

# The tenants' guide

Information for Camden Council tenants



# Welcome to your new home

We hope you find this guide useful.

If there are any questions about your tenancy which are not covered in this guide, please call us on **020 7974 4444** and our customer service advisers will either deal with your enquiry or transfer you to the right person if you need more specialist advice.

From time to time, our services may change. This could be because we are improving the way we do things or because the government introduces changes which we must comply with. For example, during 2015 we plan to update our tenancy conditions and our information on repairs. It's always a good idea to check our website **[camden.gov.uk](http://camden.gov.uk)** for the latest information about our services, or call us on **020 7974 4444**.



# Contents

	Chapter
How to contact Camden and other useful information	1
Introductory tenancies	2
Your rent	3
Welfare benefits and help with finding work and training	4
Extra support for tenants	5
Security and safety	6
Gas, electricity, water and saving energy	7
Parking on your estate	8
Taking part and being involved	9
Harassment and domestic violence	10
Nuisance	11
Housing repairs	12
When a tenant dies or moves out	13
Lodgers and subletting	14
Your tenancy conditions	15



# How to contact Camden and other useful information

How to contact Camden	7
Support to access council services	8
The Camden account	9
Tenancy fraud	10
Complaints	10
Independent advice agencies	11
Credit Union	11



# How to contact Camden

## By phone

You can contact us by phone Monday to Friday, 8am to 6pm.

Phone: **020 7974 4444**

Text phone: **020 7974 6866**

You can also use these numbers for emergencies outside office hours

## Online

Many of our services are offered online at **camden.gov.uk**

## In person

You can access many services in person from Monday to Friday, 9am to 5pm at:

**Contact Camden reception**  
**5 Pancras Square**  
**London N1 4AG**

Services available include:

- tenancy matters
- council tax
- housing rents
- housing advice
- housing benefits

We advise you to book an appointment in advance. If you need to see someone with specialist knowledge about a particular service, you may wish to phone first on **020 7974 4444**. We may be able to help you over the phone, or you can book an appointment which may save you having to queue and wait.



# Support to access council services

If you need extra help to contact us or access our services, see the summary below or visit **[camden.gov.uk/accessibility](https://camden.gov.uk/accessibility)**.

## British Sign Language (BSL) subtitled videos

These cover eight of our most popular services, including housing, and are available at **[camden.gov.uk/accessibility](https://camden.gov.uk/accessibility)**.

## BSL translation

You can speak to us using an online BSL interpreter who will communicate with you over a webcam. Available at Contact Camden, registrars, Camden libraries and children's centres.

## BSL translation service on our website

Contact us through a BSL interpreter online from Monday to Friday, 9am to 5pm. Just click on the BSL logo symbol on any of our webpages to get connected .

## Face-to-face translation

We provide a face-to-face BSL interpreter (book in advance).

## Visually impaired residents

Some Camden libraries have computers which allow customers to hear the information on the website or read it in a larger font.

We can also translate documents and letters into audio format or Braille.

## Texmee app, and Texbox on the website and minicom

Deaf and hard of hearing customers can contact us on their smart phone by downloading the Texmee app, or by visiting **[camden.gov.uk/accessibility](https://camden.gov.uk/accessibility)**. You can also use minicom by calling **020 7974 6866**.

## The Camden Account

The Camden Account allows you to manage some services on line, in one place and with one log in. You can

- report a repair
- pay rent and view bills
- view housing benefit claims and payments
- pay and manage council tax bills
- apply for parking permits and purchase visitor parking permits
- check bin collection days
- report a missed bin collection
- request new recycling equipment.

To register, go to **[camden.gov.uk/camdenaccount](https://camden.gov.uk/camdenaccount)**. We will then send you an email to confirm that your account is set up.

To use housing services, you will need your payment reference number. For council tax services, you will need your council tax account reference.

# Tenancy fraud

If you think a Council property has been abandoned or has people living in it who are not the tenants, you can report this in the following ways:

- complete the form on line at **camden.gov.uk**
- send an email to **tenancyfraud@camden.gov.uk**
- phone **020 7974 5848** and leave a message (anonymously if you wish).

# Complaints

We aim to resolve complaints locally and quickly, but if you wish to make a formal complaint about a housing service you can do this in the following ways:

- contact the manager of the service you are not happy with
- complete the online form at **camden.gov.uk**

If you need help in reporting your complaint, please call us on **020 7974 4444**.

# Independent advice agencies

You can contact us about any matter concerning your tenancy and we will do our best to help you. Tenants wishing to seek independent advice may find the following contact details useful:

## **Camden Citizens Advice Bureau**

0844 856 3700  
camdencabservice.org.uk

## **Camden Community**

Law Centre  
020 7284 6510  
cclc.org.uk

## **Mary Ward Legal Centre**

020 7831 7079  
marywardlegal.org.uk

## **Age UK Camden**

Advice for people over 50  
020 7239 0400  
ageukcamden.org.uk

# Credit Union

A credit union is an organisation which offers financial services to local people but does not make a profit. As a Camden resident you can join the London Mutual Credit Union. They charge less interest than payday or doorstep lenders and there are no hidden fees or penalties.

London Mutual Credit Union is independent and not part of Camden council.

Find out more at **[www.creditunion.co.uk](http://www.creditunion.co.uk)** or

## **Camden London Mutual Credit Union**

347 Royal College Street  
London. NW1 9QS  
Open Monday-Friday 9.30am - 4.30pm



# Introductory tenancies

What is an introductory tenancy?	<b>15</b>
How to get a secure tenancy	<b>16</b>
What is the difference between the rights of secure and introductory tenants?	<b>16</b>
What if you don't agree with our decision to end or extend your introductory tenancy?	<b>17</b>
Help with your tenancy	<b>18</b>



# What is an introductory tenancy?

If you are joining Camden Council as a new tenant, you will be an 'introductory tenant' for at least the first year.

