



# Lambeth Tenants Handbook

## Your Tenancy Agreement

# Your tenancy agreement

When you signed your tenancy agreement you entered into a legal contract and became a tenant of Lambeth Council. You also agreed to the tenancy conditions, a document that sets out your rights and responsibilities. The tenancy conditions apply to all tenants.

Keep your tenancy agreement and tenancy conditions in a safe place and refer to them if you have any questions about your tenancy.

If you need another copy of your tenancy conditions, contact your Area Office by phone or email.

## Your tenancy agreement: checklist of do's and don'ts

This is not a complete list of what you should and should not do as a Lambeth tenant. However, committing yourself to this checklist is part of your tenancy conditions.

I agree to do the following:

- TO PAY all my rent on time in advance.
- NOT to harass, or let my family or friends harass anyone.
- NOT to commit or permit any criminal act on or near the property.
- NOT to damage the property and to return it to the council in a good state when I leave.
- Where I have a garden, TO KEEP it tidy.
- TO DISPOSE of my rubbish in the appropriate bins provided.
- TO BE RESPONSIBLE for the good behaviour of my family, friends and visitors in my home, on the estate and local areas.
- TO ENSURE that any pets the Council has given me permission to have are kept in order and do not make a mess, bark or in any other way cause a nuisance, or damage my home or other homes in the vicinity or any part of the estate I live on.
- TO ABIDE BY the parking scheme on my estate and ensure that any vehicle used by me or my household is taxed and insured, unless I produce a valid DVLA acknowledgement or Statutory Off Road Notice (SORN) for the period, which will not exceed six months.

I understand and agree to the conditions listed above and that if I break this agreement the Council has the right to take action to evict me from my home.

Signed: ..... Address: .....

Print name: ..... .....

Date:..... .....

Witnessed by: .....

# Types of tenancy agreements

You are likely have one of the following tenancies:

- Secure tenancy
- Introductory tenancy
- Demoted tenancy

When you sign your tenancy agreement you will be told what type of agreement you have; you can ask us if you are unsure. Your rights and responsibilities as a tenant often depend on your type of tenancy.

## Secure tenancy

Most tenants are secure tenants. Secure tenants have 'security of tenure', which means that your tenancy can only be ended with a court order if we can prove to the court that we have a good reason to evict you.

If you become a secure tenant, you will remain one, so long as:

- The property is your only or main home
- You do not completely sublet your home
- The court does not make an order ending your tenancy

## Introductory tenancy

All new tenants begin as introductory tenants. An introductory tenancy is a trial period and usually lasts 12 months, after which the tenancy automatically becomes secure as long as no problems occur. Few tenancies end in the first 12 months and most tenants complete their trial period successfully. If problems do occur, for example rent arrears or anti-social behaviour, we can extend the introductory tenancy or seek a possession order (see Breaching your Tenancy Agreement.)

Sometimes new tenants become secure tenants straight away, or in less than a year. This may happen if you have been:

- A secure tenant of a different property
- An assured tenant of a registered social landlord
- An introductory tenant of a different property

## Demoted tenancy

You may be given a demoted tenancy if you have a secure tenancy but have behaved in a way that causes a serious nuisance to others. We can ask the court to replace your secure tenancy with a demoted tenancy. Demoted tenants can be evicted much more easily than secure tenants (for more information, see Breaching your Tenancy Agreement.)

## Joint tenancies

Joint tenancies are usually created when two or more people apply for housing together. If your tenancy agreement names more than one tenant, then each tenant named on the tenancy agreement will be a 'joint tenant'. Joint tenants have the same rights and responsibilities, even if they no longer live at the property. For example, each joint tenant is responsible for making sure the whole of the rent is paid, and not just their share of it. If we seek a court order for rent arrears, it is against all the joint tenants.

Either joint tenant can apply for housing benefit or council tax benefit.

If one joint tenant breaks the tenancy agreement and we cannot solve the problem, the other joint tenant/s may need to go to court to deal with the matter.

If one of the joint tenants dies, you must tell us. The tenancy will continue with the remaining tenant/s – this is known as ‘succession’. The remaining tenant/s are responsible for all of the rent and other charges.

Any joint tenant has the right to end the tenancy by giving notice. A notice served by one joint tenant will end the tenancy for everyone, even if the other joint tenant/s do not want the tenancy to end. If a joint tenant wants to leave and give up the tenancy, we encourage them to tell the other joint tenants. We also recommend all the joint tenants get advice from us and from an independent legal service.

If a joint tenant gives notice to end a joint tenancy, we can decide whether to offer the property (or an alternative property) to the remaining joint tenant/s. For more information about this, contact us on 020 7926 6000.

You can apply for other members of your household to become joint tenants with you. We will decide whether to agree to your request.

## Conditions of your tenancy agreement

Only Lambeth Council, as your landlord, has the power to change the conditions of your tenancy agreement. Before any proposed changes can be adopted, by law\* the council must formally seek the views of all secure tenants using a formal consultation process.

