



Teignbridge District Council – Information for tenants.

Your home is owned by Teignbridge Council but currently managed by Teign Housing. The information below is intended as a guide to your rights and responsibilities, but you should also refer to your tenancy agreement and the specific policies listed below.

All our policies conform to the Tenancy Standards set by the Regulator of Social Housing. In addition, we will adhere to the principles set out in the new Charter for Tenants as part of the recent Social Housing White Paper:

To be safe in your home. We will work with industry and landlords to ensure every home is safe and secure.

To know how your landlord is performing, including on repairs, complaints and safety, and how it spends its money, so you can hold it to account.

To have your complaints dealt with promptly and fairly, with access to a strong ombudsman who will give you swift and fair redress when needed.

To be treated with respect, backed by a strong consumer regulator and improved consumer standards for tenants.

To have your voice heard by your landlord, for example through regular meetings, scrutiny panels or being on its Board. The government will provide help, if you want it, to give you the tools to ensure your landlord listens.

To have a good quality home and neighbourhood to live in, with your landlord keeping your home in good repair.

To be supported to take your first step to ownership, so it is a ladder to other opportunities, should your circumstances allow

Some policies such as allocations and the tenancy strategy are common standards for most of Devon. Other policies are set locally by Councillors; these will be reviewed regularly to ensure they remain up to date and in line with best practice.

Contents:

- 1. Understanding your tenancy agreement and obligations, tenancy types**
- 2. Utilities, council tax and home insurance**
- 3. Paying rent and service charges**
- 4. Rent arrears**
- 5. Sub-letting**
- 6. Anti-social behaviour**
- 7. Domestic Abuse and Safeguarding**
- 8. Tenant consultation and tenant satisfaction**
- 9. Health and safety**
- 10. Repairs**
- 11. Planned and cyclical maintenance**
- 12. Communal areas and estate services (where appropriate)**
- 13. Right to repair**
- 14. Adaptations and alterations**
- 15. Giving notice**
- 16. Succession and assignment**
- 17. Allocations**
- 18. Transfers**
- 19. Right to mutual exchange**
- 20. Right to buy (cost floor)**
- 21. Eviction**
- 22. Translation**
- 23. General Data Protection Regulations**

1. Understanding your tenancy agreement and obligations, tenancy types

The information below is offered as a guide. Please refer to your tenancy agreement for more detail. If you have any queries about your tenancy terms or what constitutes a breach of tenancy you should contact Teign housing.

In line with the Social Housing Regulator's Tenancy Standard, we offer tenancies which are compatible with the purposes of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of our housing stock. For self-contained properties we will offer one of the three tenancy types described below, unless the property is intended for temporary accommodation only.

1.1 Introductory tenancy

You will be offered an introductory tenancy. This is for a twelve-month period. If there are no tenancy breaches during that initial twelve months (eg no rent arrears, no anti-social behaviour) your tenancy will automatically become a secure tenancy. In some cases after the introductory period you will be offered a flexible or fixed-term tenancy; this will have been made clear to you at the time you were offered the property.

An introductory tenancy gives you the right to peaceful enjoyment of your home. We will only interrupt this peaceful enjoyment on the grounds set out in your tenancy agreement eg

- We need to gain access to your home to carry out repairs or inspections, especially safety-related checks
- A court has allowed us to enter your home for a specified reason.

In return, you promise to:

- Keep the property clean and in good condition (including the garden and any outside space)
- Pay your rent and any service charges on time
- Ensure that no-one in your household, or visiting your household, causes nuisance, annoyance or disturbance to anyone else (this could include playing loud music, rowdy or offensive behaviour, damaging or threatening to damage another person's house or possessions)
- Not inflict domestic violence or abuse on any member of the household, including controlling or coercive behaviour
- Use the property only for legal purposes

Some legal rights (eg Right to Buy and Right to Mutual Exchange) do not apply to introductory tenancies. We are also more likely to withhold permission for you to carry out improvements to the property during that initial twelve-month period.