An introductory tenancy is a trial period before you become a secure tenant. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily if they break their tenancy conditions.

This doesn't apply to you if you are already a council or housing association tenant who has a secure or assured tenancy, and you are moving from one home to another.

However, it will apply if there has been a gap between the end of your old tenancy and the start of your new one. If you are not sure about what kind of tenancy you have, you can phone us for advice on **020 7974 4444**.

The Council can add an extra six months to an introductory tenancy. This may happen if any of the tenancy conditions have been broken.



# How to get a secure tenancy

Your introductory tenancy will automatically become a secure tenancy one year after the date it began, unless we have started legal action to end your tenancy or we have extended your trial period.

If we extend your introductory tenancy to 18 months we will write and tell you.

## What is the difference between the rights of secure and introductory tenants?

Secure tenants also have to keep to their tenancy conditions but they have more security and more rights. If we want to repossess a secure tenancy we must prove a legal 'ground' or reason for possession, and in most cases have to show that it is reasonable to repossess the property.

To repossess an introductory tenancy we only have to show that we have followed the correct procedure.

Secure tenants also have the legal rights to:

- exchange homes
- sub-let part of their home
- improve their home
- buy their home after five years
- take in lodgers.

Introductory tenants do not have these legal rights, but our tenancy conditions say that we will consider requests from disabled introductory tenants for a carer to live with them.

Chapter 14, your tenancy, sets out the tenancy conditions for introductory and secure tenants. It is important that you read this chapter or ask someone to explain it to you. The responsibilities of introductory and secure tenants are the same.

If we decide to end an introductory tenancy We will write to you and warn you before we take legal action to end your tenancy. We will send you a 'notice of possession proceedings' which will explain our reasons for ending your tenancy.

We will also tell you the date we can start court action to evict you. We cannot evict you without a court order and we have to show the court that we have followed the correct procedure.

## What if you don't agree with our decision to end or extend your introductory tenancy?

When we send you a notice of possession proceedings, we must also tell you that you have a right to ask for the decision to be reviewed. If you ask for a review you also have a right to be at the review and speak or ask questions. You also have the right to have someone with you to represent you.

You have to tell us whether you want to take up these rights within 14 days of receiving our notice. If we want to extend your introductory tenancy for an extra six months, we must send you a 'notice of extension' explaining our reasons. You also have a right to ask for this decision to be reviewed.

# Help with your tenancy

Let us know if you are having problems with your tenancy.

We will give you advice and can tell you about agencies that can give you more advice and help, or we can refer you to them.

# Your rent

What does your rent pay for?	21
How to pay your rent	21
If you have a low income	24
Housing Benefit	25
Rent charges and statements	25
Do you owe rent?	26
Paying for a garage, car space, shed or insurance	27
Other bills	28

To set up a direct debit to pay your rent call **020 7974 4444**.



# What does your rent pay for?

We use your rent to pay for the housing services you receive such as repairs and caretaking. It is important that everyone pays their rent on time because every pound we don't collect is one pound less to spend on services.

Your rent is due every Monday in advance unless you make different arrangements with the rent service. The amount you pay each week may also include a service charge and a charge for water rates, insurance, heating and hot water, and a garage or shed if you rent one.

These separate amounts (which make up the weekly amount we charge you) are shown on the notification we send you. When you sign a new tenancy we give you a temporary swipe card. We will send you a permanent swipe card soon after you move in. This will have your name and rent account number on.

## How to pay your rent

There are several ways to pay your rent:

### By direct debit

If you have a bank account this is the easiest way to pay and the cheapest way for the us to receive your payments. Call us on **020 7974 4444** for a direct debit form. Direct debits are paid monthly, and you can choose to pay on either the 15th or 28th of the month.

We hope to have more date options in the near future. If you pay by direct debit your payments change automatically when your charges do.

This means it is important to tell us if your circumstances change, for example, if you stop working. If you already owe

rent, an additional direct debit needs to be set up to pay your arrears unless you pay the outstanding sum in full before your direct debit starts.

**Make sure you have sufficient funds in your account when the direct debit is due. Some banks will charge you a fee if there is not enough money in your account to pay the rent.**

## Online

It is easy, quick and secure to make an online payment at **camden.gov.uk**. You can pay with any major credit or debit card. Visit **camden.gov.uk/payment** and follow the instructions on the screen. You will need your reference number, which is on your swipe card.

You can also check your balance and download a rent statement by creating a secure online Camden account.

You may wish to let us have your email and mobile number details for current and future rent-related communications such as payment reminders and confirmation of repayment agreements. We aim to automate our services as much as is practicable. Please call Contact Camden on **020 7974 4444** if you would like to take early advantage of this.

## By phone

Phone the payments line **020 7974 6104**, which is available 24 hours a day, seven days a week. You can pay with any major credit or debit card. You will need your reference number, which is on your swipe card.

## By electronic bank transfer (BACS or CHAPS)

These are both easy ways of transferring money electronically. BACS is free but your payment may take several days to reach us. CHAPS is a quicker system, but your bank may charge for this service. To pay by electronic bank transfer contact your bank and quote the following:

**Account name:** LB Camden Rents Account

**Sort code:** 50-30-03

**Account number:** 24312827

**Bank name:** National Westminster Bank

**Branch name:** Hampstead Village Branch

## At any shop or outlet with the 'Paypoint' sign

Take your swipe card with you. You will usually have to pay by cash and you will get a receipt for your payment. Make cheques payable to London Borough of Camden (rents).

## At the post office

You can pay your rent at any post office. Take your swipe card with you and the post office will give you a receipt for your payment. If you pay by cheque, make the cheque payable to Post Office Ltd.

If you pay at the post office it will take several days before the payment goes into your rent account. During this time, it may look as if you are behind with your rent payments.

