

CHAPTER

6

Your Rights

ADUR
DISTRICT COUNCIL





Your Rights

✓ Your Rights

As a secure tenant you have certain rights in law, covering various aspects of being a Council tenant. The purpose of this section of the handbook is to explain some of these rights.

Those that are not mentioned in this chapter are mentioned elsewhere in the handbook.

✓ Your Rights – A Summary

- ✓ Right to Buy (after a qualifying period)
- ✓ Right to Exchange
- ✓ Right to Improve
- ✓ Right to Information
- ✓ Right to Repair
- ✓ Right to Security of Tenure
- ✓ Right of Succession
- ✓ Right to take in lodgers or sub-let
- ✓ Right to transfer to another property



Your Rights

✓ Right to Buy (after a qualifying period)

If you are a secure tenant and have been for at least five years you have the right to buy your home. However, there are some exceptions. You may not be able to buy your home if, for example, you live in sheltered housing or if your home is particularly suitable for elderly people. If we agree that you do have the right to buy your home – and you ask to buy it – we must sell it to you.

You will get a discount on the price depending on how long you have been a secure tenant and whether you buy a house or flat. If you buy your flat, and therefore become a leaseholder we continue to own the freehold and take key decisions e.g. on major works (for which you will generally have to pay your share). Therefore it is important for you to go on playing an active part in managing your estate.

✓ Right to Exchange

See Chapter entitled Choice Based Lettings.

✓ Right to Improve

With our permission you have the right to carry out improvements to your home.

If you would like to make an improvement to your home the following procedure applies:

1. Write to your Housing Management Officer giving details of what you want to do and who is likely to do it. If you have a plan for the work please enclose it.
2. The Housing Management Officer will check to see if planning permission is needed or any approval under building regulations. We will let you know if they are as permission to carry out the improvements will not be granted until the proper process has been followed.
3. Once any required approval/permission has been granted the housing department will write and let you know whether permission to carry out the works has been granted. The letter will tell you the standard conditions that apply for instance telling us when the work is completed in case we wish to inspect it.



Your Rights

We will not refuse permission unreasonably. Normally we would only refuse if:

- There are any rent arrears outstanding on your rent account
- The improvement would make the home less safe than it was before
- The improvement was likely to reduce the rental or resale value of the property
- Or, if it results in costs being incurred by us, which would not have otherwise been the case
- We would also refuse permission if the alteration did not meet with planning or building regulations approval and you were not prepared to alter the proposal so that it did
- The alteration might be likely to cause nuisance or annoyance to your neighbours

✓ Right to Repair

We are responsible for most repairs to your home, but there are some types of repair which are your responsibility. Chapter 5, 'Repairs and improvements' sets out which repairs you are responsible for.

Some repairs are covered by the 'Right to Repair'. This means that, by law, we must carry out certain small, urgent repairs which are likely to affect your health, safety, or security.

We must carry out the repair quickly and at no initial cost to you. Only certain types of repairs, called qualifying repairs are covered by the right to repair and there are different time scales allowed for different repairs.

The following table shows the qualifying repairs and prescribed time scales.

Defect	Prescribed period in working days
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating: 1st November to 30th April	1
Total or partial loss of space or water heating 1st May to 31st October	3
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leak from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7



Your Rights

If your repair is covered by the Right to Repair, we have to carry it out within a certain number of days. But sometimes things will go wrong. If they do, you should tell us and we will get another contractor to do the work. If the second contractor still does not do the repair on time, you have the right to claim compensation of £10 plus £2 for each subsequent day the repair remains outstanding.

Sometimes there may be a good reason why a repair can't be completed on time. For example, if you did not keep your appointment to let the contractor in, and they therefore could not carry out the repair, the council won't have to pay you any compensation.

✓ Security of Tenure

As a Council tenant you have the right to security of tenure. This means that once you have signed the tenancy agreement, and as long as you occupy the property as your only or principal home, the Council cannot move you out against your wishes, without first obtaining an order from the County Court.

The Court can only grant such an order to the Council on certain clearly laid out grounds such as breaking a condition of your tenancy.

In order to seek possession, a formal notice has to be served on you giving detailed reasons for doing so. This will always be after attempts to solve the problem voluntarily, and will always be followed by a visit, so that you will be aware of what it means and what you have to do.

✓ The Right of Succession

When you die, your husband or wife, or one other person in your family who has been living with you for at least the last 12 months, will usually be able to take over the tenancy agreement from you. **This is called the right of succession.**

There are certain conditions that apply to this right, the conditions are:

- **Only one succession can take place**; if the tenant who dies has already taken over the tenancy in the same way, then there is no further right to succession. The Council will consider each such case on its own merits.
- **In the case of joint tenancies**, if one partner dies the surviving partner becomes the sole tenant, but this counts as a succession and there is no right to a further succession by another family member.
- In March 1013 the right to succession was reduced to those who became tenants after this date. To tenants whose tenancy began after this date, only their spouse has the right to succeed.
- If there is a choice of successor, for example a widow and another member of the family, then the deceased tenant's spouse has priority. If there is no spouse, but a number of possible successors in the family and agreement cannot be reached between them, the Council has the right to select one.



Your Rights

The Right to Succeed is a legal minimum entitlement which we must comply with. We may in compelling circumstances use our discretion to allow something over and above that right, such as granting a tenancy of the property to someone who is not a successor but a member of the family.

✓ Lodgers and Sub-letting

You may have some spare space in your home. If this is the case you have the right to:

- **Take in lodgers**
- **Sub-let part of your home**

You **MUST** get written permission to sub-let from us first. You cannot usually sublet the whole of your home or transfer your tenancy to someone else. Take care to consider who you are letting into your home; get references and/or a CRB check.

✓ Right to Transfer

See chapter 3, Choice Based Lettings.

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The information in these leaflets is available in alternative formats (e.g. large print). If you should require these please contact us.