Following the consultation process, you will get a letter giving you at least four weeks’ formal notice of any changes. You do not need to sign a new tenancy agreement. If you do not wish to accept the changes, you can end your tenancy and leave your property.

Once the new conditions come into force they apply to all tenancy agreements, including any new tenancy agreement we may grant you in the future. This consultation process does not apply to changing your rent and other service charges. We can change these by giving you at least four weeks’ notice in writing before the changes come into force.

\*The Housing Act 1985 (as amended).

## Breaching your Tenancy Agreement

Breaching your tenancy agreement means failing to keep to its terms and conditions. If you breach your tenancy agreement, you could be made to leave your home. We do not want this to happen and will normally do everything we can to resolve any tenancy problems in other ways.

This section sets out what we may do if a tenant breaks the terms of their tenancy agreement.

## When we may take action

### **Rent arrears**

Most evictions are for rent arrears. If you are finding it difficult to pay your rent, call us on 020 7926 6000 straight away so that we can help. We can check whether you are receiving all your entitlements, for example housing benefit, and arrange a manageable payment plan for the arrears.

### **Anti-social behaviour**

Anti-social behaviour is any behaviour that could cause alarm, harassment or distress to another person. As a tenant, you are responsible for your behaviour and the behaviour of:

- Anyone who lives with you, including your partner, spouse, and children
- Anyone who visits or stays with you
- Any pets belonging to you, or someone living with you or your visitors

Examples of anti-social behaviour include:

- Causing noise and annoyance
- Harassment
- Dangerous dogs
- Vandalising or causing damage to our property, common areas or the estate
- Using your home and neighbourhood for criminal purposes
- Abusing our staff
- Domestic abuse
- Gang membership

Anti-social behaviour is a serious breach of your tenancy agreement. We will not tolerate anti-social behaviour and will make every effort to identify and deal with perpetrators. If we find that you or a member of your household or visitor is responsible for anti-social behaviour, we have the right to end your tenancy.

For more information about how we deal with anti-social behaviour, nuisance and harassment see our 'your safety' section in this handbook.

To report anti-social behaviour, contact us on 020 7926 6000.  
In an emergency always call 999.

### **Illegal subletting**

Illegal subletting is a breach of your tenancy agreement. We regularly check to find out whether tenants are unlawfully subletting their homes. Examples of illegal subletting include:

- Subletting your home to another household, and not living there yourself
- Subletting your home to many people (not of the same household), and not living there yourself
- 'Key selling', where you leave the property and give away the tenancy in return for a one-off lump payment

## **What we may do**

### **Injunctions**

An injunction is a court order requiring a person to do something or stop doing something.

There are three types of injunction:

- Anti-social behaviour injunction – these stop people behaving in ways that may cause nuisance or annoyance to an extent that affects the way the council manages its housing tenancy
- Injunction against unlawful use of premises – these stop someone using or threatening to use their home for an illegal purpose, for example drug dealing or prostitution
- Injunction against breach of the tenancy agreement – these stop behaviour that would breach the terms of the tenancy agreement

When a court grants an injunction, it can attach a power of arrest or exclude someone from a home, if there is violence, the threat of violence or a significant risk of harm to anyone else. This means that if the injunction is broken, the perpetrator could be imprisoned.

Charging costs for damage to our properties and communal areas (recharging)

We will charge you for the cost of repairs and maintenance:

- Where the cause is due to you, your household or your visitors misusing, abusing or accidentally damaging our property
- If we have to do repairs that are your responsibility

You will also have to pay our costs if:

- We have to do work to your garden because you have failed to maintain it to an acceptable standard. If you cannot maintain your garden because you are older or have a disability, please contact your area housing office (contact us for details).
- We have to clear a blockage that you caused (for example by flushing nappies, wipes or other objects down the toilet) or that you could have unblocked yourself. There is a particular issue with people putting wipes down the toilet, if repeated incidents occur, we will take enforcement action.
- We have to correct alterations you have made to your home without our permission or that have not been done to an acceptable standard

We will not charge for items that have failed because of fair wear and tear. We will decide whether to charge, when we are making the repairs.

### **Demotion of a secure tenancy**

If we find that a secure tenant, a member of their household or a visitor to their home is responsible for anti-social behaviour, we can apply to the court for a Demotion Order.

This will end the secure tenancy and replace it with a less secure demoted tenancy. This takes effect from the date specified in the Demotion Order and lasts for at least a year, as a probation period. After this period, provided there have been no further acts of anti-social behaviour, the demoted tenancy will go back to a secure tenancy.

If there are further incidents of anti-social behaviour during a demoted tenancy, the period of probation can be extended or we can seek a Possession Order (see below) to evict the tenant from their home. The court will decide whether to grant a Possession Order on specific information and evidence it receives.