## At any bank

If you pay your cheque in at a bank, make it payable to London Borough of Camden (rents). It will take several days before the payment goes into your rent account. You cannot use your swipe card in a bank.



## By standing order

To arrange a monthly standing order for your rent, ask us for a standing order form which you should send to your bank.

Please ensure that you enter your seven digit rent account reference (shown on the bottom right hand corner of your rent card).

The bank will take the same amount from your account each month and pay it direct to us. Your bank may make a charge for this service. Your rent must be paid in advance, so contact us to check the correct date to start your standing order.

If your rent changes, we will write and tell you. It is important that you tell your bank the new amount. If you do not do this, the bank will continue to pay the old amount and you risk falling behind with your rent. Please tell us if you cancel your standing order.

## Direct from your wages

If you work for Camden, you can have your rent taken straight from your wages. Ask the rent service about this.

## If you have a low income

If you receive benefits you may not have to pay any rent, but you must still claim housing benefit. You will still have to pay any charges for water rates, heating, hot water, insurance or a garage or shed. If you work and have a low income, possibly because you work part-time, you may still be able to get housing benefit.

# Housing benefit

Housing benefit could mean pounds off your rent. Many people who could get benefit miss out because they think they will not qualify and don't bother to claim. For example, child benefit does not count as income and you may qualify even if you have savings.

Never delay applying or reapplying for housing benefit as the government's rules on backdating it are very strict.

To make an application for housing benefit, fill in the form online at **camden.gov.uk/housing** and follow the link 'apply online'. The online form guides you through the questions and has helpful notes about filling in the form. At the end of the form you can choose to:

- submit the form online and visit us to show us your documents
- submit the form online and post the documents to us.

If you have any queries about housing benefit, phone us on **020 7974 4444**.

## Rent charges and statements

### Changes in charges

We will write to you at least four weeks before your rent or heating charges are due to change. The changes in your weekly charge are shown on the notification slip we send to you. You should keep this.

## Rent statements

We will send you a rent statement every three months. This tells you the account balance, lists the charges due and gives the amount you have paid for the last three months. When you read your statements, please remember that some payments are not credited to your account the same week you make them. You can also view your account statement and charges on line at **camden.gov.uk**

## Do you owe rent?

Sometimes people find it hard to keep up with rent payments because they are ill, unemployed or have personal problems. If you have problems paying your rent, the rent service team can help you. This may include advice on benefits, debts or any other issues making it hard for you to cope financially. We have a responsibility to collect rent but we will treat tenants sympathetically.

## What you should do

The important thing is to tell the rent service or get advice before the debt gets too large.

Your first step should be to contact us on **020 7974 4444**.

We can make an appointment for you to speak to someone in person if you wish. You may also contact the rent service by email at **rentservice@camden.gov.uk**.

You should also check if you can claim housing benefit by asking the rent service or the benefits service. They can provide you with advice on the benefits you may be able to get.

## What we will do

The rent service usually contacts you if you are more than one or two weeks behind with your rent. If this happens, you should pay what you owe straight away. If you do not, and if the amount continues to grow, a rent service officer will arrange an interview with you at home or at one of our offices. You will be asked to settle your debt, either by paying it in one go or by paying weekly or monthly instalments on top of your rent. If you contact the rent service and make an arrangement to pay the rent, we will not usually take court action.

## Court action

If you do not contact the rent service, or do not keep to the agreement you have made to pay the rent, we may take court action against you.

If we take court action, we will always offer to meet you first to explain what will happen and what your rights are. The next step will then be to serve you with a 'notice of intent to seek possession'. This notice tells you the amount of rent you owe and gives you four weeks' warning that we may apply to the county court for a possession order. A possession order gives us the right to end your tenancy, and means you could lose the right to live in your home. Going to court could also mean that you have to pay large court costs and it may affect your chances of getting credit in the future.

## Paying for a garage, car space, shed or insurance

If you rent a council garage, car space or shed, or join our household contents insurance scheme, you must keep your payments up to date. If you get behind you must contact the rent service straight away.

If you do not bring your account up to date, we will write to you, giving you notice that we are taking your garage, car space or shed away, or ending your insurance cover, until you have paid off all your debt.

## Other bills

If you have trouble paying any of your bills, you can get advice from a citizens' advice bureau or other advice centre. Details are listed in chapter one of this guide. Or you can contact the rent service on **020 7974 4444**. Electricity and gas companies run schemes which let you spread the cost of bills. You can get more details of these schemes from your electricity and gas suppliers.

## Welfare benefits

The Council has a welfare rights service which can give you information and advice about welfare benefits. The team offers a benefits check to all new tenants. We may also refer you to the team for advice and help with benefits if you:

- are having problems paying your rent and are in danger of losing your home; or
- find it difficult to deal with benefit matters and need help with this.

We give priority to tenants who need more support. Your housing officer or other council staff can refer you.

If you think you may benefit from this service, ask your housing officer or the rent service for more information. See the next chapter for more information about the team.

# Welfare benefits and help with finding work and training

What the housing welfare rights team does	31
Welfare benefits advice	31
Debt advice	32
Help with finding work and training	33
How to get advice	34

# Housing Benefit and/or

Please return this form and  
all documents to:

Benefits Service  
London Borough of Camden  
Town Hall  
Aldgate Street  
London  
EC3A 9DU

Information

5950

Our telephone lines are open  
9.00am to 5.00pm.  
Email: [benefits@camden.gov.uk](mailto:benefits@camden.gov.uk)  
Website: [www.camden.gov.uk/benefits](http://www.camden.gov.uk/benefits)

**For office use only:**  
Date we received a request:

Issue date:

**Reason**

Customer Letter ☐

Request on behalf of customer:

Claim no:

Teleph

# What the team does

The welfare rights team provides specialist welfare benefits advice, including representation at Tribunal. We aim to help maximise tenants' incomes and help prevent people getting into rent arrears.