If you breach the terms of your tenancy we may take legal proceedings to regain possession of the property. We will give you notice in writing before we do so, and where appropriate

we will work with you to try and address the breach. There is more information on eviction procedures below.

1.2 Secure tenancy

A secure tenancy gives you the right to live in your home indefinitely unless there is a breach of the tenancy agreement.

We will offer a secure tenancy to those who have adhered to the agreement during the period of their introductory tenancy, unless we believe that a flexible (or fixed term) tenancy will allow us to make best use of the stock.

1.3 Flexible (fixed term) tenancy

A flexible or fixed term tenancy gives you many of the same rights as a secure tenancy, but it is offered for a fixed term period – usually five years after the completion of the introductory tenancy. At the end of the tenancy term, we will review your housing need to determine whether we should offer you a new tenancy in the same property, or a new tenancy in a different property, or whether you can now meet your housing need in the open market and therefore no longer require social housing.

We may choose to offer a flexible tenancy on larger properties and on those which have substantial adaptations.

At the end of the tenancy term, we will look at:

- Whether your income has risen significantly such that you would be able to rent or buy a property on the open market
- Whether you are under-occupying a larger property and could move to a smaller home
- Whether you are occupying a substantially adapted property but there is no-one in the household who requires those adaptations.

If we decide not to renew the tenancy for your existing home, you will be given advice and support to find somewhere else to live. You will also have a right to appeal the decision.

1.4 Tenancy fraud

We work proactively to prevent and detect tenancy fraud – this could mean lying about your circumstances in order to obtain a property or sub-letting the property to another household and moving out. We will take legal action to repossess the property if we suspect that you have committed or are committing tenancy fraud.

2. Utilities, council tax and home insurance

You are responsible for paying for gas and electricity to your home, and for the council tax.

You are also strongly advised to take out insurance on the contents of your home. We are responsible for the building but not for your personal possessions. In the event of a burglary, or possessions being damaged because of an accident in your home, you will need to make a claim on your own insurance.

Teign housing work in partnership to offer the Crystal Insurance Scheme, which is aimed at tenants. More information about the scheme can be found in the Money Directory.

[Money Directory \(office.com\)](#)

3. Paying rent and service charges

You must pay the rent and service charges for your property according to the terms of your tenancy agreement – you will usually be asked to pay rent in advance.

Rents are set in line with Teignbridge Council's rent setting and collection policy (**Appendix A**) and conforming to all relevant legislation, including the Government's policy statement, the Rent Standard 2020. Rent increases will take place on the first Monday in April each year. In line with government policy, rents will increase by the Consumer Price Index plus 1% each year, up to and including 2025. You will be given at least four weeks' notice of the increase.

You will pay your rent to Teign housing. You are strongly encouraged to pay your rent by direct debit if this is possible for you. You can also pay online, using a laptop or your phone. Other options are to pay in person at the post-office or using a Pay Point, with a payment card which Teign Housing will issue.

You can also pay by phone using a credit or debit card. However, using a credit card can mean building up a debt which will then have to be repaid, often incurring very high interest rates.

There is more information on these options in the Money Directory.

[Money Directory \(office.com\)](#)

4. Rent arrears

If you cannot pay your rent on time you must get in touch with Teign housing. They may be able to offer help with benefits entitlement, or help you work out a repayment plan. There is also advice available on Teign Housing's website:

[Teign Money-directory 2020 V2.pdf \(teignhousing.co.uk\)](#)

There are also charities and voluntary sector organisations who work with people in financial difficulty. You may wish to approach Citizen's Advice or Shelter.

Financial advice from voluntary sector organisations is free. Some private companies will also offer financial advice but they will often charge for this – they may also encourage you to consider options from which they will make money, even if it's not in your best interest.

If you get into arrears and do not contact Teign Housing, they may be forced to take legal action to recover the debt, which could end up in you losing your home.

