annually by a Gas Safe Register gas engineer. You can find details of engineers who are registered with the Gas Safe Register in your local Yellow Pages or Thompson Local Directory, or on the website: www.gassaferegister.co.uk or by calling the Gas Safe Register on: 0800 408 5500. Your landlord must keep a copy of the safety inspection and fix any problems reported by the engineer.

5.10 Furniture

Any upholstered furniture provided by your landlord must be fire resistant unless it was made before 1950. Most furniture will carry a manufacturer's label saying so.

6. Other rights for tenants

6.1 Private tenants

Most other rights are dependent on your tenancy agreement. However, private tenants have some specific rights.

Right to pass on your tenancy to someone else

You may have the right to pass on your tenancy to someone else when you die. This is called right of succession.

Regulated (protected) tenants

Your spouse, civil partner or partner can succeed to your tenancy if he or she was living with you. Alternatively, a member of your family can take over the tenancy if they have been living with you for two years. If it is another member of your family rather than your spouse, civil partner or partner who takes over the tenancy, it will become an assured tenancy rather than a regulated one.

If a spouse, civil partner or partner who has taken over the tenancy later dies, the tenancy can be passed on once more but only to someone who is related to the original tenant, the successor tenant and has been living there two years or more. For example, a son or daughter could succeed to the tenancy after both parents had died, provided s/he had been living in the accommodation for two years.

Assured tenants

Your spouse, civil partner or partner can take over your tenancy if you die. S/he would have to be living in the property as their main home at the time. This can only happen once. Once a tenancy has been passed on to one person it cannot be passed on again should the second tenant die.

Right to share your home

Depending on the type of tenancy you have, you may be able to take a lodger unless your tenancy agreement specifically says that you may not. You also may be able sub-let a part of your home, but you must get your landlord's permission to do this. You cannot usually sub-let the whole of your accommodation and you will be at risk of losing your home if you do.

Right to carry out improvements

If you are a regulated (protected) tenant, you have the right to make improvements. You have to get a written permission from your landlord, but s/he cannot unreasonably refuse. You do not have a right to claim the money that you spent on improvements back from your landlord.

6.2 Council tenants

If you are a council tenant you have some extra rights. For further information contact your local advice centre (see Section 8).

Right to pass on your tenancy to someone else

Your spouse or civil partner can take over or succeed to your tenancy if you die. Someone else in your family, including an unmarried partner whom you live with as if you were married or in civil partnership can also take over the tenancy, but s/he must have lived with you for at least a year before the tenant died. If there is more than one potential successor, the spouse or civil partner has priority.

You can also pass your tenancy onto someone else while still alive but only to someone who would be entitled to take over your tenancy if you died.

If you do succeed to a tenancy after someone's death and you are not the spouse or civil partner of the deceased tenant, the council can ask the court for permission to move you to suitable alternative accommodation, but only if they can prove that your home is larger than you reasonably need and if they give you written notice between 6 and 12 months after the present tenant's death.

A tenancy can only be passed on once in this way. If you were a joint tenant and the tenancy passed to you on the death of the other joint tenant this too counts as succession. After one succession it is up to the landlord whether you can stay or not.

Right to buy

If you have been a council tenant for five years you will usually have the right to buy your council home. There are exceptions to the right to buy. You might not be entitled to buy your home if you live in sheltered housing or if you live in housing which is particularly suitable for occupation by older people, taking into consideration its location, size, design, heating systems and other features.

If you have the right to buy your home, you will be entitled to a discount on the market price based on the length of time you have lived in your home. If you then sell it within five years, you may have to repay some of this discount.

Before exercising your Right to Buy, consider carefully if it is the right choice for you. Make sure you understand all the implications of buying your home. For example, you will become responsible for all the maintenance costs of your home including major repairs and improvements. If you buy a flat in a block, you will have to pay service charges each year and cover the costs of repairs and refurbishments. These could be very high, especially if it is an older tower block in need of major repairs and improvements.

For more information see booklet 'Your Right to Buy your home' that is available free from the Communities and Local Government website or the Publication Centre (see Section 9 for more information).

Right to exchange

You have the right to exchange or swap your council home with the home of another council or housing association tenant. Your landlord must agree to this in writing but the law says it can only refuse on certain grounds. It could refuse if you owe rent, have broken your tenancy agreement or your home is unreasonably large or small for the person or people moving in. It could also refuse if your home is intended for a certain group of people, for example older people, or it is adapted for someone with a disability and the person moving in does not need this sort of accommodation.

Right to share your home

You have the right to have lodgers in your home and you do not need your landlord's permission to do this. The lodger is only a licensee (for difference between a licensee and a tenant see Section 1.1). You also have the right to rent or sub-let a part of your home to another person. You need to get the council's written permission for this but it cannot refuse unreasonably.

Right to be consulted

Your council must consult you about any important changes which affect your tenancy such as major building work or a change in how they collect your rent.

