

# Tenants' Handbook



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**Luton**



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# The beginning of your tenancy

## When you move in

After the previous tenant has moved out and before you move into your home we will carry out general repairs and maintenance to make sure that it meets our lettable standard. The amount of work that we have to do depends on the condition of the property when it is handed back to us. We do not include any white goods (fridges, cookers, washing machines etc.) or soft furnishings with our properties, so it will be down to you to supply and maintain them. There are specific loan schemes and charities that offer help to those who are on a low income or may struggle financially to purchase these items.

It is important to move in to your new home within 14 days of the start of your tenancy. If not, we may think that you do not need it or have abandoned the property.

Also, if you are eligible for housing benefit you will not be entitled to it when you are not living in the property.

We want you to be happy and comfortable in your new home. You can decorate and personalise it to make it your own, but you cannot make any changes to the structure, fixtures or fittings without getting our written permission first.

## Shared areas

If you live in a property where you share doors, stairs, gardens or any areas with other people, then this is part of your home. It is your responsibility, along with the other tenants living there, to keep these communal areas secure, clean and tidy. Please note all our internal communal spaces are no smoking areas as this is required by law.

## Visiting you after your tenancy begins

Within the first six weeks of your tenancy starting your housing officer will visit you at home. They will check:

- you have settled in and are not having any difficulties

- all repairs we agreed when you accepted the tenancy have been carried out
- no further repairs are needed
- you understand the conditions of your tenancy
- you don't have any problems paying your rent

## Costs of running a home

There are quite a lot of expenses associated with running a home, which you are responsible for, including:

- Council Tax**
- Gas**
- Electricity**
- Water**
- Telephone**
- TV licence**

## Insurance

There are two types of household insurance policies:

- **buildings insurance** to protect against damage to the structure of your home together with its fixtures and fittings
- **home contents insurance** that protects you against damage or loss of your possessions

We recommend **that you arrange your own home contents insurance**. You need to make sure you have enough cover for your possessions.

Luton Council does not insure your furniture, belongings or decorations against theft, fire, vandalism and burst pipes. You need to take out your own household insurance with this special scheme through Aviva or by making your own arrangements.

By arrangement with Aviva, we are able to offer a scheme that provides insurance cover for our tenants at a competitive rate, which you pay for with your rent. If you are on Housing Benefit this charge will have to be paid separately.

If you wish to apply for the insurance scheme please contact the Rent Income Team on 01582 547346 and ask for our booklet on home contents insurance. We cannot accept any tenants onto the scheme that are in arrears. If you fall into arrears

and are on the scheme then your policy will be cancelled.

The scheme is open to all tenants and leaseholders of Luton Council\*. We cannot guarantee that this scheme provides the cheapest insurance cover available or that it provides the widest cover. You are recommended to seek alternative quotations and choose the best that suits your needs.

\*Subject to satisfactory application form

## Your tenancy

When you signed your tenancy agreement, you made a legally binding contract with us to keep to the terms and accepted the responsibilities of the agreement.

To meet your responsibilities we will expect you to:

- pay the rent
- look after your home
- behave appropriately
- be a responsible householder

**The rest of this section explains your tenancy agreement in more detail.**

### The main parts of your tenancy agreement

Different agreements give you different rights. This part of the handbook highlights the main parts of your tenancy agreement and how they affect you. You need to ensure you are aware of what agreement you have and see what applies to you. If you are unsure, then you should contact your housing officer who will confirm what your agreement says.

### Antisocial behaviour, domestic violence and harassment

There are clauses in your tenancy agreement which commit you to not taking part in antisocial behaviour, including domestic violence and harassment. This is explained in more detail further in the handbook.



### Bedrooms

We allow a bedroom for each:

- married or cohabiting couple
- adult aged 16 years or more
- pair of children aged 0 – 10 years of the same sex
- pair of children aged under 5 years regardless of sex
- in certain circumstances, we may allow tenants to move to larger properties dependent on individual cases.