If you or a family member have support needs and live in temporary or permanent council accommodation we can help you.

We will take into consideration your personal needs, for example by providing interpreters or offering a home visit if you need it.

## Welfare benefits advice

We can:

- check entitlement to work-related, health and disability benefits
- help you to get all the benefits you are entitled to and help you complete forms
- talk and write to benefit agencies for you
- help you review and appeal benefit decisions and represent you at tribunal
- refer you to other support services.

We also offer a financial check if you are a new tenant, whether you are working, training or on benefits.



# Debt advice

We know that some tenants on a low income also suffer financial hardship due to multiple debts, which can cause a great deal of worry.

Tenancies can often be put at risk when tenants do not deal with debts, such as rent and council tax arrears. We offer a debt advice and financial inclusion service and can:

- advise you about the debts you should deal with first
- help set up debt repayment plans by negotiating with the people you owe money to
- provide budgeting advice
- help you apply for grants and interest-free loans if you are on a low income
- explain what to do if you have received a possession order, face eviction due to rent arrears or have been sent a bailiffs letter
- advise and help you deal with credit card debts and bank loans
- help you if you are struggling with fuel debt or are unable to afford to heat your home or pay bills.

# If you are on benefits and looking for work and training

We can:

- offer a ‘better off’ calculation if you are thinking of doing work related training or employment while on benefits
- explore further benefit entitlement if you are already working.

## We can help you look for work or training

Whether you’re looking for part time, full time or voluntary work, we can refer you to services that can help steer you in the right direction.

The partners we work with can help with the following areas:

- advice and guidance – help with job searching, CV creation and interview training
- making you aware of new jobs that are available
- help to get into a specific industry such as catering, hospitality or construction
- support for specific needs (such as women with children or long-term unemployed)
- help to increase working hours in a current role or change careers.

# How to get advice

If you think we might be able to help with benefits or debt advice

- ask a housing, rent or support officer to refer you to the welfare rights team.
- call **020 7974 4444**
- email **[rentservice@camden.gov.uk](mailto:rentservice@camden.gov.uk)**  
or **[moneyadvice@camden.gov.uk](mailto:moneyadvice@camden.gov.uk)**

If you want to find out more about how we can help you to find employment, please email **[jobsandskills@camden.gov.uk](mailto:jobsandskills@camden.gov.uk)** or speak to your rent officer who can refer you.

# Extra support for tenants

The caretaking visiting service	37
Floating support service	38
Camden Mediation Service	39
Camden Children's Centres	39
Families in Focus	41
Wish Plus	42
Severe weather: help for tenants	43
CarelineTelecare	43
Safeguarding – making sure you are safe from abuse and neglect	44

Support

Contact

Assistance

## Extra support for tenants

We offer a number of support services to tenants. If you think that you, someone who lives with you, or a neighbour could benefit from extra support, please talk to your housing officer.

### The caretaking visiting service

This is a home visiting service for older tenants or tenants with support needs who have no other help.

A caretaker will call round every two weeks to check on you, and will keep a record of each visit. We will only visit you if you want to be included.

If you think that you or someone you know may benefit from this service, please call **020 7974 4444** for more details.

# Floating support service

This service can help you deal with urgent problems such as claiming benefits or tackling rent arrears. It may also look at the reasons you are having problems, which might be mental health issues, substance misuse, lack of training or employment, or problems using local services or amenities.

If you are referred to the service, a support worker will visit and assess you and write out a plan for working with you.

The support worker will keep in touch with your housing officer while they are working with you.

The service is for residents who need support and help because they may be at risk of losing their tenancy, or their quality of life is affected.

If you feel you need floating support, talk to your housing officer or contact **020 7974 5366**.

# Camden mediation service – supporting difficult conversations

Sometimes, no matter how hard you try to get on with your neighbours, there can be problems. If you find it hard to speak to your neighbour about a dispute, Camden mediation service may be able to help.

The mediation service will not expect you to go to a mediation session with your neighbour unless you agree. They won't tell us what you say to them but they will tell your housing officer if they are working with you or not. To contact the service:

- phone **020 7373 0733**
- email **info@camdenmediation.org.uk**
- ask your housing officer to refer you.

## Camden children's centres

Children's centres are for all families living in Camden who are expecting a child or already have children under five. They offer a range of services including:

### Activities for you and your child

Free stay and play drop-ins, rhyme time and baby bounce sessions. Details are on our website.

### Family support service

The team offers advice and practical support on all aspects of parenting. You can meet them in the local children's centre or a family support worker can visit you in your own home to offer emotional support and to help you access the services you need. Family support teams have access to interpreters.



## Health advice and services

- midwifery
- feeding your baby and weaning support
- health visiting
- speech and language therapy
- healthy eating advice
- parenting classes.

## Information and advice

- jobs, training and careers advice, with one-to-one support to help you find work
- housing and benefits advice as well as links with other council departments.

## Children with special educational needs and disabilities (SEND)

- support and information for disabled parents and parents with children who have special educational needs and disabilities
- some of our activities, such as drop-ins, are provided for children with SEND. Other activities are available for disabled parents and carers. Details are on our website.

## Activities - get involved in your community

As well as opportunities to get involved in volunteering and developing your skills, join us on a Children's Centre Advisory Board. The boards meet regularly and are for parents and local organisations to help us run children's centres across Camden. There is also an opportunity to join the Parent Council.

Your views and involvement are important to us.

To start using any of these services, please fill in the Children's Centres registration form at **[camden.gov.uk/childrenscentresregform](https://camden.gov.uk/childrenscentresregform)**.

## More information about children's centre services

- visit **[camden.gov.uk/childrenscentres](https://camden.gov.uk/childrenscentres)**
- phone any of the 5 children's centre locality teams on:

King's Cross and Holborn locality team	<b>0800 731 0232</b>
Euston locality team	<b>020 7974 8934</b>
Kentish Town West locality team	<b>020 7974 8961</b>
Kentish Town East locality team	<b>020 7974 4789</b>
Kilburn Priory locality team	<b>020 7974 5080</b>

## Families in Focus

Families in Focus is a free support service for Camden families with school age children.

