

Booklets in the series are:-

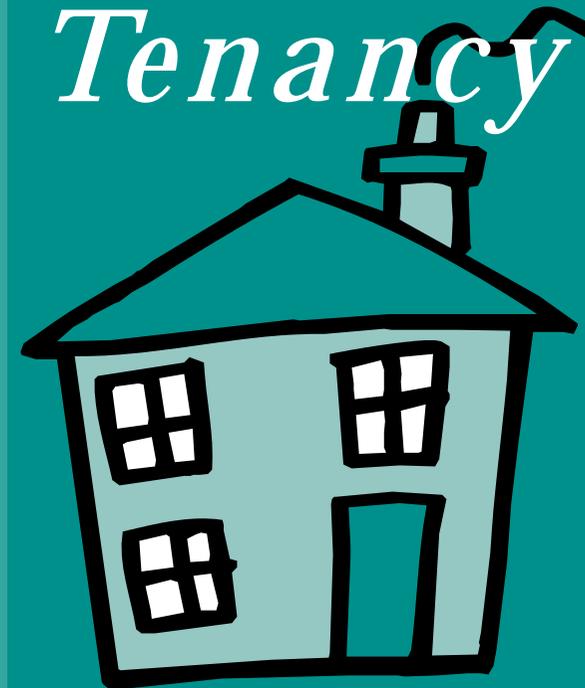
Tenants Information and Repair Handbook

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East Riding of Yorkshire Council will, on request, provide this document in braille or **large print**.

If English is not your first language and you would like a translation of this document, please telephone **01482 393939**

Grounds for Possession & Ending Your Tenancy



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Grounds for Possession

On a serious note, the grounds which the council can use for regaining possession of your Secure Tenancy are set out in the Housing Act 1995 (Statutory Grounds). You can view a copy by contacting any of the Area Housing Offices.

They are as follows:-

1. Failing to pay rent or breaking some other condition of your tenancy agreement.
2. You (the Tenant) or a person living in or visiting your house
 - a) has been guilty of behaviour which has or is likely to cause nuisance or annoyance to a person living or visiting your home or
 - b) has been convicted of
 - (i) using your home for immoral or illegal purposes, or
 - (ii) an arrestable offence committed in, or in the locality of, your home
- 2a. Your home was occupied by a married couple or a couple living together as husband and wife and
 - a) one or both of the partners is a tenant of the home, but one partner has left because of violence or threats of violence by the other towards -
 - i) that partner, or
 - ii) a member of the family who has been living with that partner at the time and -
 - b) the court is satisfied that the partner who has left is unlikely to return.
3. Damaging your home or other parts used by other tenants, or if caused by a lodger or sub-tenant, failing to take steps to remove such persons.
4. Damaging furniture provided by the Council, or if caused by a lodger or sub-tenant, failing to take steps to remove such persons.
5. Getting your tenancy by making false statements.
6. Getting your tenancy, via assignment, through giving or receiving financial inducement with an exchange.
7. Where your home is within the boundaries of an operational building (such as a school) and your behaviour is not desirable

with regard to the use of the building.

8. Refusing to leave accommodation which had been let to you temporarily whilst building work was being undertaken on your original home and you had agreed to return when the work was finished.

The Council can regain possession of your home provided the Court is SATISFIED that SUITABLE

ALTERNATIVE

ACCOMMODATION will be available on the following grounds:

9. Overcrowding your home according to rules in the Housing Act 1985.
10. The Council wants to demolish your home or to do works which it cannot do whilst you are still living there.
- 10a. The Council wants to dispose of your home in connection with an approved development scheme.
11. This ground does not apply to your tenancy.

The Council can regain possession of your home, provided the Court finds it REASONABLE to make the order and is SATISFIED that SUITABLE

ALTERNATIVE

ACCOMMODATION will be available, on the following grounds:

12. Your home was let to you by

virtue of your former employment with the Council and the Council needs possession of it in order to let it to a new employee to maintain the efficient operation of services.

13. Your home has been specially designed or altered to suit a physically handicapped person but there is no longer a handicapped person living there and the Council needs your home for such a person.
14. This ground does not apply to your tenancy.
15. Your home is in a group of dwellings let to people with special needs near some facility for them and you are no longer a person with these needs and the Council needs your home for someone with these needs.
16. You have succeeded to the tenancy and your home is larger than you reasonably need. This ground can only be used between 6 and 12 months from the previous tenant's death, it cannot be used against a widow or widower of the previous tenant. The Court must also take other factors into account (e.g. your age and the amount of time you have spent in your home) when reaching a decision.

Ending Your Tenancy

If you want to end your tenancy the Council will require 28 days notice in writing. The tenancy will always terminate on a Monday.

On or before the final day, all the keys to your home must be handed into a Customer Service Centre. If it is the final day, that is a Monday, the keys must be in by 12.00 noon or else you will be charged another weeks rent. Housing Benefit (if you receive it) will stop when you vacate the property and full rent will be charged between that date and the date your tenancy ends.

Details of where and when to hand your keys in will be given in the termination letter sent to you on receipt of written notice.

If you are moving into a property owned by another Council or Housing Association property then 4 weeks notice is still required.

We ask that you leave your home clean and tidy and remove all your belongings. If you have too much rubbish for a normal collection contact 01482 395618 or your local Customer Service Centre.

Before leaving please complete any repairs for which you are responsible otherwise we may have to charge you for them. **In addition a charge will be made for any rubbish left behind.** You may be entitled to compensation for any improvements you have made to your home recently. See Booklet 5 about Improving Your Home.

DON'T FORGET to have your meters read, otherwise you may end up paying for gas and electricity used by the next tenant.

In the event of a tenants death, the tenancy will end on the Monday following the expiration of 28 days notice given by the next of kin or Executor of the will or a shorter period if agreed. Housing Benefit ceases from the date of death and full rent is then due until the tenancy is officially terminated.

NB Relatives are **NOT** responsible for payment of rent. Any rent due would come from the deceased's estate or if no estate be written off.