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**Demoted Tenancies**

The demoted tenancy, introduced by the Anti-Social Behaviour Act 2003, helps us to deal more effectively with anti-social behaviour. It allows us to apply to court to demote a secure tenancy.

Demoted tenancies usually last for 12 months and the tenant will lose some of their secure tenant rights such as the Right to Exchange. If the anti-social behaviour of the tenant continues or gets worse during the 12 months of a demoted tenancy we will serve a notice to seek possession of their property.

Where a notice has been served, you have the right to request a review of the decision to seek possession of your home. Any review will be undertaken by a panel of housing officers.
When you signed your Tenancy Agreement with us you agreed to the conditions in the tenancy agreement and this accompanying handbook.

**Security of Tenure**

You have the right to occupy your premises without interruption or interference from us for the length of your tenancy.

We can only bring your tenancy to an end by obtaining a court order. Judges usually grant court orders if one or more of the conditions of the tenancy have been broken. For instance, not paying the rent on time, being involved in criminal activity or not living at the property. You must let us know if you will be away from your home for more than 28 days otherwise we may treat your property as abandoned.

**Joint Tenancies**

We give joint tenancies to married and co-habiting couples. This means that both tenants are equally responsible for the tenancy and are both equally responsible for paying the rent. If there are rent arrears, we will take action against both tenants even where one has left the property.

If the relationship breaks down, we cannot decide who should keep the tenancy or leave the property. This can only be decided by the tenants or by a court. In these circumstances we advise all tenants to seek independent legal advice as soon as possible.

**Introductory Tenancies**

When you first move into your new home, you will be given an introductory tenancy, unless you have transferred from a secure or assured tenancy. Introductory tenancies have fewer rights than secure tenancies. They last for the first 12 months of the tenancy but can be extended to last 18 months. Introductory tenants can be evicted more easily and quickly than secure tenants.

**The Right to a Review**

As an introductory tenant if you are served with a Notice of Extension or a Notice of Termination you have the right to request a review of that decision.

A review means that we will look again at our decision to serve the notice. Attached to the notice will be a review form for you to complete. You will be invited to the review to tell us why you think your tenancy should not end. If you want to do this you must let us have your review form within 14 days of receiving the notice. If you receive a notice we strongly recommend that you get some independent legal advice.

**The Right to make Improvements**

Secure tenants have the right to make improvements and alterations to their homes, but you need to ask us for permission first. Introductory and fixed term tenants may be given permission to make small improvements to their property. When you ask for permission, your Neighbourhood Manager will write to you with details of what you need to do. You must not start any work until you have our written permission. We advise you to apply for permission at least 28 days before you intend to start work.

Secure tenants (where the original tenancy began before 1st April 2013 and has been continuous), have the right to claim compensation at the end of their tenancy for certain improvements that were carried out with our written permission and in line with current building regulations. Examples are new kitchen cupboards, new sink, wash hand basin, double glazing etc.

Please speak to your Neighbourhood Manager for more information.

**The Right to Buy**

Secure and fixed term tenants have the right to buy their property at a discounted rate. For more information please contact Customer Services or your Neighbourhood Manager and ask for the leaflet ‘Your Right to Buy your Home’.
Becoming a Fixed Term Tenant

The Housing Act 1985 introduced flexible tenancies for Council tenants. These are tenancies that last for a specific length of time. For clarity we use the words ‘fixed term’ for these tenancies.

After 12 months, your tenancy will automatically become a fixed term tenancy, unless we have already applied to court for a possession order. You will then be entitled to all the rights of a fixed term tenancy.

Fixed Term (Flexible) Tenancies

These tenancies will be reviewed towards the end of the fixed term and will usually be renewed unless there has been a major change in the household’s circumstances.

All current secure, introductory or assured tenancies that began before 1st April 2013 and have been continuous will be granted a secure tenancy if they transfer to a Kettering Borough Council property.

The Right to Request a Review

If a fixed term tenancy is not to be renewed you have a ‘Right to Request a Review’ of that decision.

Tenants’ Rights

The Right to Succession

In the event of your death, providing you did not succeed to your tenancy, your spouse, your partner or your civil partner will have a right to the tenancy.

This is known as succeeding to the tenancy or succession. Where a secure tenancy began before 1st April 2013, another close family member may be able to succeed to the tenancy.

If the property has been adapted for a physically disabled person and you do not need the adaptations, we may offer you a more suitable property.

On the death of one party in a joint tenancy the remaining tenant automatically survives to the tenancy.

The law on succession is complicated, so if you would like to know more please contact your Neighbourhood Manager.

The Right to Repair

You have the right to have some repairs attended to within set timescales. These are repairs that cost less than £250 and which could affect your health and safety if left unattended. We may not be able to carry out a full repair within the timescale but will make sure that it is safe and comfortable for you to continue living in your home, until we can finish the repair. If we do not make the repair safe within the timescale you may be entitled to compensation. Please speak to your Neighbourhood Manager if this is the case.
List of Qualifying Repairs | Within
---|---
Total loss of electric power | 1 working day
Partial loss of electric power | 3 working days
An unsafe socket or electric fitting | 1 working day
Total loss of the water supply | 1 working day
Partial loss of the water supply | 3 working days
Total or partial loss of the gas supply | 1 working day
A blocked flue to an open fire or boiler | 1 working day
Total or partial loss of space or water heating (1st November – 30 April) | 1 working day
Total or partial loss of space or water heating (1st May – 31st October) | 3 working days
A blocked or leaking foul drain or soil stack | 1 working day
A blocked toilet pan or a toilet not flushing (where there is no other working toilet at the property) | 1 working day
A blocked sink, bath or basin | 3 working days
A tap that cannot be turned | 3 working days
Leak from a water or heating pipe, tank or cistern | 1 working day
A leaking roof | 7 working days
An insecure outside window, door or lock | 1 working day
A loose or detached banister or handrail | 3 working days
Rotten timber flooring or stair treads | 3 working days
A door entry system not working | 7 working days
A broken mechanical extractor fan in the kitchen or bathroom | 7 working days

The Right to Assign
In special circumstances tenants have the right to assign or pass on their tenancy to someone else. This can happen after divorce proceedings following a court order. Please speak to your Neighbourhood Manager for more information.

The Right to Notice
Before commencing legal proceedings against you we will serve you with a notice which will tell you why we are asking the court for a possession order.

The Right to Information
You have the right to clear information about Kettering Borough Council as your landlord and about your rights and duties as a tenant.

The Right to Consultation
You have the right to be consulted about important changes that could affect you. These include, how our properties are managed, changes in services or facilities and variations to your tenancy agreement.

The Right to take in a Lodger
You have the right to allow a lodger to move into your home to live as a member of your family. You do not need our permission for this but must make sure that you have the room available. You must not allow your property to become overcrowded.

If you are receiving housing benefit you will need to tell our housing benefit team that you have a lodger.