Services offered include:

- dads' and male carers' activities with their children
- help with parenting, one to one practical and emotional support
- help with improving family relationships and communication
- help with managing children's behaviour and school attendance
- arts and crafts, sports activities, weekly kids' clubs and family trips.

## More information about Families in Focus

- visit **[camden.gov.uk/familysupport](https://camden.gov.uk/familysupport)**
- phone **020 7974 1957** (if you live in the south of the borough)
- phone **020 7974 8926** (if you live in the north of the borough).

## Wish Plus

**WISH Plus** can help you to improve your health and well-being by putting you in touch with a range of services including:

- advice on how to keep warm and lower your energy bills
- advice on managing your money, sorting out benefits issues and dealing with debts
- help to make your home safer, such as safety gates and secure locks on doors and windows
- access to a handyperson service to do minor repairs (there is a charge for this service)
- access to a range of health services.

**WISH Plus** is open to all residents. Some services are available depending on your age, disability, whether you are receiving certain benefits or if you have young children in the home.

If you are interested in any of the above services:

- contact **[wish@camden.gov.uk](mailto:wish@camden.gov.uk)**
- call us on **020 7974 3012**
- complete a referral form at **[www.camden.gov.uk/wishform](https://www.camden.gov.uk/wishform)**

We will call you back to discuss your requirements and match them with the services best able to meet your needs.

More information about **WISH Plus** is available at **[camden.gov.uk/wishplus](https://camden.gov.uk/wishplus)**.

# Severe weather: help for tenants

In bad weather conditions such as snow and ice, and in other emergencies, we can offer extra help to tenants who have been added to our register. This is a list of council tenants who might need extra support at these times.

We will try to contact tenants on the register in bad weather or emergencies to check what help they need. We can also contact social care services and voluntary groups for tenants who need more help with day to day activities during this period.

If you think you could benefit from this service you need to contact us to have your name added to the register or ask someone else to do this for you. We will not add your name without you asking us to do this. You can add yourself to the list by visiting our website **camden.gov.uk** or by phoning **020 7974 4444**.

## Careline Telecare

Careline Telecare is an alarm service which allows you to get help in an emergency at home. Special equipment can be installed in your home which is triggered by a sensor or when you press an alarm. There is a charge for this service. To find out more call **020 7974 4000** or visit **camden.gov.uk/careline**.

# Safeguarding - making sure you are safe from abuse and neglect

All adults and children have the right to live a life free from abuse, harm and neglect.

Abuse is when someone says or does something that hurts you, frightens you or takes advantage of you. It can take many forms, including physical, emotional, and financial. The person who carries out the abuse may be a stranger or someone you know.

Some people are more at risk than others. This may be because they are less able to take care of themselves or because they depend on others for their care.

## Who to contact if you, or someone you know, suffer abuse

You can do any of the following:

- tell someone you trust and ask for help
- call Camden on **020 7974 4444**
- deaf and hard of hearing customers can contact us on their smartphone via the Texmee app (download and select Camden Council) or on line at **[camden.gov.uk/accessibility](https://www.camden.gov.uk/accessibility)**
- tell a doctor, teacher, social worker or support worker
- contact the NSPCC **[www.nspcc.org.uk](https://www.nspcc.org.uk)** in the case of a child or young person
- contact **The Silver Line** - **[www.thesilverline.org.uk](https://www.thesilverline.org.uk)**  
- a confidential helpline for older people.

If you think your own or someone else's immediate safety is at risk, including a child who may be in danger, call **999**.

For more information see **[camden.gov.uk/safeguarding](https://www.camden.gov.uk/safeguarding)**

# Security and safety

Insurance	47
Security	49
Fire safety advice	53



# Security and safety

This chapter is about keeping you, your home and the things in it safe and secure. It has important advice about fire safety.

## Insurance

Camden is responsible for the structure of your home. We are not responsible for damage to or loss of your belongings from theft, fire, flood, water damage or storm.

### We strongly recommend that you take out insurance against such risks.

Whether you take out the insurance policy we offer, or go elsewhere for insurance, you should read the policy carefully and make sure that you keep to its requirements.

### Camden's home contents insurance

Our insurance scheme covers most of the contents of your home. You can find an application form at **[camden.gov.uk](https://camden.gov.uk)**.

We can arrange insurance for your possessions and add the cost - the insurance premium - to your weekly rent. The type of policy we offer is 'new for old' cover. This means that if you make a claim and it is agreed, the insurance company may pay the full cost of replacing damaged items with new ones.

You can arrange insurance privately if you prefer.



## Making a claim for loss of or damage to property

If you have arranged your insurance privately, contact your insurance company immediately with details of the claim. If you have taken out Camden's insurance, call us on **020 7974 2390** for a claim form. Fill it in and send it to the insurer for consideration.

## Claims against the Council

If your own insurance company covers the damage, it is usually better to try to claim from them first. Check your policy information carefully before claiming; see if a claim will affect any no claims discount you may have.

To make a successful claim against us, you would have to prove that we are legally liable or responsible. All claims are investigated to decide whether Camden is responsible; there is no automatic entitlement to compensation.

You can get independent advice from the advice agencies listed on page 10 or from a private solicitor.

When you make a claim, give full details of what has happened, when it happened, and any problems it has caused you. Don't throw away anything that has been damaged, unless the insurance company says you can.

# Security

## Crime prevention

For concerns about crime prevention officers contact your safer neighbourhood team. For details go to **met.police.uk/safeneighbourhoods** or call **101**, the police number for non-emergencies.