5. Sub-letting

You have a right to take in lodgers or to sublet part of the property, but only with our written permission.

A lodger is someone who rents a room in your house; you may also provide services to them such as cooking or cleaning. Sub-letting means letting an area of your home to a subtenant. You may not sublet the whole property – this would be grounds for us to take possession.

We will carefully consider any requests to take in a lodger or to sublet part of your home. You should be aware that you will be legally responsible for the behaviour of your lodger or subtenant: if they commit anti-social behaviour you could lose your home.

We will not usually refuse permission to take in a lodger providing that this does not make you overcrowded or be likely to create problems for your neighbours. If you are claiming benefits, you should inform the DWP as the income from your lodger may affect how much benefit you are entitled to.

We will also carefully consider any request to sublet part of the property. You should be aware that subletting creates a legal relationship between you and the subtenant, which could make it difficult if your circumstances change. You should always seek independent legal advice before subletting part of your home.

6. Anti-social behaviour

Anti-social behaviour is any behaviour which may cause a nuisance, annoyance or disturbance to other people. This can be anything from loud noise (eg music, doors slamming, shouting) to allowing your dog to foul the pavement or other people's gardens, dumping rubbish or making false or malicious complaints about others. The behaviour might be taking place in your home, in communal areas or in the surrounding neighbourhood.

If you have a problem with noisy neighbours, you should try and take steps to resolve the issue yourself – often all that is needed is a quiet word. If that does not solve the problem, you should get in touch with Teign housing; you can fill out a form on-line, phone them or use the live chat function (during office hours). They may ask you to keep a diary of incidents to provide evidence of what is going on.

[Report ASB - Teign Housing](#)

If you or anyone in your household or visiting your property behaves in this way we may take legal action against you. In the first instance we would contact you to make you aware of the problem and agree the steps you will take to resolve this. If the situation is not resolved it could result in you losing your home.

7. Domestic Abuse and Safeguarding

Domestic abuse is not limited to violence; it also includes controlling or coercing behaviour, emotional and financial abuse.

If you are experiencing domestic abuse, help is available. Teign housing can put you in touch with a range of support services, including emergency accommodation if you have to leave the property. You will be able to take any children with you. We will then work with you to find a long-term housing solution, whether that involved returning to the property or moving to a new home.

You can find advice on escaping domestic abuse on the national aid helpline

[Home | Refuge National Domestic Abuse Helpline \(nationaldahelpline.org.uk\)](https://nationaldahelpline.org.uk)

You can also phone them on 0800 2000 247. If you feel you are in immediate danger you should call the police on 999

If you perpetrate domestic abuse, we can end your tenancy. We may also be able to refer you to services that will help you tackle the underlying issues and prevent further domestic abuse occurring, if this is the outcome you want.

We also have a duty to safeguard the health, wellbeing and human rights of everyone living in the Teignbridge district. If we have reason to believe that someone in the household is being abused or neglected, we will take steps to tackle this. We may contact the police or a relevant health or social care professional. Children and young people, and adults who are vulnerable because of age, physical or mental health are particularly at risk but we work to safeguard everyone.

8. Tenant consultation and tenant satisfaction

We are keen to know your views on the services you receive. As we own very few properties, we do not have formal consultation mechanisms in place. Instead, we will seek your views before any significant decisions about how your property is managed.

As a small landlord we are not required to carry out regular satisfaction surveys. We will report to you once a year on Teign's performance as the manager of your property. We may also get in touch from time to time to ask how satisfied you are with the services.

If you want to provide feedback on services you should get in touch with Teign housing. You can make a complaint or provide positive feedback using the online form, or by phone, letter, or email. If you raise an issue with the service, Teign will try to resolve the issue at the

first point of contact. If this is not possible, or if you are unhappy with the outcome, you can make a formal complaint, again using the online form, or by phone, letter or email.

