

Security of tenure means the rights you have as occupier of your home, and is largely determined by the type of agreement you have. The type of agreement you have is very important, but the law about tenancies is very complex. This leaflet sets out the main points of the law, but if you are unsure about the type of tenancy you have, the Council's Housing Advice and Prevention Service, the Community Law Centre or the Citizen's Advice Bureau will be able to advise you.

1. DIFFERENT TYPES OF TENANCY:


Remember, for most types of tenancy, **THE LANDLORD CANNOT EVICT YOU WITHOUT A COURT ORDER**

1.1 Assured Shorthold Tenancies (AST)

These are the names of the most common forms of tenancies used in the private rented sector. Almost all private tenancies in Hackney today are Assured Shorthold tenancies, while almost all Housing Association tenancies are Assured tenancies.

If your tenancy began between 15th January 1989 and the 27th February 1997 then you will most probably have an Assured Shorthold tenancy. Points that show you have an AST include:

- Your tenancy was for a fixed length of time and not less than 6 months
- Before the tenancy commenced, the landlord or his agent issued you a notice saying that it was going to be an Assured Shorthold tenancy. The notice must be in the prescribed form, or it will be invalid.
- You pay the landlord rent.
- You have exclusive occupation of at least one room.
- You do not have a resident landlord.



In other words, you would only be an Assured Shorthold Tenant if the landlord gave you an agreement to sign saying this. If you had nothing in writing, or just a rent book, you would be an Assured Tenant. This is important, because it is much more difficult for landlords to end an Assured Tenancy. If you think this might apply to you, please ask the Council's Housing Advice and Prevention Service for assistance.

The law changed in February 1997, so any new tenant would be an Assured Shorthold tenant, unless the landlord deliberately created an Assured Tenancy (which hardly ever happens). Even if you do not have a written agreement, you can still be an Assured Shorthold tenant. However, you still have some rights. The main ones are set below:

1. You have the right to ask for a written statement of any of the following terms of the tenancy.
 - date the tenancy began.
 - The amount of rent payable and when it should be paid
 - Any rent review arrangements (when it can be increased)
 - The length of any agreed fixed term, (how long the tenancy will last)

You have to apply to the landlord in writing for this information. Your landlord has 28 days upon receiving your request to provide you with a statement. It is a criminal offence if your landlord fails to provide this information without reasonable excuse and s/he may be liable to a fine.

2. The amount of rent you will have to pay will be the amount stipulated on your tenancy agreement. The rent cannot be increased during the term of your tenancy unless there is a rent review clause incorporated into your agreement, or you agree to an increase with your landlord.

If you feel your rent is high compared to rents on similar properties in your area you can apply to the Rent Assessment Committee at the beginning of your tenancy. The RAC will only fix a rent if it considers your rent to be significantly higher than rent for similar properties in your local area. However it may not make a decision if there are not many similar properties in the area. If the RAC does set a rent for your property, this will become the maximum amount of rent your landlord can charge for one year from the date of their decision. Be aware that the RAC can, and does, raise rents as well as lower them


Assured Shorthold tenants have very limited security of tenure. If you decide to challenge high rents or rent increase demands, or disrepair, your landlord could decide to evict you lawfully when your tenancy agreement ends. It is always a good idea to get advice and think carefully before challenging your landlord if you are an Assured Shorthold tenant. See Leaflet 1

1.2 Assured Tenancies

Assured tenancies attract better protection and more rights compared to Assured Shorthold Tenancies, but very few tenants other than those in Housing Association homes have these. You will be an Assured tenant if:

- Your tenancy commenced between 15th January 1989 up until 27th February 1997 and either it was for a period of at least 6 months, or your landlord failed to give you a notice in the prescribed form.
- Your tenancy commenced on or after the 28th February 1997 and you were notified in writing that it was an Assured tenancy.

There are very few assured tenancies left in Hackney now. If you think you might have one, please contact us for advice.



1.3 Tenants with Resident Landlords

If you have a landlord who lives where you do, and you share a kitchen or bathroom with her/him, you are likely to be an excluded tenant or a licensee. This means your landlord could evict you by giving you a notice to quit without having to go to Court. The notice does not have to be in any special form but must give you reasonable time to leave.

2. REPAIRS AND MAINTAINANCE

As a tenant you have the right to demand that the landlord carry out any necessary repairs, whether you have a tenancy agreement or not. The law says that your landlord is responsible for carrying out repairs to:


- Broken or faulty water heaters & boilers
- Faulty electrics
- Broken toilets, sinks, baths
- The structure and exterior of the property

The landlord is responsible for ensuring that all gas appliances are maintained in good working order and that an annual safety check is carried out by a Corgi Registered Engineer. A record of the safety check must be issued to the tenant within 28 days of the inspection being carried out.

The landlord is not responsible for maintaining gas appliances, which you (the tenant) have installed and are entitled to take with you at the end of the tenancy.

Any furniture supplied by the landlord must be fire resistant and meet the Furniture Regulations 1988.

If you discover there are repairs that need doing, you should inform the landlord immediately, preferably in writing, and keep a copy. If your landlord fails to carry out the repairs within a reasonable period of time, there are several things you may do.



You could contact the Council's Private Sector Housing Unit to get an Environmental Health Officer to force the landlord to carry out necessary repairs.

There are several things the Council's Environmental Health Officer can do if landlords will not do repairs. These can be done together or separately.

- Issue a legal notice for the necessary repairs to be carried out.
The length of time given to the landlord to carry out repairs depends on the nature of work to be undertaken.
- Issue a notice requiring the landlord to manage the property properly, for instance supplies of water, gas, and electricity, disrepair to common parts, staircase, walls, and shared areas ensuring that means of escape from fire and other fire precautions are kept in good order.
This only applies to Houses in Multiple Occupation. That is, a house which is let room by room and where facilities are shared
- Prosecute the landlord in court.
- If your landlord does not do the repairs in the time specified, the Council has the power to do the work themselves and charge the landlord.

Some tenants decide to carry out all the repairs themselves and then demand payment from the landlord. But remember, tenants do not have an automatic right to withhold rent if the landlord fails to carry out repairs, and you will be liable for any negligent workmanship or damage.

Always seek legal advice if you are thinking of doing any repairs by yourself.

Generally, what action you decide to take may lead your landlord to evict you once your tenancy ends. Assured Shorthold tenants can be evicted at the end of the fixed term with only 2 months notice. You need to think very carefully before deciding whether it is worth pursuing action to tackle disrepair.