You may also find the following advice useful:

## Burglary

Protect yourself by making sure you don't give anyone the chance to burgle your home. Often homes get broken into because people have forgotten to do very simple things, such as closing windows or locking doors.

## Keys

We do not keep spare keys to your home. If you lose your keys you are responsible for getting new ones. If we have to change the locks or force the door, we will charge you.

If you lose your keys at the same time as other possessions that show where you live, you should change the lock.

## Doors

To ensure that you can escape easily in an emergency, make sure you can get out of the door quickly if you lock it while you are at home. Many insurance policies are invalidated if the front door is not deadlocked or if you leave the key in the lock overnight. Check with your insurer to see what security measures they say you must take. Always keep your keys in a place where you can get at them easily when you are at home but do not leave them in a place that someone can reach by putting their hand or a tool through the letterbox.

It is important that you take any security measures you need to, but you must be able to escape if there is a fire. There is more information about this later in this chapter.

## Security doors and grilles

You must not fit security doors or grilles or carry out any other alterations to your home without our permission. We will not give our permission unless security measures comply with fire brigade advice.

## Answering the door to strangers

There are things you can do to protect yourself against bogus callers – people who knock on your door but are not who they say they are. Bogus callers often pretend to be an official, such as someone from a gas or electricity company, a council officer or a police officer.

When anyone calls at your door:

- keep the door closed and ask who they are and what they want without opening the door
- ask if they have an appointment. If they have, check their identity card
- don't open the door to people unless they've got identification
- ask people whom you don't know who call without an appointment to make one and come back at a time that is safe and convenient to you. Genuine callers will always be prepared to do this
- council officers, council contractors and employees of the gas, water and electricity companies carry identity cards. People who work for gas, water and electricity companies can often arrange to use a password known only to you and the company
- if you are unsure about callers, ring their office before you let them in or ring a neighbour you trust and ask them to help you. Be wary of strangers, including children and young people asking for things like a glass of water.

Be cautious about buying things at the door. If in doubt, keep them out. Dial **999** and tell the police.

## Windows

Close your windows when you go out. You can fit window locks but you must normally pay for them yourself. For fire safety, keep the key to hand but out of reach and sight of anyone outside.

Get advice from the police or a locksmith before you buy window locks, as there are many types.

## Sheds

If you have a shed, make sure the door and windows are kept locked. This protects the property you keep in the shed and also helps to stop burglars from using tools you keep in the shed to break into your home. Lock tools away in the shed and chain and padlock ladders.

## Property marking

You can deter burglars by marking your possessions with your full postcode followed by the number of your house or flat. If marked property is stolen from you and recovered, the police can give it back to you and prosecute the thief more easily. You can also register anything with a serial number on the national database **immobilise.com**. This includes mobile phones, laptops, MP3 players and bikes. If something is stolen, there is a better chance of getting it back if you have signed up to immobilise, as the police check stolen property they find against the database.

## Lighting

If you go out in the evening and will be coming back after dark, think about leaving lights on in rooms you would be using if you were home. You can buy plug-in time switches and plug lamps and radios into these to give the impression that someone is home.

## Going away

If you go away:

- do not leave notes on your door
- do not leave an answering machine message that suggests you are away
- leave a battery-operated radio tuned to a talking station
- arrange for someone you trust to make sure that your home doesn't look as though you are away. For example, you might ask them to take mail out of the letter box, close the curtains at night, open them in the morning, and turn lights on and off
- use time-switches on some table-lamps so that they come on at times when you would normally be home
- cancel any deliveries
- if you are going away for a long time, you must tell us and your insurers. Check your insurance policy to see what it says about this. Your tenancy conditions say you must tell us if you are going to be away from home for more than three months.

## Fire safety advice

You can do a great deal to improve fire safety in your home:

### Smoke alarms

Fit smoke alarms so that you get early warning of a fire. Make sure it carries the current British Standards or European (CE) safety mark. Remember to change the battery according to the instructions with the smoke alarm and clean the inside at least once a year with a vacuum cleaner. Test smoke alarms every week.

You can also get a free home fire safety assessment and free 10-year battery operated smoke alarm by calling the London

Fire Brigade on **0800 028 4428**. You must still check the battery in the alarm each week. When the battery stops working, you will need to get the whole alarm replaced. For more advice, contact your local fire station:

### **Euston fire station**

**020 8555 1200** extension **84746**

### **Kentish Town fire station**

**020 8555 1200** extension **84750**

### **West Hampstead fire station**

**020 8555 1200** extension **84751**

or

### **Camden Borough fire safety team**

**020 8555 1200** extension **34326**

## **Make sure you have a fire escape plan**

In the event of a fire in your home, an escape plan can mean the difference between life and death:

- talk through your escape plan with everyone who lives in your home, especially children and teenagers, older people and lodgers
- choose the best escape route; this is normally your usual way in and out of your home
- choose a second escape route in case the first one is blocked and always aim to keep them both clear
- tell everyone where the keys to doors and windows are kept
- go through what to do in a fire
- if there's a fire you should act quickly and calmly
- alert everyone – shout
- get everyone out, using your escape route

- once you've escaped, call 999 (999 calls are free)
- don't go back in for anything - if there is still someone inside wait for the fire brigade to arrive to help them
- find somewhere safe to wait. When the fire brigade arrives, give as much information as possible about the fire and the building, and if anyone is still inside.

## If you live in a tower block

It is normally safest to stay within your flat if there is a fire elsewhere in the building. This is because blocks are designed in compartments to prevent spread of smoke and fire, keeping you safe until the Fire Brigade arrives. There is a risk of being overcome by smoke if you leave your flat without knowing you have a safe escape route. Call 999 to tell the Fire Brigade about the fire and advise them of your location.

## Keep communal areas and escape routes clear

You must not let clutter collect in passages and stairways. Do not store personal belongings - including items like bicycles and prams - in shared areas as this could prevent you and others getting out safely.

