

ENDING YOUR TENANCY

As an Assured or Secure Tenant you have the right to stay in your home for as long as you want to, provided that you do not contravene any of the Terms and Conditions of your tenancy.

Your tenancy can only be ended by one of the following ways:

- If we give you four weeks written notice because you no longer live in your home as your main address.
- If you give us four weeks written notice (**Joint tenants please note:** a written notice from one of you will end your tenancy).
- A court order for your tenancy to be transferred from one person to another as a result of a domestic dispute or marriage breakdown.
- The Trust obtains a County Court Order to evict you.

REASONS WHY THE TRUST MAY LOOK TO EVICT YOU

We may seek to end your tenancy if you have broken one or more of the tenancy conditions. For example:

- If you get seriously behind with your rent and fail to stick to an agreement to reduce the arrear by instalment.
- If you or anyone living with you is found guilty of anti-social behaviour or is causing a nuisance.
- If you or anyone living with you is convicted of using your home for illegal or immoral purposes.
- You seriously neglect the fixtures and fittings in your property or in the communal areas.
- You have been violent to anyone, including family members.
- You were granted your tenancy after deliberately giving false information

Before we repossess your home we must give you written notice. The notice will normally be hand-delivered to your home. However, on occasion we may send it by recorded delivery, to your home or to your last known address.

The notice will advise you of the reasons why we are taking action to repossess your home. It will advise you that you have 28 days before the start of any court action and will also tell you the date that court action can begin.

Please note that we can take **immediate** action for possession if we are evicting you for nuisance, illegal use or you have been convicted of an arrestable offence.

At the end of the notice period we can apply to the County Court for a hearing date. You will be advised of that date and you will be given full details of why the Trust has applied for possession. You will be invited to attend to make your views known. It is the Court that decides if we can repossess your home.

ENDING A TENANCY WHEN RENT IS OUTSTANDING

You remain responsible for any outstanding debt on your rent account. We will take every step to ensure that we recover any monies owing to the Trust.

IF WE HAVE A MONEY JUDGEMENT AGAINST YOU (CCJ)

You can pay the whole amount in one go on an agreed date or you can make an arrangement to pay the debt in instalments. If you choose not to do this or you fail to make payments as agreed, the Trust advise the court that the money judgement had been broken, in which case a bailiff will seek to recover your belongings to the value of the outstanding debt.

IF WE DO NOT HAVE A MONEY JUDGEMENT

We will apply to the Small Claims Court for a judgement.

OTHER METHODS OF RECOVERING THE DEBT

Attachment to Earnings

The Court can tell your employer to deduct an amount from your earnings until the whole debt is cleared

Debt Collector

The Trust uses debt collectors who will call at your home to collect the debt

Garnishee Order

The court can order a bank not to release any funds until directed or it can tell the bank to pay a given sum to the Trust.

IF WE DON'T HAVE YOUR FORWARDING ADDRESS

The Trust uses Tracing Agents who are able to trace your whereabouts.

Any costs incurred in recovering former tenant debts are passed back to you by increasing your debt accordingly.