### **Possession Order**

We will end a secure, introductory or demoted tenancy or evict a tenant if the court grants us a Possession Order. A Possession Order will require a tenant to leave their home by a specific date. The circumstances when we can do this are different for each type of tenancy. We will always carefully consider whether to end a tenancy in this way, and will normally do so only as a last resort.

### **Ending secure tenancies**

If we decide to end your tenancy, we will give you 28 days' written notice. This is called a Notice of Intention to Seek Possession and tells you we intend to go to the court to seek possession of your property. After the 28 days' notice period, we can start court proceedings to evict you.

In cases involving nuisance and anti-social behaviour, the Housing Act 1985 (as amended) states that we can serve a Notice of Intention to Seek Possession and start court proceedings immediately.

We can only apply for a court order to end your tenancy for specific reasons, which are set out in the Housing Act 1985 (as amended).

These include:

- Rent arrears
- Breach of tenancy conditions
- Antisocial behaviour
- Using your home for immoral or illegal purposes
- Domestic abuse
- Providing false information
- Property damage or vandalism
- Getting financial gain from a mutual exchange
- Improper behaviour if your tenancy is connected to your place of work
- Your current tenancy was granted because work was being done on your previous home, which is now complete

If your secured tenancy is ended by a court order, in certain circumstances you may be able to apply to the court to start it up again. For more information, seek legal advice.

We will evict tenants who have committed serious anti-social behaviour, domestic abuse or harassment as quickly as possible. We may also ask the court to bring criminal charges against them and make an order allowing us to get back our costs from them.

If a court finds a tenant guilty of this behaviour, we can ask the court to:

- Make an order ending the tenancy, or
- Impose conditions on the tenant which, if breached, will end the tenancy or will allow us to ask the court to end it.

### **Ending introductory and demoted tenancies**

Introductory and demoted tenancies can be ended more quickly than secure tenancies. For example, if you break your tenancy agreement or if we have another good reason, we can seek an order to end your tenancy.

Before we start court proceedings we will give you 28 days' written notice, called a Notice of Possession Proceedings (NPP), which will explain why we want to end your tenancy agreement.

You have a right to ask for us to review our decision to end your tenancy. You must do this within 14 days of us serving the Notice of Possession Proceedings.

If you ask for a review hearing, a different and more senior officer than the one who originally decided to serve the notice will review the case. The purpose of a review hearing is to:

- Ensure that a proper notice has been served
- Consider the evidence the decision was based on, with any further matters you have raised
- Consider whether, in all the circumstances, the case is serious enough to warrant your eviction

You can attend the hearing, or you can write a letter outlining your concerns and the matters you wish to raise. You can seek legal advice and ask witnesses to give evidence for you. At the review hearing, the reviewing officer may decide to uphold or overturn the decision to evict

you. The review should be completed by the date set out in the Notice of Possession Proceedings.

If you do not ask for a review hearing, or if the review officer upholds the decision to end your tenancy, we can then ask the court to make an order ending the tenancy.

## Rights and Responsibilities

### Your Rights

By keeping to the rules of your tenancy agreement and paying your rent you have the right to:

- Security of tenure: this means we cannot evict or move you out of your home without good reason and a court order
- Enjoy your home free from harassment and nuisance
- Get us to do repairs to your property. This is referred to as your 'Right to Repair' (see the repairs section or Tenant Management Organisation repairs service guide for more information)
- Be consulted on important issues that affect your home and services, including new development and modernisation schemes
- Complain if you are not happy with your home or what we are doing (see the complaints section)

This following section sets out your main rights and the housing law that supports it. It does not cover all circumstances. If you want to know more, contact us on 020 7926 6000 and we will do our best to help you.

#### The right to pass your property to another person

Under certain circumstances a tenancy or property can be passed from one person to another. This can sometimes happen when a tenant:

- Dies (succession)
- Assigns their property to another member of their household
- Exchanges their property with another person's property

#### Succession

If a tenant dies and the tenancy passes to another member of the household, this is called 'succession'.

There can only ever be one succession to a tenancy. This means that if you became the tenant of the property on the death of the previous tenant (even if you and the previous tenant were joint tenants), the property will return to the council when you die.

The Localism Act 2011, with effect from 1 April 2012, amended the succession rights of new social housing tenants.

Under this amendment there will only be a statutory right of one succession to a spouse or partner for secure tenancies which commence on or after 1 April 2012. The spouses and partners must have been occupying the home at the time of the tenant's death.

While this excludes other family members living with the tenant at the time of their death, Lambeth's Tenancy Policy (February 2013) extends the right to succeed a tenancy to tenants' children providing they have been living with the tenant for 12 months prior to their death. Therefore if you were granted your tenancy after 1 April 2012, your tenancy can be passed on to your spouse or civil partner, or to your children.

