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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 quickly at 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 arrange buildings insurance but **you need to arrange your own home contents insurance.** You need to make sure you have enough cover for your possessions.
Your tenancy

The property you are moving into offers you a home as long as you meet your responsibilities as a tenant.

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.

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.

Ending your tenancy

You must give a least four weeks’ notice when you wish to end your tenancy. In certain circumstances, it may be possible for your tenancy to pass to another member of your family. Different tenancies have different rights so you need to check what your agreement says.

You may be able to apply for a transfer or a mutual exchange.

Pets and animals

You must obtain our written permission to keep pets. We do not allow pets in high rise blocks.

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 our property
- not allow it to foul any communal or public area

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.
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.

Relationship break ups
When a couple decide they can no longer live together, a decision has to be made about their shared home. If you and your partner are joint tenants and you can’t agree who should keep the tenancy, you must apply to the County Court for an adjustment order. Please note there will be a financial cost involved in this process.

If your marriage ends
During divorce proceedings, a husband and wife have equal rights to their marital home until a property settlement order is made. This is the case whether the tenancy is in joint names or in the name of only one partner.

If you are not married:
Joint tenants
Joint tenants each have an equal right to their home. The County Court should order them to transfer the tenancy to their partner for good if that partner has custody of any children.

One tenant
If the tenancy is held by one person, and the couple have no children, that person can apply to the County Court and force their partner to leave. However, if the partner has any children, the court may order the tenancy to be transferred to them.

Rent
You must pay your rent monthly 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.

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.
Your rent

Your rent explained
The rent covers:
- the cost of providing the building
- the cost of maintaining the property
- our management costs
- service charges

It is very important that you pay your rent. In some situations you could lose your home, and possibly struggle to be rehoused by another local authority or housing association. There is more information about managing your rent further on in this section.

Service charges
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
In addition to your rent, 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.

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.

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 leaseholder number 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

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.
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 tenants to help with rent payments if you are on a low income or unemployed.

You need to make a claim to the housing benefit department and make sure that they are paying. 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 time.

**Living in your home**

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 belong to you. There are also some minor repairs and problems that are your responsibility.

These include (but may not be limited to):

- blocked drains and toilets if you caused the blockage
- 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

Condensation and mould

Most reports of dampness are actually condensation. This is caused when moisture carried by warm air reaches a cold surface and makes the surface damp. Condensation can cause damage to decorations, floor coverings, clothes and bedding. You can limit condensation and mould growth by producing less moisture. Try to reduce the amount of water in the air by:

- using heating systems according to their design recommendations
- keeping lids on saucepans
- opening windows for ventilation

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.

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, they should be reported 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 on 01582 546047.

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. You should only use your garage to store a vehicle, unless we give you written permission to store other things in it.

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.

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.

Estate inspections
Your housing officer 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 housing officer. Larger inspections are carried out yearly by members of the Tenant Participation Team, BTS, Street Services and Tenant Area Representatives.

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 unless you have our written permission.

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.
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 harassment, alarm or distress.

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 to the police on either 101 or in the case of an emergency 999 as well as ourselves. 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 in the more serious cases any legal action we take is civil.

Antisocial behaviour and domestic violence
and therefore the burden of proof is probability, which differs from criminal action. We can also use hearsay statements which mean we can take statements from residents about any issues and these residents can remain anonymous.

Once we have been informed of an issue there are a number of different approaches we may take and these could involve yourself 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
- tenancy demotions
- possession action to evict the tenant.
- closure orders
- dispersal powers
- public space protection orders (PSPO’s)
- 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 or antisocial behaviour 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
- **Rents and income:** 01582 547982
- **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

Is this issue regarding ASB against you or a member of your household?

YES

Contact housing support on 01582 546165 and ask for the ASB officer for your area

NO

Is this an issue about repairs?

YES

Contact BTS directly on 0800 0147333

NO

Is your issue about litter on fly-tipping

YES

Contact street services on 01582 546842

NO

Is your issue related to your tenancy and/or property

YES

Contact housing support on 01582 546165

NO

Contact customer services on 01582 546000
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
- visiting our website from time to time, to learn about the different activities that will be happening at 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
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 as an individual case. 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 1988 details the situations when an 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.