[Make a complaint - Teign Housing](#)

Teign will then appoint a manager to investigate your complaint; they should respond to you within five working days to acknowledge your complaint and agree a timescale and action plan. They will then have a further ten working days to investigate and reach a conclusion. If you are happy with the resolution the complaint will be closed at that point. If you are not happy, you can ask for the complaint to be escalated to the review stage.

At the review stage, a different manager will review the initial investigation. With your agreement, they will involve a trained tenant who can ensure that the complaint is looked at from a tenant perspective. They will get back to you within fifteen working days.

We very much hope that these two stages will be sufficient to resolve the complaint but if you are still unhappy you have the right to contact the Housing Ombudsman. Note that they will not intervene until the local complaints process has been exhausted.

9. Health and safety

We have a duty to ensure that your home is safe for you to live in. In order to fulfil our duties, we will carry out regular checks, such as gas and electricity safety checks. Your home may also be fitted with a carbon monoxide monitor and smoke monitors which require regular checks.

You must co-operate with us to arrange the checks that keep your home safe. If you do not allow access to the property, after reasonable notice, we can apply to the court for permission to force access. We will only do this after at least three attempts to access the property.

10. Repairs

All requests for repairs to the property should be reported to Teign housing.

Some repairs may fall into the category of defects and will need to be put right by the original builders. Teign will liaise with the builders and organise this for you. Please bear in mind that it can take slightly longer to get defects fixed although Teign will keep you informed of progress and the date when the work will be carried out.

Teign will organise all repairs to your property as needed, including regular servicing and safety checks. There is a direct line to report emergency repairs, such as a loss of electricity supply or water, this is shown below. Emergency repairs are usually defined as repairs needed for the health and safety of the occupant. They should be completed within 24 hours. All other repairs are put into two bandings depending on the urgency of the work. Repairs will generally be carried out by appointment within 21 days, or 42 days where an inspection or survey is needed first.

You can request a repair on-line or by telephone.

[Report a Repair - Teign Housing](#)

All repairs: 01626 322722

Emergency repairs: 0800 197 9790

Any carpets or floor coverings in the property at the time you moved in have been 'gifted' to you and become your sole responsibility. We cannot mend or replace carpet or floor coverings.

If you have caused damage to the property that led to the repair being required, Teign will ask you to pay the cost of the repair. This will be discussed with you before the repair goes ahead.

You must allow us access to your property where we have given reasonable notice and wish to enter in order to carry out an inspection, safety check or repair or improvement work.

11. Planned and cyclical maintenance

Planned and cyclical works may need to be carried out to your home, such as replacing roofs and windows, kitchens and bathrooms. You will always be given at least two months' notice of any work to be carried out. In some circumstances you may be given a choice of colour or finish. Tradesmen working in your home adhere to a strict code of conduct, including cleaning up after themselves.

12. Communal areas and estate services (where appropriate)

If there are shared/communal areas (such as a shared entrance corridor, lift etc) Teign will ensure that the area is kept clean and in good repair. You will also be expected to play a part in this – keeping communal areas clear, not dumping rubbish etc. The areas will be regularly monitored but you should report any problems you see.

You may pay a service charge towards the upkeep of shared areas, both inside and outside.

13. Right to repair

Because Teignbridge Council has fewer than 100 properties available to let, the statutory Right to Repair scheme does not apply. In the event that Teign housing fails to complete a repair in the agreed time period, you may complain to the Council.

14. Adaptations and alterations

Some properties include adaptations to make it easier to live in for someone with limited mobility. If your home has adaptations, you may not take these out without getting written permission from the Council first. If you no longer require these adaptations we may

support you to move to alternative accommodation so that someone else can benefit from the adaptations.

It may be possible to make adaptations to the property if someone living there permanently needs them. Any requests for adaptations should be made to Teign housing initially. If appropriate, the Council may consider funding the adaptations through a Disabled Facilities Grant; if this is being considered then the Council may need to carry out an assessment of household income to see if you qualify for the grant.