If you have not obtained your tenancy through succession, then when you die your sole tenancy can pass to another qualifying member of your household. To qualify, that person must occupy your property as their only or main home when you die, and must be:

- Your spouse or civil partner
- Your son or daughter who has lived with you during the 12 months immediately before your death

If you die and no one is entitled to succeed your tenancy, your tenancy does not automatically end. It continues as a 'common law' tenancy as part of your estate. When this happens, we will end the tenancy by serving a Notice to Quit on the person dealing with your affairs. Anyone remaining in the property after the tenancy has ended must leave.

We will accept any money we receive from your estate or anyone who remains in the property after the tenancy has been ended as 'use and occupation' charges instead of rent.

If no one has the right to succeed the tenancy, and a member of your household meets one of the conditions below, we can grant that person a tenancy for the property, or another suitable property. The household member must have:

- Been living with you for at least 12 months before your death
- Been caring for you, or
- Accepted responsibility for your dependants.

If the property is not suited to the successor, we will offer suitable alternative accommodation. This may happen if the property:

- Is too big for the successor and their household, or
- Has been adapted to meet the needs of someone with a disability and the adaptations are no longer needed.

For more information on succession and the things we take into account when deciding who can succeed a tenancy, contact us on 020 7926 6000.

## **Assignment**

Assignment is where you transfer your tenancy to a family member. You are not normally allowed to do this while you are still living in your property.

If you are a secure or introductory tenant, you may assign (pass on) your tenancy to a person who would be qualified to succeed your tenancy if you died. You cannot assign your tenancy to friends who live with you. Demoted tenants may not assign their tenancies.

There can only be one succession or assignment, so if a tenant has already succeeded or assigned a tenancy they cannot pass on their tenancy again either by assignment and/or

succession. A spouse, civil partner or member of the family wishing to receive the tenancy by assignment must provide proof that he or she has lived with the tenant for the last 12 months. If we grant an assignment, the new tenant will take on all the rights and responsibilities of the tenancy from the previous tenant.

In certain situations, such as domestic abuse, the court also has the power to assign a tenancy.

### **Exchanging** your property

If you are a secure tenant, you may exchange your tenancy with another secure tenant or an assured tenant of a social landlord. To exchange properties you must get our consent and the consent of the other tenant's landlord before exchange. It is a breach of your tenancy agreement if you receive any financial gain for agreeing to a mutual exchange. The council can refuse consent where you are in breach of your tenancy agreement or the property is not suitable for the person you want to exchange with.

For information on help available if your home becomes overcrowded, or the Transfer incentive Scheme, or if you have more rooms than you need then call us on 020 7926 4200 or visit [www.lambeth.gov.uk/housing](http://www.lambeth.gov.uk/housing)

### **Right to Buy**

If you are a secure tenant, you may be able to buy your home at a discount under the government's Right to Buy scheme. To be eligible for the Right to Buy, you must be a secure tenant and have rented your home from one or more public-sector landlords for a qualifying period – usually five years.

For more information:

Telephone: 020 7926 6000

Visit: <https://housingmanagement.lambeth.gov.uk>

### **Right to Complain**

You have the right to complain if you are not happy with your home or what we are doing. Here are the ways you can do that:

Via an online form: On this [link](#)

Via Telephone: 020 7926 9694

Via email: [complaints@lambeth.gov.uk](mailto:complaints@lambeth.gov.uk)

By writing to us at:

London Borough of Lambeth Council  
PO Box 80771  
London  
SW2 9QQ

### **Housing Ombudsman**

If you have been through all stages of our complaints procedure, and you are still not satisfied with the way we handled your complaint, you can contact the Housing Ombudsman. The Housing Ombudsman is an independent national service that investigates complaints about councils. It would expect you to have gone through all our complaints procedure before you involve the ombudsman. You can contact the Housing Ombudsman on **0300 111 3000** or [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

## **Missed appointments**

If a contractor misses a booked appointment, you are entitled to compensation of up to £20 from the contractor. Contact us as soon as you can to rearrange the appointment and to ask about compensation. The earlier you contact us the sooner we can rearrange for a contractor to visit you, make the repair and compensate you for the missed appointment.

To report a missed appointment: Telephone: 020 7926 6000

## **Right to compensation for improvements**

If you move after making improvements to your property (for which we gave you permission), you may be entitled to compensation. See our Repairs Manual for more information.

## **Right to information and data protection**

By signing your tenancy agreement you agreed to us processing your personal information in line with the Data Protection Act 2018 and GDPR. We process your information for various reasons, including rent collection, housing management, equal-opportunity monitoring, and research.

When we ask you for personal information, we will:

- Tell you why we need it
- Ask only for what we need, and not collect too much or irrelevant information
- Protect it and make sure it is not given to anyone who should not see it
- Let you know if we share it with other organisations, for example to give you better public services (you can say no to us sharing your information)
- Not keep it longer than necessary

To help us keep this information reliable and up to date, we ask you to:

- Give us accurate information
- Tell us as soon as possible if there are any changes, for example in your household or other circumstances

You are entitled to copies of information we hold about you unless:

- The information has been given to us in confidence
- The law prevents us giving it to you

We may charge a fee for providing this information. For more details contact us on 020 7926 6000.

