

Fixed-term (Assured-Shorthold) Tenancies

Your Questions Answered

This leaflet answers a number of questions about your rights and responsibilities as a fixed term (assured shorthold) tenant. Please see the Tenancy policy and your tenancy agreement for full details.



Fixed-term tenancies

This leaflet is about fixed-term (assured shorthold) tenancies. A fixed term assured shorthold tenancy gives you more rights and security than a starter tenancy. For example, we cannot end the tenancy before the end of the fixed term without proving to the court that you have breached your tenancy agreement in some way.

We will usually grant you a fixed term tenancy for five years. Towards the end of the five-year period, we will meet with you to discuss any changes in circumstances. Maybe your family has grown and your home has become overcrowded or a member of your household has moved and your home has become under occupied. You may no longer need adaptations that were made in your home for a disability. If this is the case, we will offer you advice and guidance to help you to find a new home that meets your needs better.

If a more suitable home is available, we may give you a new fixed term tenancy.

If at the end of the five years, your home still fits your needs, we will give you a new fixed term tenancy for another five-year period, unless you are eligible for an assured tenancy (see below).

In some circumstances, we may grant a fixed term of only two years. For example, if you are subject to immigration control and only have limited leave for a few years. See our tenancy policy for more information on who may be offered a 2 year fixed-term tenancy.

Tenants that have been involved in minor anti-social behaviour or other breaches of tenancy may also be given a two year term to give them a chance to demonstrate that they can manage their tenancy correctly. This is to prevent unnecessary evictions.

What is an assured shorthold tenancy?

Most tenancies offered by private landlords and Registered Providers of Social Housing, such as Solihull Community Housing use assured shorthold tenancies.

Assured shorthold tenancies are a form of assured tenancy with modified statutory rights.

The main difference between assured tenancies and assured shorthold tenancies are that in some circumstances a court must make an order for possession and there are fewer statutory rights. However, in Solihull we have contractually extended the statutory rights, so everyone has equal rights.

What are the exempted categories?

Traditional assured (lifetime) tenancies would be offered to:

- people of (or living with someone of) state retirement age;
- The tenant or a person they normally live with has a substantial and long-term disability and we determine that the granting of a secure (or assured) tenancy is appropriate;
- Tenants leaving the care of or who have been looked after by Solihull Council (first tenancy only).

Everyone else will be offered a fixed-term tenancy.

What is the length of the fixed-term?

The fixed term is normally 5 years.

For new tenants a starter tenancy with a term of 12 months will be added to the 5 year fixed-term tenancy making a total fixed term of 6 years.

If we extend the starter tenancy by six months (see our information leaflet about starter tenancies for more information), the overall term will be 6 years and 6 months.

At the start of your tenancy, we will serve you with a notice stating that a fixed-term tenancy will be granted at the end of the starter period. The notice will state what the length the fixed term will be, provided the terms of the introductory or starter tenancy are not breached. Towards the end of the fixed-term we will review how you have managed your tenancy and what your circumstances are and decide what type of tenancy (if any) to offer you and, if appropriate, what the new fixed-term will be (see below).

You can get a better idea of what length of tenancy you are likely to be offered by having a look at our tenancy policy on our website <https://www.solihullcommunityhousing.org.uk/>.

How do you decide if another tenancy will be offered?

At least 6 months before the end of your fixed term, we will give you written notice stating whether we propose to grant a further tenancy at the end of the fixed term, or to end the tenancy

In most cases a further fixed-term tenancy will be granted, however we will **not** in the following circumstances:

- If the tenant (or a member of their household) has been guilty of any breaches of tenancy conditions, including rent arrears, or other serious unacceptable behaviour.
- Where a tenant has been subject to an Anti-Social Behaviour Order or Injunction, an Anti-Social Behaviour Contract, or other similar penalty.
- Where the tenant and their household are under-occupying the accommodation – in which case a further fixed-term tenancy may be offered on a suitable smaller property.
- Where the property is overcrowded according to law – in which case a further fixed-term tenancy may be granted on a larger property.
- Where the property has been extensively adapted, but nobody in the household needs these adaptations, and someone on the Housing Register does need them (a further fixed-term tenancy may be offered on another suitable property)

So that we can monitor the situation, a further tenancy with a fixed term of between 2 years and 5 years may be granted. For example:

- The tenant is within a few years of state retirement age;
- The tenant has less than 5 years limited leave to remain in the UK

You can get a better idea of what length and type of tenancy you are likely to be offered by having a look at our tenancy policy on our website

<https://www.solihullcommunityhousing.org.uk/>.