# What is a good tenant?

## A good tenant

- pays their rent on time
- uses the property as their main home
- keeps the council up to date on who is living in their home
- keeps their home clean and well decorated
- makes sure their home is well ventilated
- keeps their garden neat and tidy
- disposes of their rubbish correctly
- reports repairs quickly to the council
- gives the council access for gas safety checks, repairs and inspections
- looks after any pets they have permission to keep in a responsible way
- will not cause damage to their home or communal areas
- protects their home from damage caused by smoking
- will ensure that you, their visitors or anyone living with you does not cause a nuisance or harass neighbours

- will give at least four weeks' notice in writing if they decide to end their tenancy
- does not sub-let their home

## A good council landlord

- allows you to stay in your home unless you have broken the conditions of your tenancy
- makes sure certain types of repairs are carried out within a reasonable time
- provides you with information about your tenancy
- consults you about any possible substantial change to the housing services or tenancy agreement

## You can expect council staff to:

- be polite and attentive
- carry official identity cards displaying their names and photographs
- be sensitive to your needs and honest about how they can help
- be well informed and trained in their duties
- carry out their work fairly and without discrimination



## Pets and animals

You must obtain our written permission to keep pets.



If you keep a pet, you must:

- always keep it under control
- not allow it to cause a nuisance or danger to any person
- not allow it to damage your property
- not allow it to foul any communal or public area

We receive many complaints from tenants about dogs barking and fouling in shared areas. It is your responsibility to keep your pet under control at all times and to make sure that it does not foul any part of the estate. If your dog does foul the estate, you must clear it up.

## Transferring your tenancy (assignment), lodgers and subletting

You are not allowed to assign your tenancy (transfer your tenancy rights to another person), without our written permission or the permission of a court.

Some tenancies forbid lodgers so you will need to check what your agreement says. Before taking in a lodger you must let us know. **You must not sublet (rent out) your home. This is a criminal offence and is likely to result in you losing your home. You may also end up with a criminal conviction.**

## Using the premises

You must live in the property as your only or main (principle) home and you must not allow any illegal activities to take place in it or from it.

You must get our written permission if you wish to run a business from your property.

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# Your rent

## Rent

You must pay your rent weekly in full and in advance. It is very important to do this, and we will take failure to pay your rent very seriously. This is explained in more detail, further on in the handbook.

## Your rent explained

The rent covers:

- the cost of providing the building
- the cost of maintaining the property
- our management costs
- service charges (where applicable)

It is very important that you pay your rent. If you don't you could lose your home, and would struggle to be rehoused by another local authority or housing association. There is more information about managing your rent further on in this section.

Some properties have a service charge for services provided to your home and not charged for in your rent. These may be things like:

- communal heating
- lighting and cleaning communal areas
- landscape maintenance

All service charges are detailed on your tenancy agreement.

## How to pay your rent

If for any reason you think you will have difficulty in paying your rent, please contact us as soon as possible so we can offer you advice and assistance.

If you miss a payment, your account will be in arrears and we will act in accordance with our Rent Arrears policy.

Below is a list of ways in which you can make payments.

**Direct Debit** – please contact our rents department and ask for a direct debit form if you do not already have one. Please phone 01582 546110.

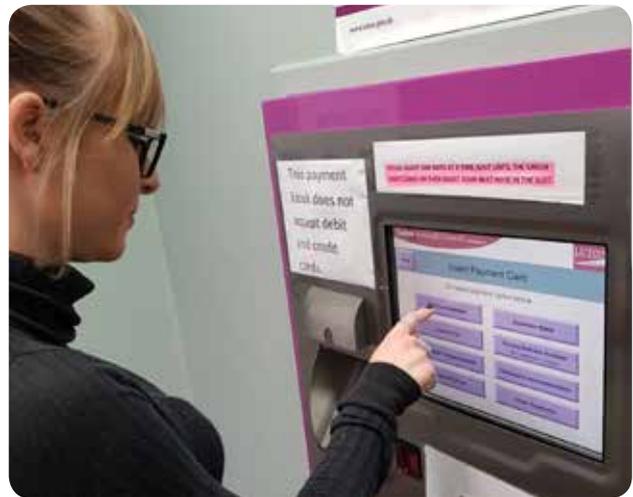
**Post Office or Pay Point outlets** – we will issue a rent payment card on request to let you pay at any post office or outlet showing the “Pay Zone” and “Pay Point” signs. Payments will normally take 3 days to reach your account.