## Your Responsibilities

Alongside your rights as a tenant, you have a number of responsibilities to help ensure you and your neighbours live safely, in a pleasant environment that is free from harassment and unacceptable behaviour. If you do not fulfil your responsibilities, you are breaking the terms of your tenancy agreement.

In this section we list your main responsibilities as a Lambeth tenant.

### **Paying your rent**

You must pay your rent. It is due every Monday one week in advance. There are various ways you can pay your rent – see your finances – paying your rent – for more information. If you are worried about rent arrears, contact us on 020 7926 6000.

### **Paying your rent by direct debit**

Direct Debit is a quick, simple and secure way to pay your rent, and more than 45,000 Lambeth residents already pay their council tax by Direct Debit.

By paying your rent by Direct Debit you can say goodbye to queues, cash, debit cards and rent swipe cards. Direct Debit helps us save money, which we can spend on improving services to you.

How it works

- You complete the direct debit form at [www.lambeth.gov.uk/housing](http://www.lambeth.gov.uk/housing) and choose a preferred payment day – choose the 6th, 16th or 26th day of the month
- We send you direct debit payments each month
- We make sure your direct debit payments are fully protected with our direct debit payment guarantee

Sign up to our safe and secure direct debit rental scheme at [www.lambeth.gov.uk/housing](http://www.lambeth.gov.uk/housing)

### **Applying for housing benefit**

You may be eligible for housing benefit to help with your rent. You are responsible for making the claim and for informing the Housing Benefit office of any changes in your circumstances, such as changes to the people living in your home.

Keeping your home in good order

You are responsible for some repairs inside your home and for keeping your property and garden in good order.

You must report any repair as soon as possible and allow our repair contractors to do any work needed to your home.

For more information see our 'your environment' section, or the Tenant Management Organisation repairs service guide.

## **Safety**

To help keep you, your neighbours and your local community safe you must:

- Not store bottled paraffin, petrol or any other toxic or dangerous materials in your home, garage, store, or in any shared areas such as balconies. Liquid petroleum gas (LPG) can be kept in disposable containers no larger than one litre and designed to British Standards
- Not leave syringes where other residents may come into contact with them
- Not keep any firearm, shotgun, or air-powered weapon (for example an air rifle) in your home without the firearms or shotgun certificate required by law. You must also get our written permission to keep it, which we only give in exceptional circumstances. If we give you permission, you must ensure that the weapon is always secure, and that you comply with all legal requirements and the conditions of our permission. You must never discharge (fire) any firearm, shotgun, rifle, or air weapon in or near your home, or anywhere in the local area
- Dispose of all rubbish and recycling properly, for example in the bins or rubbish chutes provided
- Keep communal areas clear
- Service any gas appliances you have installed, for example a gas cooker

See our 'your safety' section for more information.

If you have condensation or think that you may have asbestos in your home see the Health and Safety section or our Tenant Management Organisation repairs service guide for more information.

## **Acceptable behaviour**

You are responsible for the behaviour of those living with you or visiting your home, including children. You must ensure that you, people in your household or your visitors do not behave in an anti-social way, and this may include hate crime, harassment, domestic abuse, abuse of our staff or being a gang member.

If you or any member of your household is found to have committed serious anti-social behaviour or is convicted of criminal activity in the area near your home, we may consider action to repossess your home.

See our Your Safety section for more information.

To report anti-social behaviour, contact us on 020 7926 6000.  
In an emergency always call 999.

## **CCTV**

You must notify the Council first and seek permission if you are considering installing CCTV on your property. A reason for wishing to install CCTV must be provided. This is so that the council can verify that the CCTV will be used for a lawful purpose and also so that the council is aware that CCTV will be installed on one of our properties. We will not usually withhold permission if the installation is lawful and not in breach of the Tenancy Agreement. However, it is unlikely that we will grant permission to install CCTV in a position that will capture incidental footage. We will discuss with you other suitable solutions before giving permission to install CCTV.

In accordance with the council's Tenancy Agreement, the council does not permit drilling into the property for reasons relating to fire safety. Therefore, CCTV must not be installed in this way.

The installation of CCTV must only be for domestic purposes. This may include improving the safety of an individual residence or the personal security of the individual and their household. The CCTV must be positioned to only survey the boundary of where the individual lives. It must not be used for public space surveillance such as carrying out surveillance of a different property or other persons. The CCTV must not be positioned so that it can survey communal areas / shared spaces / shared facilities. It must not capture any incidental wider coverage.

It must not be used for the purpose of committing anti-social behaviour such as harassment, intimidation, nuisance and annoyance. This is a breach of the terms of the tenancy agreement and will be taken very seriously. The CCTV must comply with the relevant law, it is to be used responsibly and in a way that respects the privacy of other people.

