



This section provides information about your tenancy, including your main rights and responsibilities as a tenant of IDS.

We always aim to give you a high standard of service, so we ask that you treat our employees and your neighbours with respect. Please be polite and courteous to staff and other visitors when you come to our offices.

We will not tolerate abusive or aggressive behaviour or any form of unfair or unlawful discrimination against our staff or other tenants.

YOUR TENANCY AGREEMENT

→ It sets out your rights and responsibilities as an IDS tenant

Your tenancy agreement is a legal document and is a binding contract between you and IDS. This means that it must be obeyed and is enforceable by law. It sets out your rights and responsibilities as an IDS tenant. Please read it carefully and ask if there is anything you're unsure about.

The information in this handbook is for guidance only. Your Tenancy Agreement will give you more detailed information.

There are two main types of tenancy agreement: Secure & Assured.

SECURE TENANCY AGREEMENT

People who have been tenants of IDS since before 15 January 1989 are 'Secure Tenants' and their tenancy conditions are determined by the Housing Act 1985 (as amended by the Housing Act 1996).

ASSURED TENANCY AGREEMENT

If you became a tenant after 15 January 1989 then you are an 'Assured Tenant' and your rights and responsibilities are determined by the Housing Act 1988 (as amended by the Housing Act 1996). These are included within your agreement.

Despite there being two types of Tenancy Agreement all our tenants generally have similar rights and responsibilities.

Unless this handbook says that Secure and Assured tenants are treated differently you can assume that all policies and procedures apply to both types of Tenancy Agreement.

JOINT TENANCIES

In a joint tenancy there is one or more tenant. Everyone who signs the agreement is jointly responsible for all aspects of the tenancy.

PASSING ON YOUR TENANCY

You may be able to pass on the tenancy of your home to another member of your family, this is known as the 'Right of Succession'

RIGHT OF SUCCESSION

When a sole tenant (a tenant who has a tenancy in their name only) dies certain people can take over their tenancy. This is known as succeeding to the tenancy.

For a joint tenancy, (where the tenancy is in the name of more than one person), the remaining tenant or tenants automatically take over the tenancy.

If no one is entitled to succeed to the tenancy IDS will consider whether to offer the tenancy of the premises or suitable alternative accommodation to a member of the tenant's family or co-habitee who either:

- Had been living with the tenant for the year before the tenant's death; or
- Had been looking after the tenant; or
- Had accepted responsibility for the tenant's dependents.

If more than one family member qualifies to succeed, the family must decide who will take over the tenancy. If the family cannot decide, we will make the decision.

RIGHT TO ACQUIRE

→ Contact Head Office on 020 8800 9606

Tenants who occupy IDS properties that were built, purchased or substantially altered with public subsidy, after April 1997 may qualify for the Right to Acquire their property.

The scheme enables tenants, who qualify, to purchase the properties with a discount of up to £16,000 off the current market value.

The Housing Corporation have published a 'Guide to the Right to Acquire' that can be obtained from IDS' Head Office.

- If you think that you qualify and would like a copy of the guide contact Head Office on 020 8800 9606.

ENDING YOUR TENANCY

→ You can give notice to end your tenancy by writing to IDS, 5th Floor, Ockway House, 41 Stamford Hill, London, N16 5SR

If you want to end your tenancy, you must give us at least four weeks notice in writing. The four weeks notice must end on a Sunday.

You can give notice to end your tenancy by writing to IDS, 5th Floor, Ockway House, 41 Stamford Hill, London, N16 5SR.

When your tenancy ends, you must:

- Return all keys for the property to your Estate/Scheme Manager or Head Office. We will continue to charge you rent until we receive the keys.
- You must not leave anyone living in your home. The tenancy cannot be ended unless we are given vacant possession of the property and you will continue to be charged rent.
- You must leave the property clean and tidy and in good repair. All fixtures and fittings provided by the landlord must be in good condition. If you have installed your own fittings that you intend to take with you, you must make good any damage to walls ceilings etc.
- You must remove all rubbish, personal belongings and furniture from inside the property and garden (if applicable) and communal areas.

YOUR RIGHT TO INFORMATION

Under the Data Protection Act 1998, you are entitled to see what personal data is held about you. You will need to make a request for information in writing. We will aim to respond to your request within 10 working days of your request. There is an administration fee of £10 for copying items that you wish to take away with you.

YOUR RESPONSIBILITY

Dogs

Tenants are not allowed to keep any dog, (except a guide dog for the blind), in the property or to allow any dog onto the estate/scheme.

Pets

You will need to obtain written permission before keeping any animal which might cause a nuisance to neighbours. The granting or refusal of consent is within the ASBolute discretion of IDS. Consent may be withdrawn at any time by IDS.

Aerials/ Satellite Dishes

Tenants are not allowed to erect radio, television aerials or satellite dishes.

Security Grills

You are not entitled to erect any form of security grille or door to your flat/house.

Laminate Floors

We receive a number of complaints of noise from tenants whose neighbours have fitted laminate floors. We consider this type of work to be an improvement that requires our permission. Permission will only be given where other floor coverings will be detrimental to a tenant's health.

Smoking

From the 1 July 2007 it became illegal to smoke in virtually all enclosed public places. The law applies to anything that can be smoked including cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

Any tenant who persistently smokes within IDS communal areas will be committing anti social behaviour and will be deemed to be in breach of their tenancy. This could result in IDS taking legal action to end offenders' tenancies.

It is not against the law to smoke within your own flat. However, staff and contractors are entitled to refuse to carry out repairs within your flat if you are smoking.