**Internet banking** – if you bank online, you can set up either a standing order or a one off payment. Please quote your tenant reference or along with your address, as the reference.

**Debit/credit card** – you can pay your rent by debit or credit card via [www.luton.gov.uk/payit](http://www.luton.gov.uk/payit)

**Town Hall payment** – you can pay using our self service kiosks in the Customer Services Department, inside the Town Hall. Staff will help you use the kiosks if required.



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# Please note that if you do not pay your rent this can lead to you being evicted from your home.

## Housing benefit and universal credit

Housing benefit is available from the Council for all eligible tenants to help with rent payments if you are on a low income, unemployed or receive certain benefits.

You are responsible for making a claim to the housing benefit department and checking that payments are proceeding as they should. In most cases, housing benefit is paid every four weeks in arrears. This means you will need to make additional payments to clear the arrears. If you are entitled to only partial housing benefit you must pay the rest of your rent in advance.

A new benefit system has been introduced called universal credit. This brings together a range of benefits including housing benefit and will be administered by the Department for Work and Pensions. This will initially only apply to new claimants, although over time be introduced to all benefit claimants. This will be paid monthly in arrears directly to the claimant. It will therefore be the resident's responsibility to make sure the rent is paid in full and on on time.



## Repairs and Tenants responsibilities

You have a responsibility to keep your home in good condition by:

- keeping it clean and tidy and well decorated both inside and outside
- keeping the garden and dividing fences, walls and hedges in good condition
- putting your rubbish out regularly and securely, on the day of the bin collection
- parking considerately
- repairing, at your own cost, any damage caused by you, your family or visitors
- reporting all repairs promptly
- only making alterations with our permission

### Your responsibilities

You are responsible for repairing any fixtures and fittings that you install. There are also some minor repairs and problems that are your responsibility.

These include (but may not be limited to):

- blocked drains and toilets
- replacing lost keys
- damage caused by your appliances (such as a washing machine)
- replacing tap washers, toilet seats, fuses, bath and sink plugs, and light bulbs
- fixing loose or broken door handles on inside doors
- replacing loose floor tiles and ceramic wall tiles
- replacing damaged internal doors

For further information regarding repairs, and your responsibilities, please refer to your Repairs Handbook.



## Areas or issues outside of your home

We always aim to make sure that the shared areas of your home and any gardens that we are responsible for are maintained to a high standard. We want your home to be a nice place to live.

### How do I know if I should be receiving this service?

Many of our tenants who live in flats or communal block receive a cleaning or gardening service (or both) from us. If you are entitled to receive this service you will already be paying a service charge for this on top of your weekly rent.

### Abandoned vehicles

We will deal with suspected abandoned vehicles if they are left on council land, you can report to the environmental protection team on **01582 394181**. If the vehicle is on a public highway, then it will be down to our highways department to investigate. Contact them on **01582 546047**.

### Estate and Flat block inspections

The concierge and inspections team will carry out routine estate inspections, including communal blocks, gardens and garage sites. These help to:

- identify repairs that need to be done in shared areas
- make sure there are no health and safety issues
- generally make sure that the area is being looked after and cleaned to a satisfactory standard

If however, you have any issues that you feel require urgent attention, please report these directly to your area's concierge and inspections officer. Larger inspections are carried out yearly by members of the Tenant Participation Team, BTS, Street Services and Tenant Area Representatives.



### Bulk refuse

If you have any large items of furniture or domestic appliances (for example beds, fridges or wardrobes) that you want to get rid of, you should contact our customer service centre on **01582 546863**, which will arrange collection of the items at a small cost. Do not use shared areas of your property for storing personal items. If we find personal belongings stored in shared areas the items may be removed and disposed of.