You must take full responsibility for operating and understanding how to use your CCTV and complying with the law. This includes the quality of the CCTV such as being able to identify people, storing the recorded information accurately and the maintenance of the equipment including ongoing checks of its compliance, functionality and whether it is fit for purpose. You should consider after installation whether the CCTV is still needed, on an ongoing basis.

You should allow us to review the CCTV once fitted (or at installation) and periodically, to verify that it is properly installed and is being used for its stated purpose when permission was granted. The council should be able to access the footage on request.

Permission will be rescinded if you are found to be using the CCTV unlawfully and we will request that the CCTV is removed. We may take legal action where required.

Please see the Information Commissioner's Office for further advice on installing CCTV at home: <https://ico.org.uk/your-data-matters/domestic-cctv-systems-guidance-for-people-using-cctv/>

For further advice from the Information Commissioner's Office on using CCTV at your home please visit their website <https://ico.org.uk/your-data-matters/domestic-cctv-systems-guidance-for-people-using-cctv/>

## **Using your property as your only or main home**

You will have security of tenure as long as you occupy your property as your only or main home. If you stop using your property as your main home, or are away for more than six months without letting us know, we may end your tenancy. If you start to live somewhere else you must let us know immediately, even if you intend to return.

If you gain a legal interest in any other residential property, for example you inherit a house; we will assume it will be your main home unless you can show us otherwise.

## **Extended holidays**

If you want to go away for longer than eight weeks, it is a good idea to talk to us first, letting us know:

- How long you are likely to be away
- Your forwarding address
- If you are staying away for longer than you intended, let us know as soon as possible. If you go away without telling us and we find someone else living in your home, we will assume you have illegally sublet the property or given up possession, so we may end your tenancy

If you leave your home unoccupied for more than a few days, you can help protect it by:

- Turning off the main stopcock for the water supply
- Running all hot and cold water taps until the flow of water stops
- Turning off all gas appliances and the immersion heater
- Checking your home is securely locked. This means all windows and doors. If you have windows that allow for ventilation, ensure you lock the windows rather than just putting down the ventilation handle
- Checking that all external doors and windows including skylights are still secured. It's important to check that wooden frames are still solid and not starting to rot. It doesn't matter how good a lock you have – if the framework is not solid, the lock will give easily

If you do turn off the water supply by turning off the stopcock before you go away, make sure you turn it back on when you return. You could leave a note to remind yourself when you return. Do not use the boiler or immersion heater until the stopcock has been turned back on and check that all taps, tanks, cisterns and cylinders are working.

While you are away you are still responsible for paying your rent. You should also arrange to deal with other day-to-day matters concerning your home, for example asking a neighbour to collect your mail. If you want us to accept rent from someone who is not the main tenant/s, you must get our agreement for this in advance.

### **Contents insurance**

We are responsible for repairing and maintaining the building your home is in, but you are responsible for the contents of your home. This means that if there is a fire, flood, storm damage, accident or burglary, you will be responsible for replacing anything that is damaged or missing, such as carpets, furniture, clothing, curtains and your personal belongings, and this can be very costly. We strongly recommend you take out home contents insurance as protection against this.

Farr Insurance offers low-cost home contents insurance designed specifically for our tenants and leaseholders. How much you pay will depend on what you insure and for how much, and your postcode. Payment methods are easy and flexible and can be made once a year; fortnightly or monthly by cash; or monthly by direct debit. All cash payments are made by swipe card via the allpay network; visit [www.allpay.net](http://www.allpay.net) for more information.

For more information about contents insurance call us on 020 7926 6000 or visit

<https://housingmanagement.lambeth.gov.uk>

If you prefer, you can insure the contents of your home using any other insurance company. It is important to include third-party cover, which will cover you if anyone claims against you, for example if you leave a tap running and flood your neighbour's home.

When you must contact us

This section lists the situations where you must contact us to get our permission before going ahead.

### **Subletting**

Subletting is where you let one or more rooms in your home to a sub-tenant, who has sole use of one or more rooms. If you are a secure tenant (not an introductory or demoted tenant) and want to sublet part of your home, you must first get our written permission. We would only refuse permission if subletting would result in your home being overcrowded. A sub-tenant cannot be included on your tenancy agreement.

You must not sublet the whole of your home. If you do, this is 'illegal subletting' and we can end your tenancy. We make regular checks to make sure only the people who should be there are living in our properties (for more information see Breaching your tenancy).

If you sublet part of your home, this may affect your housing benefit entitlements.

For more information on subletting:

Telephone: 020 7926 6000

Taking a lodger into your home

A lodger is someone who lives with you in your home, pays you money for this, and does not have exclusive use of any rooms. They also probably receive some service from you such as laundry or meals. You may allow anyone to lodge in your home, as long as you first get our written permission. We would usually only refuse permission if having a lodger would result in your home being overcrowded. A lodger cannot be included on your tenancy agreement.