If you have large items to dispose of, find out how to do this at **[camden.gov.uk/recycling](https://camden.gov.uk/recycling)** or call **020 7974 4444** (select option 4).



## Reduce your risk of fire at home

- take care in the kitchen and when cooking with hot oil . Do not leave pans unattended
- never leave lit candles unattended
- ensure cigarettes are stubbed out and disposed of carefully
- never smoke in bed
- keep matches and lighters away from children
- keep clothing away from heating appliances
- take special care when you are tired
- switch off electrical appliances when you are not using them and pull out plugs, especially before you go to bed. Some electrical appliances, such as video recorders, fridges and freezers are designed to be left on all the time; check with the manufacturer's instructions if you are unsure
- do not dry or air clothes on or around heaters or cookers
- close doors and windows to prevent any fire from spreading, especially when you go to bed
- try not to use heaters with a naked flame, paraffin or oil heaters, or heaters with portable gas cylinders
- don't store flammable substances or spare gas cylinders
- remember that it is illegal to burn fuels such as wood, coal and anthracite in open fires in Camden. Some stoves and fuels are exempt from this. For more information visit **[smokecontrolareas.co.uk](https://www.smokecontrolareas.co.uk)** or call **020 7974 5613/5623**. If you want to use this kind of fuel or stove, heater or boiler, you must get our permission
- make sure that open fires have a fireguard.

# Gas, electricity, water and saving energy

Your gas supply	59
Gas safety	60
Your electricity supply	62
Electrical safety	62
Water supply	63
Saving energy	65

# Energy

More efficient

A

B

C

D

E

F

Less efficient

Energy consumption  
kWh

# Your gas supply

Your gas supply will either be from Camden's own gas network (known as the 'heating pool or 'bulk gas network') or from your own chosen gas supplier.

## If your gas is supplied by Camden

On some estates heating and hot water are supplied to each flat from a communal boiler. If your home is connected to a communal boiler, you will pay a heating charge as well as your rent. You also pay a heating charge if a separate boiler in your flat uses gas from Camden's own bulk gas network.

Residents in the heating pool pay a set amount, depending on the size of property and the heating service provided.

## If your gas is not supplied by Camden and you require a gas supply.

You will need to arrange for the gas company to set up an account in your name. They will need three working days' notice to do this. We recommend that you take the meter readings at your new home as soon as you move in and give them to your chosen supplier. To do this, call: **0870 608 1524**. You should then contact us to arrange for the gas supply to be connected.

If you are bringing your own cooker to your new home you will need to arrange for a Gas Safe Registered engineer to install it after the gas has been reconnected. We strongly recommend you do not buy a second hand gas appliance.

If heating and hot water is supplied by Camden (your housing officer can tell you this) and you don't want to fit a gas cooker, you do not need to contact a gas supplier.

# Heat meters

If you live on an estate you may have a heat meter and monitoring display screen installed in your property. The meter measures the heating and hot water you use. We have installed heat meters so that residents pay only for the energy they use.

If you have a heat meter see the factsheet we gave you when you signed for the tenancy, see **[camden.gov.uk/heatmeters](https://camden.gov.uk/heatmeters)** or call **020 7974 2044** or **020 7974 4500** if you need advice.

# Gas safety

## Installing gas appliances

By law, gas appliances must be fitted by a qualified person who is a member of the Gas Safe Register and has the qualifications that allow them to carry out that specific type of gas work.

## Gas servicing

By law, we must carry out a gas safety inspection in your home every 12months. At the same time, our gas contractor will service any gas appliances we have provided.

You must let us in to do this as part of your tenancy conditions. A Gas Safe Registered engineer will carry out the safety check and give you a copy of the gas safety certificate. If you don't let us in to do the safety check, we will take legal action.

If the engineer finds any problem with gas appliances provided by housing they will carry out all necessary repairs to ensure the appliance is safe.

The Council is not responsible for servicing appliances which belong to you, such as your own gas cookers. We recommend that you arrange to have your appliances serviced regularly

in line with the manufactures guidelines, and by a Gas Safe Registered engineer with the qualifications that allow them to carry out that specific type of gas work.

### **You must never**

- try to do gas or electrical repairs yourself. Do not block any airbricks, louvred vents or appliance terminals, and clear away plants or leaves that might block them
- alter or disconnect the heating system without our approval.

### **What to do if you smell gas**

- put out all naked flames, do not smoke, strike a match or do anything else which would cause ignition, including turning electrical switches on or off
- turn off the gas at the gas emergency control valve located either at the gas meter or at the entry of the gas pipe into your property
- open windows or doors to ventilate the property
- call the National Grid emergency line **0800 111 999** and
- call Camden on **020 7974 4444** (If you know that Camden supplies your gas, call us first).

### **What to do if you think your gas appliance is not safe**

- turn the appliance off and do not use it
- open windows or doors
- call **0800 111 999** – it is a free 24-hour service
- call Camden on **020 7974 4444** if the appliance belongs to the Council.

# Your electricity supply

Your electricity supply will be from an electricity company.

When you move in, you will need to arrange for an electricity company to set up an account in your name. They will need three working days' notice to do this. You may need to sign up with the previous electricity supplier to begin with. To do this, call: **0845 601 5467**

Make sure that you know how to turn the electricity off safely at the mains, in case there is an emergency.

## Electrical safety

- switch off all appliances that are not in use and pull out any plugs, especially before you go to bed or go out
- never take an electrical appliance into a bathroom
- do not touch an appliance with wet hands
- do not plug too many appliances into one socket

You can get more advice on electrical safety from electricity suppliers.

## Fuses

You are responsible for replacing blown fuses. If you are not sure how to do this, you should ask someone who does know to help you.

If the new fuse blows when an appliance is plugged in, you should disconnect the appliance and have it tested or replaced.

When you have replaced the fuse, if the new fuse blows, contact the repairs team on **020 7974 4444** as there may be a fault in the electrical system.