Right to carry out improvements

You have the right to carry out improvements to your home. You must get the written agreement of the council but it is not allowed to refuse unreasonably. When you move out of your home you may be able to get compensation from the council for any money you have spent on certain sorts of improvements.

6.3 Housing association tenants

Secure tenants

If you are a secure tenant of a housing association you will have the same rights as a council tenant.

Assured tenants

If you are an assured tenant of a housing association you are not entitled to all these rights by law, but most of the rights described in Section 6.2 should be spelt out in the tenancy agreement.

The Charter for Housing Association Applicants and Residents sets out your rights as a housing association tenant. You should be able to get a copy of the charter from your landlord or from the Tenant Services Authority (TSA) (Section 8).

7. Help with renovation, repairs and adaptations

Local authorities have the powers to provide assistance for repairs, improvements and adaptations to housing. The assistance may be provided in any form, including loans or grants of money. The type of assistance the local authority is prepared to provide must be set out in the local authority's policy. A summary of the policy must be available to the public on request.

Local authorities must provide a mandatory disabled facilities grant for disabled people who do not have access to their home or to the basic amenities within it (see below).

In some areas, there are Home Improvement Agencies (also called Care & Repair or Staying Put) which provide support for vulnerable people living in private rented accommodation to help them undertake adaptations, repairs and improvements to their home.

To find out if there is one in your area, contact your local Age Concern, your local council's housing department or **foundations** – the National Co-ordinating body for Home Improvement Agencies (see Section 8 for contact details).

Disabled Facilities Grant

If you are a private tenant you may be able to get a disabled facilities grant. You will have to get the agreement of your landlord to any adaptations which are made which affect the structure of the dwelling. This can sometimes be a problem as landlords may be unwilling for major changes to be carried out. If you are a regulated tenant your landlord cannot unreasonably refuse this permission. When applying for a grant, you also have to state that you are going to live in your home for the next 5 years, which can sometimes be a problem for short term tenancies.

Both council tenants and housing association tenants can get disabled facilities grants. But, some councils and housing associations will instead use their own budgets to pay for disabled tenants adaptations. If your council or housing association does this then you will not have to apply for a disabled facilities grant.

If your council or housing association takes a long time to do the adaptations itself or if it refuses to carry out adaptations which you need, then you have the right to make your own application for a disabled facilities grant. If you are entitled to a grant, the council cannot refuse to give you one just because you are a council or housing association tenant. You will have to get the agreement of your landlord (ie, the council or the housing association) to any major alterations to your home. It should not refuse permission unreasonably.

More information about Disabled Facilities Grant in the Factsheet 13, *Older homeowners – financial help with repairs and adaptations*.

Warm Front Grants

The Warm Front Grants Scheme provides help with heating and insulation improvements to people who own their homes or live in private rented accommodation. Grants are available to people aged 60 or over, disabled people and families with children who are in receipt of a qualifying benefit.

Contact Warm Front helpline 0800 316 2805 (free call), website: www.warmfront.co.uk. For more information, see Age Concern Factsheet 1, *Help with heating*.

8. Further advice

The law relating to rights for tenants is complicated. This factsheet aims to give basic information about your rights but in many cases you may want to get more detailed advice from a specialist adviser.

AIMS

If you are a tenant of sheltered housing, you can get advice from Age Concern's Advice and Mediation Service for sheltered housing (AIMS). AIMS can provide advice about your rights and help you resolve problems with your landlord.

AIMS, Astral House, 1268 London Road, London SW16 4ER, tel: 0845 600 2001 (lo-call rate), website: www.ace.org.uk/aims.

Citizens Advice Bureau

If there is no housing advice centre in your area, an advisor at a Citizens Advice Bureau may be able to help you. Your local phone book will list your nearest bureau.

Housing advice centres

In some areas there may be a specific housing advice or housing aid centre. Your local council or Citizens Advice Bureau will be able to tell you if there is one in your area.

foundations, Bleaklow House, Howard Town Mill, Glossop, Derbyshire SK13 8HT, tel: 01457 891909, website: www-foundations.uk.com.

Shelterline

The housing charity Shelter has a national helpline which provides telephone advice to people with housing problems. Shelterline is a free service providing advice on tenancy rights, homelessness, repairs and housing benefit, tel: 0808 800 4444 (free call).

Stonewall

Stonewall based at: Tower Building, York Road, London SE1 7NX, tel: 020 7593 1850, information line: 08000 50 20 20, textphone: 020 7633 0759, website: www.stonewall.org.uk.

A voluntary organisation which campaigns on legal equality and social justice for lesbians, gay men and bisexuals,

Tenant Services Authority (TSA)

From 01 December 2008 the Tenant Services Authority is the new independent regulator of affordable housing in England which took over regulatory functions of the Housing Corporation. Contact details remain the same: Enquiries Team, Tenant Services Authority, 1 Park Lane, Leeds LS3 1EP; tel: 0845 230 7000 (lo-call rate).