Can I end my tenancy during the fixed-term?

Yes, you can serve us with a notice to end your tenancy.

If there are joint tenants either tenant can give us notice to end their tenancy.

You must normally give us 4 weeks notice of your intention to leave, in writing.

In exceptional circumstances we may allow you to give us less than four weeks notice to leave, waive the requirement that notice must be in writing or allow you to end your tenancy with rent arrears or you have breached other terms of your tenancy agreement.

If there are joint tenants all tenants must agree with us to waive the requirement that notice must be in writing or allow you to end your tenancy with rent arrears or you have breached other terms of your tenancy agreement.

What rights do I have?

Your rights are very similar to those of assured tenants.

Legal rights	Fixed-term tenant
Right to stay in your home	Yes
Right to exchange	Yes*
Right of succession	Yes
Right to take in lodgers	Yes*
Right to sub-let part of your home	Yes*
Right to assign	Yes*
Right to repair	Yes
Right to make improvements	Yes*
Right to be consulted	Yes
Right to information about how we manage your home	Yes
Right to manage	Yes
Right of access to personal information	Yes

* Only with our written permission

Please read your copy of your tenancy agreement to make sure you understand all your rights and responsibilities as a fixed-term tenant.

What if I am a joint tenant and the other tenant dies or leaves?

When a joint tenant dies the other tenant becomes the tenant not by succession but by 'survivorship' (i.e. he or she was already a joint tenant and becomes a sole tenant simply by having survived the other joint tenant). This is not a succession (see below) but the surviving sole tenant is treated as a successor.

What is succession?

Succession means one person becoming entitled to something after another person's entitlement ends, for example inheriting the property of someone who dies. A tenancy is property that can be inherited. However, the Housing Act 1985 provides that a person can succeed to a tenancy with security of tenure if certain conditions are met.

From 7 April 2014 only the spouse or civil partner (or a person living with the tenant as their spouse or civil partner) is eligible to succeed a fixed-term tenant. However, there is discretion to allow others, such as family members or carers, to succeed if they were living with the tenant at the time of his or her death.

What are my responsibilities as a fixed-term tenant?

Your responsibilities as a fixed-term tenant are set out in your tenancy agreement. In general you must:

- not cause a nuisance to people living locally or allow others living with you or visiting your home to cause a nuisance, for any reason;
- pay your rent regularly and on time;
- not harass any of our employees or anyone acting on our behalf;
- carry out repairs which are your responsibility and allow our employees or agents access to your home if we need to (e.g. to inspect your home or to carry out repairs);
- give us four-weeks notice in writing if you want to end your tenancy; and,
- occupy your home as your only or main residence.

I don't agree with a decision you have made, what can I do?

You have the right to ask us to review certain decisions we make. These include:

- A decision about the length of any fixed-term;
- A decision to offer you a fixed-term tenancy instead of an assured tenancy;
- A decision not to renew your tenancy; and
- A decision to seek possession of your home.

The right of review about the length of any fixed-term is only allowed if our decision was not based on our tenancy policy.

What does a review involve?

An independent person who was not involved in the decision will carry out the review.

The reviewing officer will make a decision based on any statement you make, or the evidence you present and the original information the decision to apply for a possession order was based on.

You do not have to go to the review. However, you may want to ask for a hearing. If you ask for a hearing you can represent yourself or ask someone to speak on your behalf (they don't have to be legally qualified).

You will be told the reviewing officers decision, in writing, before any application is made to court for a possession order or you are required to sign a new tenancy agreement.

If the reviewing officer decides that our decision was appropriate, we will then we will make an application to court or ask you to sign a new tenancy agreement. We will tell you where you can get independent advice.

If we did take action against you, help is available from a citizen's advice bureau, advice centre or a solicitor.

We are here to help you.

As a fixed-term tenant you will get as much help as any other tenant tenant. If you experience anti-social behaviour or have any other problems during your tenancy we'll help you in exactly the same way as we would anyone else.

If you have any questions about your tenancy please contact your Tenancy Management Officer. They are here to help you.