You may want to make other alterations to the property. You don't need permission to redecorate your home or for small improvements such as putting up shelves, but please remember that when you leave the property you may be asked to remove these and to 'make good' – this may involve filling holes etc. You shouldn't need to make substantial improvements such as new kitchen or bathroom, as these will be upgraded on a regular basis. If you want to carry out more substantial works (such as changing any fixtures or fittings) you must get permission in writing first. We may require you to carry out the work to a certain standard; we may also charge an administration fee to cover our costs.

Permission will not be given if you are an introductory tenant (usually within the first year of your tenancy). You may not carry out any alterations to the outside of the property.

15. Giving notice

If you wish to end your tenancy, you should telephone Teign housing to let them know. They will send you a termination form to complete. You will need to give four weeks' notice, starting from a Monday. Teign will arrange to inspect the property; you may be required to put right any alterations or damage to the property before you leave. You will receive written confirmation that you are terminating your tenancy, including the date on which the tenancy ends. You will need to leave the property clean and in good condition, or Teign may charge you a fee to bring the property up to standard.

You may also want to discuss with Teign your reasons for moving. If the property is too big for you, it may be possible for you to downsize to a smaller property. It may be more difficult if you are overcrowded, as larger properties are rare, but they may be able to help you make best use of the available space. If you are finding it difficult to manage stairs, it may be possible to move to a property without stairs or where appropriate, to install a stairlift.

16. Succession and assignment

If you have a joint tenancy and one of you dies, the tenancy will automatically pass to the other joint tenant, provided they were living in the property at the time of the death.

If you do not have a joint tenancy, the only person who can take on the tenancy would be a spouse, or cohabitee. Again they must have been living in the property at the time of the death. There are legal definitions of spouse and cohabitee which have to be met for the

succession to be agreed. There is more information on the Shelter website or you can seek independent legal advice.

www.england.shelter.org.uk

There is no right to assign the tenancy to someone else, except in some specific circumstances:

- A mutual exchange which has been agreed by both landlords
- A court has decided that the tenancy should pass to someone else (eg because of relationship breakdown)

17. Allocations

Properties owned by Teignbridge Council will generally be allocated through Devon Home Choice, the Devon-wide choice-based lettings scheme. Homes with substantial or specialist adaptations may be let through a direct match outside Devon Home Choice. Some properties may be let through Devon Home Choice but subject to additional criteria: this may be the case where properties have been built specifically to meet very local needs within a village or parish.

More information about Devon Home Choice can be found on the website

www.devonhomechoice.com

The full policy can be found here:

[devon_home_choice_policy_v10.0_august_2021.pdf \(devonhomechoice.com\)](#)

18. Transfers

If you wish to move to a different property, it may be possible for you to transfer to another property owned by a Council or housing association. There is no legal right to a transfer and it will depend on why you want to move and where you want to move to. You will need to apply to Devon Home Choice and bid for appropriate properties. The level of priority given (your banding) will vary according to your circumstances. There is more information on Devon Home Choice in section 17 above.

19. Right to mutual exchange

You have a legal right to exchange your property with the tenant of another property owned by a council or housing association, subject to a number of conditions:

- You must have a secure, fixed term or assured short-hold tenancy; if you hold an assured short-hold tenancy it must be for a minimum period of at least two years. There is no right to mutual exchange if you have an introductory tenancy (usually for the first year you are a tenant) or a demoted tenancy (as a result of court action

against you). If you are not sure what sort of tenancy you have, Teign will be able to advise you, or you can ask another agency such as Citizen's Advice or Shelter