## Garages

We have a number of garages that are available for letting to both our tenants and non-residents. There is usually a waiting list and priority will be given to our tenants.



## Graffiti

We will remove offensive or obscene graffiti within 24 hours of being told about it and 7 days for all other graffiti. You can report graffiti by contacting the customer service centre on **01582 510330**.



## Parking

If your property does not have its own driveway, and you own a vehicle which you park in a bay we have provided, you must make sure it is roadworthy, properly taxed, licensed and insured.

You must not park commercial vehicles, caravans, boats and trailers on any of our properties.

You must also not:

- park in places that are not authorised spaces
- block roadways, access areas, footpaths or cause any other obstruction
- attempt to “reserve” or block parking spaces

Action may be taken against tenants who continually park inconsiderately on council land.

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# Antisocial behaviour and domestic violence

When you signed your tenancy, you agreed that you, members of your household and/or visitors and guests would behave in a responsible way and respect other tenants and residents in your local area.

We will consider action if you or members of your household, visitors or guests do not behave appropriately i.e. cause nuisance, act in an antisocial manner or are involved in criminal activity.

Unacceptable behaviour includes:

- harassment/nuisance towards other residents
- drug dealing
- dumping rubbish
- shouting, swearing, offensive gestures etc
- creating excessive noise
- using parking areas for non authorised use
- allowing pets to be a nuisance
- criminal activity in the vicinity

- domestic violence
- abuse towards staff or contractors
- any other behaviour that causes or is likely to cause nuisance or annoyance.

We want to prevent unacceptable behaviour, nuisance, anti social behaviour and/or criminal behaviour. If you feel that you are suffering as a result of this type of behaviour you should report it to your housing officer or antisocial behaviour officer and we will work with you, and if appropriate, other agencies to resolve the problem. If appropriate, you should always report issues to the police on either 101 or in the case of an emergency 999. It is important to note that noise nuisance is dealt with initially by the Environmental Protection Team and this can be reported by dialling **01582 510330**.

There are not always instant solutions but we do have a procedure for dealing with situations as they happen. It is also important to note that any legal action we take against your tenancy is civil.

Once we have been informed of an issue there are

a number of different approaches we may take and these could involve your and other agencies. Any safeguarding concerns for either an adult or children will be reported through to social services and the police if appropriate. Some of the tools we have to assist are listed below. This list is not exhaustive but the relevant allocated officer should keep you updated on any action they are proposing to take:

- mediation
- acceptable behaviour contracts (ABC's)
- antisocial behaviour injunctions
- notices of seeking possession
- possession action to evict the tenant
- closure orders
- community protection notices (CPN's)

It is important to note that each case is different and in some cases we may consider supportive solutions rather than enforcement. If you require any further information on any of the above please do not hesitate to contact your housing officer.



# Who do I contact?

From time to time, issues may arise and you may wish to speak to someone from the Council about it, without having to wait on hold, or make numerous calls to numerous departments.

Below is a list of useful numbers. On the next page is a chart, showing you which department you should contact for each issue.

**Housing Service:** 01582 546165

**Street cleansing:** 01582 510333

**Building and technical services (BTS):** 0800 0147 333

**Customer services:** 01582 546000

**Pay My Rent:** 01582 546110

**Allocations:** 01582 546958

**Mutual exchanges:** 01582 546165

**Right to buy:** 01582 547346

You can also report issues relating to repairs and street cleansing online at [www.luton.gov.uk/pages/report-it](http://www.luton.gov.uk/pages/report-it)



# Reporting housing related issues



# Exchanges and ending your tenancy

If for any reason, you wish to move property, or find that your property is no longer suited to your needs, then you may wish to consider the following:

Mutual exchange (house swap) - when two or more tenants, housing association or local authority, swap homes by legally assigning their tenancies to each other.

Transfer – when you move to another council property.

Each transfer request is dealt with on an individual basis. Please contact your housing officer if you are considering either of these options.

