

|                                                          | <p><b>SECURE TENANCIES (Council)</b></p> <p>Housing applicants who have never held a tenancy with a Council or housing association before are given an introductory tenancy that lasts for 12 months. <b>Introductory tenancies</b> are easily brought to an end if the tenant breaks the conditions of the tenancy at any time during the 12-month period. Breaking the conditions of the tenancy means things like not paying rent, causing a nuisance or anti-social behaviour. After 12months, you automatically become a secure tenant.</p> | <p><b>ASSURED TENANCIES (Housing Association)</b></p> <p>Housing applicants who have never held a Council or housing association tenancy before are given a starter tenancy that lasts 12 months. <b>Starter Tenancies</b> are easily brought to an end if the tenant breaks the conditions of the tenancy at any time during the 12-month period. Breaking the conditions of the tenancy means things like not paying rent, causing a nuisance or anti-social behaviour.</p> |
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| Accountability                                           | Accountability through elected Councillors and other participation arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Housing Associations are run by trustees or board members. Some encourage tenants to be Board Members as part of their participation arrangements.                                                                                                                                                                                                                                                                                                                            |
| Right of succession                                      | Applies to a spouse, civil partner or a co-habiting partner who lives in the property as their main home or close relative who has lived in the property for at least 12 months.                                                                                                                                                                                                                                                                                                                                                                 | Applies to a spouse, civil partner or a co-habiting partner who lives in the property as their main home but some tenancy agreements extend this right to other family members                                                                                                                                                                                                                                                                                                |
| The right to buy your home                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | For local authority transfer tenants only. Certain tenants of certain RSL properties have a 'Right to Acquire'.                                                                                                                                                                                                                                                                                                                                                               |
| The right to exchange your home with another tenant      | Yes – with the landlord's consent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes –(with landlord's consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| The right to take in lodgers or sublet part of your home | Yes – sub-letting requires the landlord's written consent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes – depending on the terms of the tenancy agreement. Both require the landlord's consent.                                                                                                                                                                                                                                                                                                                                                                                   |
| The right to make any major alterations or improvements  | Yes – with the landlord's consent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes – with the landlord's consent                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Right to compensation for (certain) improvements | Yes – with the landlord’s consent                                                                                                                                                                                                                                                            | Yes –with the landlord’s consent)                                                                                                                                                                                                                                                         |
| Eviction                                         | A secure tenant can only be evicted from their home if the Council obtains a possession order from the County Court The Council must show evidence that the tenant has breached their tenancy conditions and in certain circumstances, the court consider it reasonable to evict the tenant. | An assured tenant can only be evicted if their landlord obtains a possession order from the County Court. The Housing Association must show that the tenant has breached their tenancy conditions and in certain circumstances the court must consider it reasonable to evict the tenant. |
| Right to repair                                  | Yes – the Council is responsible for repairing                                                                                                                                                                                                                                               | Yes – the Housing Association is responsible                                                                                                                                                                                                                                              |
| Right to be consulted                            | Yes – tenants have a right to be consulted before changes are made in matters of housing management and maintenance that are likely to have a substantial effect on them                                                                                                                     | Yes – tenants have a right to be consulted before changes are made in matters of housing management and maintenance that are likely to have a substantial effect on them                                                                                                                  |