If you have a lodger, this may affect your housing benefit entitlements.

For more information on taking a lodger into your home:

Telephone: 020 7926 6000

### **Visitors to your home**

If anyone comes to stay with you for more than four weeks, please let us know so we can record them on our files as an 'authorised occupier'. An authorised occupier is someone who is living with you long-term with our permission.

We may refuse permission for your guest to be an authorised occupier if:

- You are subletting part of your home to them without our permission
- They are causing the property to be overcrowded
- They are not allowed to stay at your home for some other reason, for example anti-social behaviour

If we record someone as an authorised occupier, this does not mean we have granted them any tenancy rights.

### **Decorating your home**

You must keep the inside of your home reasonably well decorated. We will decorate the outside of your property and communal areas of flats and maisonettes from time to time.

If you would like to decorate the outside of your property, you need to get our permission first and show us a plan of how you would like to decorate.

We will repair any of your decorations that our contractors damage when they are carrying out repairs or improvements to your property. Or we may give you a reasonable allowance to do the work instead.

These offers do not apply if the repair work is needed because you have broken the terms of your tenancy by doing work without our permission.

## **Home improvements**

If you want to change the structure or outside of your home, you will need our written permission.

The same rules apply if you want to install a garage, greenhouse, shed, pigeon loft, parking space, driveway, wall, security grille, television aerial or satellite dish.

In certain situations you may be entitled to compensation for improvements you make to your home.

See our Repairs section or Tenant Management Organisation repairs service guide for more information.

You are responsible for maintaining improvements you make to your home. If you make an improvement without first getting our written permission, we may:

- Obtain an order from the court requiring you to put the property back to its previous state
- In very serious cases, obtain an order from the court ending your tenancy
- Return the property to its original state and charge you for the cost of doing this, including the cost of repairing any damage you caused. We will not be responsible for any damage our contractors cause when removing your unauthorised improvements.

## **Installing floor coverings**

Floor coverings are your responsibility. You are required to have adequate coverings to stop or reasonably minimise noise to your neighbours. This means bedrooms and living rooms should usually be fitted with carpets and lino in kitchens.

Wooden or laminate floors can make homes noisy and can result in complaints from your neighbours about noise nuisance. Normally, we will not grant permission for you to fit laminate flooring or sanded floor boards in your home, unless:

- You live on the ground floor
- No one lives beneath you

We recognise that many tenants have laminate flooring installed. If you already have wooden or laminate floors, they can remain as long as we receive no complaints about noise. However, if a neighbour does complain, you will have to try to reduce the noise, for example by laying a rug, carpet or good-quality underlay. If complaints persist, as a last resort we may ask you to remove the flooring.

Certain floorings can make some medical conditions worse. If this applies to you and you want to fit an alternative type of flooring, contact us on 020 7926 6000.

## **Owning a pet**

If you want to keep a pet, it must be suitable for your home and lifestyle and you must get our authorisation beforehand.

For us to grant authorisation, you must meet the following two conditions; i.e. the pet must not be a nuisance and if you have a dog, it must be micro chipped. You will be in breach of your tenancy if you keep a dog without our permission which may result in legal action. According to The Microchipping of Dogs (England) Regulations 2015, it is compulsory for all dogs over the age of eight weeks in England to be fitted with microchips from 6 April 2016.

We will refuse permission for any dog covered by the Dangerous Dogs Act 1991, such as a Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro or any other dog listed under this law.

We will not grant you permission to have more than two dogs, except in very exceptional cases.

You are not allowed to breed dogs commercially or sell any animals from your home.

We will refuse permission if we think your pet will cause a nuisance or be a danger to other residents. We can withdraw our permission for you to keep domestic pets at any time, so it is important to be a responsible owner.

You are responsible for your pets and those owned by your visitors, sub-tenants or lodgers. A dog must wear a collar and tag showing the owner's name and address at all times while in public and must be kept on a lead when on our estates. If they cause damage or a mess, we will charge you for clearing it up and take any other action that we think is necessary to resolve the problem.

For more information on applying for responsible pet ownership and information on local vets who offer discounted rates for microchipping, visit your local area housing office or contact us on 020 7926 6000.

Alternatively, visit Battersea Dogs and Cats home:

Telephone: 020 7622 3626

Visit: [www.battersea.org.uk](http://www.battersea.org.uk)

## **Running a business from home**

If you wish to trade or run a business from your home, you need to get our written permission first.

We will generally grant permission, unless:

- you intend to carry out your trade or business from a garage, shed or shared area at the property
- Your activities will cause a risk to you or anyone else's safety
- You will disturb or cause nuisance to your neighbours, or

- Your activities will break the law or planning or environmental health requirements

We will not normally give permission for businesses or trades that require you to employ staff or install machinery, but we will generally agree to occupations like accounting, freelance writing/ journalism or child-minding. We may withdraw our permission if the business or trade causes a nuisance, or you don't get planning permission for it.