- You will also lose your right to a mutual exchange if Teign or the Council have started legal proceedings to obtain possession of the property
- The property you are moving to must be an appropriate size for your household, and your property must also be an appropriate size for the incoming household. We use the definitions of need in the Devon Home Choice policy to determine an appropriate size. We may consider allowing the exchange to go ahead where the property is larger than the new household need but there are exceptional circumstances eg the ages of the children mean they will need the additional bedroom within the next twelve months
- If the property you are in has been adapted to make it more accessible we may refuse permission unless the incoming household also needs those adaptations; if you require adaptations in the new property you must discuss this with the landlord before you move
- Your rent must be up to date
- You must get permission in writing before you can exchange; we have to respond to your request within 6 weeks
- You should also consider the tenancy type offered by the new landlord. By law, they can offer you a 'flexible' ie fixed-term tenancy even if you have a lifetime tenancy in your current home
- Exchanges can take place between more than two households if all the landlords agree but this is unusual and may be difficult to set up
- There are a number of web-based services where you can search for a mutual exchange, some of these are listed below. Some may charge a fee for this service. No-one should offer or pay a fee for the mutual exchange itself; this would be illegal.

[House Exchange](#)

[HomeSwapper](#)

[Exchange Locata](#)

20. Right to buy (cost floor)

You have a Right to Buy your home under the existing legislation. The Right to Buy applies

- Where you have had a public sector landlord (such as a Council, housing association or NHS trust) for three years (this does not have to be three consecutive years)
- Where the property is your only or main home
- Where you have a secure or flexible or assured shorthold tenancy (you do not have the Right to Buy if you have an introductory tenancy, usually in the first year of occupation, but this can count towards the three-year rule)

You can buy your home at a discount; the amount of discount will vary depending on how long you have lived in the property, whether it is a house or a flat, and its value. The price you pay will take into account the amount of money the Council has spent in the last fifteen years to acquire or build your home ie you cannot buy at a lower price than the cost to the Council. For new properties, or properties that have been extensively refurbished, this is likely to mean that the discount will be very low in the early years. This is called the cost floor.

There is more information about the Right to Buy, including some information on the costs of purchase (eg stamp duty) and the advantages and disadvantages of owning your own home, on the government website:

[Right to Buy: summary booklet - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Please note that the booklet does not explain the cost floor rules. There are various legal websites which do explain these rules, one option is:

[Things that affect discount amount - Own Your Home - Own Your Home](#)

If you do buy your home you will have to repay some of the discount if you sell it within five years. If you live in a rural area, there may also be restrictions about who you can sell to – if this is the case, you will be told about this before you decide to buy.

21. Eviction

Eviction is always a last resort. We do not want anyone to lose their home because of financial difficulties or other tenancy breaches such as anti-social behaviour. If we are considering taking legal action against you we will always try to contact you to find out what is going on and what help and support you need.

However, we will take action where necessary to gain possession of your home if you are in breach of your tenancy agreement.

For most cases, we will first serve a legal notice, informing you of our intention and setting out the grounds (reasons). If the situation is not addressed, we will then apply to the court for possession. The court will decide whether to give us possession of the property; you will have the opportunity to explain your situation to the court before the decision is made. If the court award us possession, you will have to leave the property on the stated date. If you do not leave the property, we will ask the court bailiffs to remove you. You may be charged legal costs and the costs of the bailiffs service.

In some circumstances we do not need to serve the initial notice but can go straight to the court. This could happen if, for example, you commit domestic violence, or are found to be dealing drugs from the property. You will still have the opportunity to tell the court why you think you should not be evicted.

If you are evicted as a result of a breach of your tenancy, it is highly likely that you will be deemed intentionally homeless. The Council will still have a duty to work with you to try and allow you to remain in your current home, or facilitate a move to new accommodation, but if you are found to be intentionally homeless there is no statutory duty to provide you with alternative accommodation. You may also be barred from obtaining another social housing tenancy for a period of time.

22. Translation

If you need this information in a different format, or translated into a different language, please let us know.

23. General Data Protection Regulations

Under the Data Protection Act, you have a right to see the information that Teign and the Council hold about you. We have to make this available within one month. Certain information can be withheld, if for example it enables a third person to be identified. For more information please see the ICO website

[Right of access | ICO](#)