

Assured Shorthold tenancy agreement

(Rent to buy)

Your key rights

You have rights under the law and further rights under the terms of your tenancy agreement with Stonewater.

This document sets out your key rights in these two areas. If you are unsure of your rights you can contact us at Stonewater or take independent legal advice from Citizens Advice.

Your rights under the law

You have rights under the following legislation:

- Housing Acts (1985 and 1988)
- Localism Act (2011)
- Housing Act (1996)
- Homes (Fitness for Human Habitation) Act 2018
- Social Housing Regulation Act 2023
- Schedule 2 Data Protection Act (2018) and General Data Protection Regulation (GDPR)
- Equality Act (2010)
- Housing Ombudsman Scheme
- Regulator of Social Housing Consumer Standards
- Decent Homes Standard.

These rights include:

The right to information about

- The terms of your tenancy
- Stonewater's obligations to repair your home
- Stonewater's policies and procedures on consultation
- Stonewater's policies and procedures on housing management
- Stonewater's policies and procedures on rent and service charge setting
- Stonewater's performance as a landlord.

The right to see your personal information

Stonewater has a policy on personal information and data protection. It explains how Stonewater uses, keeps and sometimes shares customers' personal information. You have the right to see your housing file and computer information held

about you, and to record in writing any inaccuracies or disagreements. Stonewater has the legal right to withhold some information, and a duty to give you the reasons why.

The right to consultation

Stonewater will consult with you before making any significant changes to the management of your home. We will write to you about the issue and will give you the opportunity to respond; we may also

hold drop-in sessions or consultation meetings. Once the consultation has closed, we will consider the responses we have received and let you know the decision we have made.

The right to repair and the right to a decent home

Everyone has the right to live in a home that is safe and in good condition. Stonewater has an obligation to ensure your home meets legal requirements, unless that disrepair was caused by you, your household or your visitors. It is your responsibility to report any repairs that need doing to Stonewater. We have a duty to do the repairs

we're responsible for within a reasonable period of time and with reasonable care and skill. We are required to do safety checks to be sure your home meets the Decent Homes Standard. This includes gas, electricity, water, repairs and heating. We will give you reasonable notice when we need access to your home, unless it is an emergency.

The right to reasonable adjustments for people with disabilities

You have a right to ask Stonewater to make reasonable adjustments for people with disabilities, and we have a duty to make those adjustments. Reasonable adjustments can apply to our policies and practices, providing equipment or support, and

making limited changes to the physical features of a home. We will not unreasonably refuse permission for you to make improvements which you plan to pay for yourself to help a disabled person in your household to enjoy their home.

The right to occupy your home

You have a right to occupy your home without interruption or interference from Stonewater during your tenancy, as long as you keep to your tenancy agreement. Stonewater has some rights in law, for example if we need to access the building for urgent repairs, or if we legally need to

repossess the property. Normally, a right to occupy can only be ended by a court order. However, if you abandon your home and no-one is living in the property, Stonewater could regain possession without a court order.

The right to transfer your tenancy if you die (known as succession)

There can normally only be one succession to a tenancy.

If your tenancy is held with another person as a joint tenant, they will become the sole tenant if you die.

If you are the sole tenant (and are not a successor) your tenancy may be able to pass on to your spouse or partner, as long as they live with you, your home is their only or main home when you die and they

meet the requirement of the Rent to Buy scheme. A partner means a husband, a wife, civil partner or a partner living with you, of either the same or different sex.

If your home is larger than your successor needs, or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, we will offer the successor suitable alternative accommodation.

Right to deposit protection

If we have taken a deposit, we will protect it by putting it in a relevant scheme. We'll check that we've complied with the scheme rules and the tenancy agreement if we make any deductions at

the end of the tenancy. You will have the right to challenge any proposed deductions through the deposit scheme rules.

The right to end the agreement

You have the right to end your tenancy. You need to do this by giving notice to Stonewater. If you are within the fixed term, the notice period cannot end before the last day of the fixed term without Stonewater's agreement. If your fixed term has expired, you have a monthly tenancy and you are required to give us at least one month's notice in writing. The notice will end on the day before rent

is due. You need to pay the rent due up to the end of the notice period, even if you leave early. Outside of any fixed term period, a joint tenant can end a tenancy agreement for both joint tenants even if one joint tenant is unaware of or has not consented to bringing the tenancy to an end. Within the fixed term period, both tenants must give written notice to end the tenancy.

The right to complain

Stonewater has a complaint procedure in line with the requirements of the Housing Ombudsman Service's Complaint Handling Code. We are keen to hear customer feedback about our complaint handling service, as we are always looking for ways to improve customer satisfaction. Please note that

you do not have the right to challenge any proposed rent increases. This is already covered by guidance issued by the social housing regulator, and your tenancy has a contractual rent increase clause and fixed service charges.

The right to a home loss or disturbance payment

If we have to move you from your home to a different home, you may be entitled to a home loss payment or a disturbance payment, depending on the circumstances.

Your rights under your tenancy agreement (also known as contractual rights)

The majority of our customers have very similar rights, but some rights depend on whether you rent or own your home and the type of agreement you hold with us.

Your key rights are:

The right to request to assign or sublet

You have the right to request to transfer your tenancy to someone. You will need our written permission beforehand; we will not unreasonably withhold permission.

You also have the right to request to sublet, part with or share possession of any part of the property. You will need our written permission beforehand; we will not unreasonably withhold permission.

The right to buy your home

You have the right to buy your home under the conditions set out in our policy for rent to buy homes and your Options Agreement.