For more about planning and environmental health:

Telephone: 020 7926 1000

Visit: <https://housingmanagement.lambeth.gov.uk>

### **If your household changes**

We want to make sure that your home remains suitable for you and your household. This section tells you more about what we can do if your circumstances or needs change.

### **Support for older residents**

Sheltered housing offers accommodation for older tenants (over 60) and people with disabilities (over 55) enabling them to live independently in their own self-contained flat, with the added security of having someone to call on in emergencies. You must have a clear rent account to qualify for sheltered housing.

For more information about transferring to sheltered housing:

Telephone: 020 7926 6000

Visit: <https://housingmanagement.lambeth.gov.uk>

### **Growing family or overcrowding**

If your household increases so that your home becomes overcrowded, Lambeth Council may have a responsibility to re-house you and your household. This does not apply if your home becomes overcrowded because you have invited extra people to live in your home.

For more information:

Telephone: 020 7926 1000

Visit: <https://housingmanagement.lambeth.gov.uk>

### **Living in a home that is too large for you**

If you are living in a Lambeth Council property with more rooms than you need, or a wheelchair-adapted property that you no longer need, you could benefit from our Transfer Incentive Scheme.

If you qualify for the scheme, you will be given high priority for a move to an area of your choice in Lambeth. We will also pay you for each bedroom you give up when you move to a smaller home, or for giving up a wheelchair-adapted property you no longer need. We will also pay for any removal or connection costs if you move to another home in Lambeth.

For more information about the Transfer Incentive Scheme:

Telephone: 020 7926 6000

### **If you move out**

If you decide you want to end your tenancy, you must give us four weeks' written notice ending on a Monday (this is called a 'Notice to Quit'). You must deliver your Notice to Quit to your local area housing office (see Contact us, for details).

We will trace people who give up their tenancy without giving notice and may take legal action to recover any outstanding rent or repairs charges.

You are responsible for paying your rent and other charges until the end of your notice period.

Any joint tenant has the right to end the tenancy by giving notice. A notice served by one joint tenant will end the tenancy for all tenants.

When your tenancy ends, we will inspect your property before you leave. When you leave you must:

- Make sure that everybody leaves the property
- Leave the property clean and tidy
- Complete any repairs or decorations that are your responsibility
- Leave all fixtures and fittings as they were at the beginning of your tenancy. This includes leaving any improvements that we have authorised, and removing and repairing any unauthorised alterations to return the property to its previous state. We may charge you for our costs if we have to correct any unauthorised alterations or any damage caused. We make allowances for reasonable wear and tear
- Return all keys and fobs (including shed, garage and security door keys) to your local office
- If you keep any keys, we may charge you for locks we have to change
- Return any parking permits

If you fail to do any of these tasks, we will charge you the cost of doing them ourselves. If we cannot rent the property to someone else because you have not done these tasks, you must pay us for any rent we lose.

If you leave anything in the property, we will keep it for one calendar month (unless it is perishable or, in our opinion, it would be too expensive or inconvenient to store), and then sell or dispose of it and charge you any costs for doing so.

If you are transferring to another Lambeth Council property, we may withdraw your transfer offer if you:

- Do not pay all the charges you owe, or to repair any damage in your home that is not the result of fair wear and tear

## Your Rights and Responsibilities

As your managing agent, we have rights and responsibilities that ensure we can manage our properties for the benefit of everybody who lives in them. We have a duty to:

- Maintain the property and surrounding land
- Deal with repairs
- Set and collect rent and service charges
- Tackle anti-social behaviour and other forms of harassment

We have the right to gain access to your home to do repairs, to carry out gas inspections, to deal with pests, or in an emergency. We can also repossess your home, although we can only do this under certain circumstances governed by law, for example if you break your tenancy agreement, see Breaching Your Tenancy agreement for more information.

In some cases, we have the right to end your tenancy and move you out of your home. If we do so, we must find you suitable alternative accommodation that meets the reasonable needs of you and your household. We may do this if:

- Your home is overcrowded
- You need to move out so we can do repairs or improvement work
- Your home is part of a redevelopment scheme
- Your home is linked to a job and we need to give it to another employee
- Your home has been specially designed or adapted for people with disabilities, or is reserved for people with special needs, but no-one in your household needs that type of accommodation and we want to give it to someone who does
- The tenancy passed to you when the previous tenant died, you are not the previous tenant's spouse, and it is too large for your needs

If you are a common law tenant (not a secure, introductory or demoted tenant) we also have the right to end your tenancy by giving you at least four weeks' notice. This would apply to tenants in temporary accommodation, or tenants who lost their

security of tenure by subletting their entire home, breaking the terms of their tenancy agreement.

We also have the right to collect 'use and occupation' charges if you stay in your home after your tenancy has ended (with or without our permission). This is not the same as paying rent, although the amount may be the same.

Our other rights and responsibilities are set out in full in your tenancy agreement and this handbook.