

Starter (Assured Shorthold to Assured) tenancy agreement (Social rent, fixed and variable service charge)

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. Stonewater 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 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 and your home is their only or main home when you die. A partner means a husband, a wife, civil partner or a partner living with you, of either the same or different sex.

If you do not have a spouse or partner, the tenancy may be able to pass to a member of your family, if

they have lived with you in your home as their only or main home for at least the previous 12 months before your death. A member of your family means parents, children, grandparents, brothers, sisters, aunts, uncles, nephews, nieces, step-relatives and adopted children. If more than one member of your family is entitled to the tenancy, they should agree who will claim it. If they cannot agree, they must apply for a court order to decide who the tenancy will pass to.

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.

The right to buy

You may have a right to buy your home under the Right to Acquire in the Housing Act 1996. You may also have the right to buy a share of your

home under the Right to Shared Ownership in the Housing Act 1985. Please ask us if you would like more information.

The right to end the agreement

You have the right to end your tenancy. You need to do this in writing and give Stonewater notice; four weeks' notice if your agreement with us is weekly, and one month's notice if it is monthly. The notice must end on a Sunday for weekly tenancies and you will be required to hand the keys in by 11:59pm that day. 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 of the tenancy, 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.

The right to service charge information

The Landlord and Tenant Act 1985 and 1987 states that you need to be consulted before we:

- carry out work above a certain value
- or
- enter a long-term contract (one for more than 12 months) for the provision of services.

So, we are required to formally consult all those who will contribute to the cost where we propose to:

- carry out works which would cost any individual

Leaseholder more than £250

or

- enter into a long-term contract which would cost any Leaseholder more than £100 a year.

Under Section 22, variable service charges customers also have the right to ask for further information and to inspect documents relating to their service charges within six months of receiving the summary.

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 assign or transfer

You have a limited right to transfer your tenancy to someone else if:

- You are instructed to do so by a court of law (this will usually be in family law proceedings); or
- You are mutually exchanging with someone else and you have received our permission; or
- You are passing on the tenancy to your spouse or partner and the property is their only or main home and they live with you and you are not a successor yourself

Before any transfer of the tenancy you are required to:

- Inform us that you are intending to transfer the tenancy;
- Allow us access to your home to prepare a schedule of repairs to our fixtures and fittings; and
- Pay us a reasonable sum of money if you have not done the scheduled repairs to a satisfactory standard.

The right to mutual exchange

Once you have successfully completed your starter period, you can exchange this tenancy with another tenant of a registered provider, a local authority or a housing trust, if you have our written permission

beforehand. We will give our permission.

Every tenant involved in the exchange needs to have the right to exchange under their tenancy agreement and if necessary have the consent of their landlord.

The right to make improvements

Once you have successfully completed your starter period, you have the right to make improvements to your home if you ask our permission before you do the work and we give consent. You will need to get planning and building permission from the council where it is necessary. We may put some

conditions on our consent; for example, we may ask you to remove some improvements at the end of your tenancy. We have a scheme which may provide you with compensation for the cost of some specified improvements when you leave your home. Improvements, alterations or additions include:

- Installing central heating or a gas fire;
- Putting up any structure in the garden other than a wooden or glass shed;

- Cutting down any tree or removing any hedge or making access from the road into your home for a vehicle; and
- Putting up any radio or television aerial or satellite dish.

The right to take in a lodger

You have a right to take in lodgers if you ask our permission before they live with you. You will need to tell us the proposed lodger's name, age and sex. You cannot have a lodger if it would lead to your

home being overcrowded. You are responsible for the behaviour of any lodgers living in your home. You cannot give any lodger a tenancy of any part of, or the whole of, your home.