## Ending your tenancy

To end your tenancy you need to:

- give four weeks notice, either by letter or email
- allow access for a property inspection before your tenancy ends. We will tell you if you need to do any repairs or reinstate alterations, before you move out
- repair any damage you are responsible for – please note that you will be recharged for any repairs that are considered to be your responsibility
- remove all your belongings and rubbish from the property and garden, removing sheds, greenhouses and filling ponds
- ensure your rent account is up to date
- inform the Council Tax office and Housing Benefit office that you are moving
- arrange to return all the keys and sign a disclaimer, to confirm you have left the property

## When Luton Council may end your tenancy

The Housing Act 1985 and the Housing Act 1996 detail the situations when a secure or introductory assured tenancy may be terminated.

### The main reasons are:

- not paying your rent
- breaking the conditions of your tenancy
- causing damage to the property
- being involved in antisocial behaviour
- death of the tenant
- not living in your home

If we want to end your tenancy we will serve a notice to quit (NTQ) or notice of seeking possession (NOSP). If you do not leave we will apply to the County Court for a possession order. It is important that you contact your housing officer as soon as you receive either of these notices.

Some Luton residents have found it quicker and more affordable to get their own housing by moving to another council or housing association in another area.

You can do this via Homefinder

[http://www.homeconnections.org.uk/BEDS\\_HF](http://www.homeconnections.org.uk/BEDS_HF)



# How to get involved

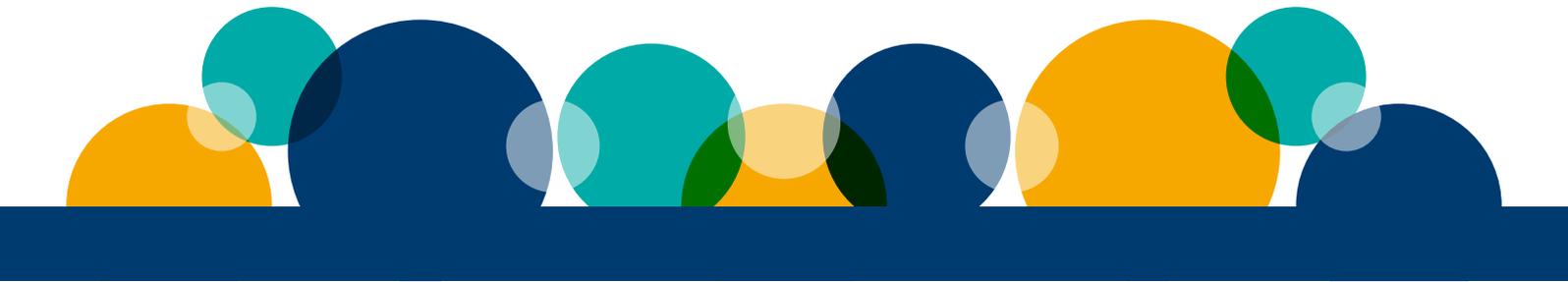


We welcome and encourage tenants to get involved in the way we work, in managing their homes and the neighbourhood where they live. There are many ways and opportunities for you to have your say and influence decisions that are taken.

Some of the ways you can get involved include:

- joining a Tenants and Residents' Association (TARA) - or helping to set one up
- joining a focus group for tenants interested in a particular area
- attending estate inspections and contributing to community strategies
- emailing us with your ideas at [TenantParticipationTeam@luton.gov.uk](mailto:TenantParticipationTeam@luton.gov.uk)
- visiting our website from time to time, to learn about the different activities that will be happening at [www.luton.gov.uk/tp](http://www.luton.gov.uk/tp)
- completing phone and postal surveys and/or questionnaires
- contacting us to keep us informed of activities that you want to see taking place or would like help with
- joining our Facebook page





-  01582 546695/547085
-  [TenantsParticipationTeam@luton.gov.uk](mailto:TenantsParticipationTeam@luton.gov.uk)
-  [www.luton.gov.uk/tp](http://www.luton.gov.uk/tp)
-  @lutontp
-  lutontp

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