Your local council

If you are not a council tenant and are having problems with your landlord, your local council may have a Tenancy Relations Officer who can help you. If your landlord is trying to force you to leave accommodation when you believe you have the right to remain, your local council should be able to advise you. Your local council has a duty to provide advice and help if you are threatened with homelessness.

Legal advice

Solicitors can advise you on the law and represent you in court if necessary. If approaching a solicitor about a housing matter, check if s/he is experienced in housing law. Your local housing advice centre or Citizens Advice Bureau may be able to refer you to an experienced solicitor. If you are on a low income you may be able to qualify for free legal advice.

For more information see Factsheet 43, *Getting legal advice* (see Section 10).

Ombudsman services

If you have a complaint about the way you are being treated by a council or housing association there are independent ombudsman services which you can complain to. You should try to resolve the complaint with the council or housing association first.

The **Local Government Ombudsman** investigates complaints of injustice arising from maladministration by local authorities (for more information see website: www.lgo.org.uk) and can be contacted as follows:

- for London boroughs north of the River Thames (including Richmond but not Harrow), Essex, Kent, Surrey, East and West Sussex, Suffolk, Berkshire, Buckinghamshire, Hertfordshire and City of Coventry:

**10th Floor, Millbank Tower, Millbank, London SW1P 4QP,
tel: 020 7217 4620**

- for City of Birmingham, Solihull MBC, Cheshire, Derbyshire, Lincolnshire, Nottinghamshire and the north of England (except the Cities of York, Lancaster and Manchester):

**Beverley House, 17 Shipton Road, York YO30 5FZ, tel: 01904
380200**

- for London boroughs south of the River Thames (except Richmond) and Harrow, Cities of York, Manchester and Lancaster and the rest of England not included under the other offices:

**The Oaks No. 2, Westwood Way, Westwood Business Park,
Coventry CV4 8JB, tel: 024 7682 0000.**

The Housing Ombudsman Service, 81 Aldwych, London WC2B 4HN,
tel: 020 7421 3800, website: www.housing-ombudsman.org.uk.

Investigates complaints made by tenants of registered social landlords such as housing association and tenants of certain private landlords who are members of the scheme.

9. Further information

There are a number of detailed publications about housing rights.

As well as its national helpline, Shelter campaigns for better housing and has a network of housing aid centres nationwide. It produces a number of short housing rights booklets (Shelter guides) on a range of housing issues including tenants' rights, advice if you are homeless, and fire safety.

The guides and a list of other publications are available free on Shelter's website: www.shelter.org.uk, or by contacting Shelter Supporter Helpdesk on 0845 4584 590 (lo-call rate).

Communities and Local Government has a useful website for more information www.communities.gov.uk. Free booklets about housing issues may be obtained by calling the Publication Centre on 0870 1226 236 (national call rate).

10. Further information from Age Concern

The following factsheets may be relevant:

Factsheet 8	<i>Looking for rented housing</i>
Factsheet 13	<i>Older home owners: financial help with repairs and adaptations</i>
Factsheet 17	<i>Housing Benefit and Council Tax Benefit</i>
Factsheet 43	<i>Getting legal advice</i>

If you would like:

- to find your nearest Age Concern
- any additional factsheets mentioned (up to a maximum of 5 will be sent free of charge)
- a full list of factsheets and/or a book catalogue
- to receive this information in large print

phone 0800 00 99 66 (free call) or write to Age Concern FREEPOST (SWB 30375), Ashburton, Devon TQ13 7ZZ. For people with hearing loss who have access to a textphone, calls can be made by Typetalk, which relays conversations between text and voice via an operator.

Age Concern factsheets and other information materials can be downloaded free from our website at: www.ageconcern.org.uk. To receive a free e-mail notification when new and updated factsheets are published, please either contact the Factsheet Subscription Service on tel: 020 8765 7200 by email: factsheet.subscriptions@ace.org.uk, or sign up on-line.

Age Concern provides factsheets free to older people, their families and people who work with them. If you would like to make a donation to our work, you can send a cheque or postal order (made payable to Age Concern England) to the Personal Fundraising Department, ACE Freepost CN1794, London SW16 4BR.

Find out more about Age Concern England online at:
www.ageconcern.org.uk

Please note that the inclusion of named agencies, companies, products, services or publications in this factsheet does not constitute a recommendation or endorsement by Age Concern.

Whilst every effort is made to ensure accuracy, Age Concern cannot be held responsible for errors or omissions.

No factsheet can ever be a complete guide to the law, which also changes from time to time. Therefore please ensure that you have an up to date factsheet and that it clearly applies to your situation. Legal advice should always be taken if you are in doubt. (*Age Concern England does not give legal or financial advice*).

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