## Circuit breakers

Your home may have circuit breakers instead of fuses. Circuit breakers are switches that automatically turn off when an ordinary fuse would have blown. Reset the switch to 'on' after you have unplugged the appliance that has caused the problem.

If the circuit breaker keeps switching off, phone us on **020 7974 4444** as there may be a fault in the socket or electrical wiring.

## Plugs

Different appliances need different fuses.

For example a radio or table lamp will usually need a 3 amp fuse. A fridge, iron or washing machine will need a 13 amp fuse.

If you are unsure, contact the dealer or manufacturer of the equipment.

## Water supply

### Stopcocks

Make sure you know where the main stopcock is for turning off the water supply. It is usually under the kitchen sink. There are likely to be other stopcocks in your home.

These shut off particular stretches of pipe. You should know where they are, in case there is an emergency. Turn the stopcocks two or three times a year just to keep them from getting stuck. If a stopcock is stuck, try using WD40 (lubricant).

Do not try to force it. If it still won't turn call us on **020 7974 4444**.



## Overflows

All storage tanks and toilet systems have overflow pipes to prevent flooding. If a system is overflowing, you will notice a constant flow of water either from an outside pipe or from one into your bath or washbasin.

If you cannot stop the overflow yourself, call us on **020 7974 4444** to get the tank or toilet system repaired. If for any reason your water supply goes off, turn all the taps off and leave sinks, basins and baths clear with the plugs out. This stops any flooding when the water comes back on.

## Frozen pipes

If your pipes freeze up, turn the water off at the main stopcock and drain the system by turning on all the taps. When the pipes thaw out, turn the water supply back on. Don't heat the frozen pipe as this will make it burst. If you have a burst water pipe, call us on **020 7974 4444**.

If you have a water leak, find out where the water is coming from. If it is a faulty joint, or a hole or split in the pipe, tie a rag around the leak and put a bucket under it.

If water has been dripping through an electric light or switch, do not turn it on. **Call 020 7974 4444.**

## Water Hygiene

To maintain good water hygiene in your home and control the normal build-up of bacteria in the water supply, it is highly recommended to clean shower heads with a suitable household cleaner every three months. This also applies to shower hose attachments on bath taps.

If you have been away from home for a few weeks or more, run the shower for five minutes before use, avoiding inhaling the water spray.

# Saving energy

The average UK household wastes £250 per year by not being energy efficient. With just a few small steps, you can stay warm and save money. If you need advice on saving energy contact Green Camden at **[camden.gov.uk/greencamden](https://camden.gov.uk/greencamden)** or call **0800 801 738**.

## Tips

### Heating

- don't open your windows if you are too warm and your heating is on - turn the heating down instead
- turning down a thermostat by only 1°C can reduce heating bills by up to 10% or around £75 per year
- turn your radiator valves down to the temperature you need and consider setting the timer on your heating so it comes on when you need it
- close your curtains when it gets dark to keep the heat in
- put aluminium foil behind radiators with outside walls to reduce the amount of heat escaping.
- consider taking a shower instead of a bath

### Electricity

- by avoiding standby and not leaving devices plugged in or idle, a typical home could save between £50 to £80 a year
- don't leave rechargeable items, such as toothbrushes or telephones charging for longer than necessary
- switch off the lights when you leave a room
- use 'compact fluorescent lamps' (CFLs) to save energy and money.

## Cooking

- put a lid on saucepans where possible, so the contents heat up faster and use less energy. This can also help with condensation. Consider using pressure cookers, steamers and microwaves.

## Kettles

- only boil as much water as you need
- limescale affects the efficiency of kettles so descale regularly.

## Fridges and freezers

- don't leave the fridge door open longer than necessary
- allow hot food to cool before putting it in the fridge
- make sure your door seals fit tightly
- defrost regularly if your appliance doesn't do it automatically.

## Washing machines

- use a low temperature setting where possible and only wash full loads, or use a half-load economy programme.

# Parking on your estate

Parking on housing estates	69
Controlled hours	69
Exemptions	70
What if someone else is parked in your car space?	70
How to apply for a car parking space or garage	71
Permits	72



# Parking on housing estates

Parking on Camden's housing estates is controlled. Residents are only allowed to park in numbered and marked parking spaces and only if they have a valid estate parking permit. All access roads must be kept clear for emergency vehicles. Roads and access roads on housing estates are private property and not part of Camden's highways.

This means the rules for parking on housing estates are not the same as the rules for parking in the controlled parking zones on the streets. The parking services team controls street parking. You can contact them on **020 7974 4444**.

## Controlled hours

Parking restrictions apply at all times. Our contractors enforce the parking restrictions and aim to visit estates between 8am and 8pm, seven days a week except bank holidays and public holidays. They may patrol outside these hours. A small number of estates have different patrol hours to these. The contractors will issue parking Charge Notices (PCNs) to vehicles without a permit, or vehicles with an invalid permit (one that is out of date, altered or has the wrong registration number). This includes cars, vans, motorbikes and mopeds.

# Exemptions

The following vehicles are not covered by the parking restrictions:

- emergency vehicles (fire, police and ambulance)
- doctors and nurses who are on call and whose vehicles display their health emergency badge
- any vehicle displaying a fire brigade notice
- utility vehicles (gas, electricity and water)
- funeral vehicles
- milk floats and post office vehicles.

## What if someone else parks in your car space?

Sometimes you may find someone has parked in your space. If you rent a parking space and your vehicle has a valid permit, you may park temporarily in another bay or park considerably somewhere else on the estate.

As long as you display a valid permit for that estate and are not causing an obstruction or blocking access for emergency vehicles, you will not be issued with a PCN. You might also want to put a note in your windscreen to tell the enforcement officers that someone else has parked in your bay.

If someone keeps parking in your space, report this to us on **020 7974 4444**. Your permit does not allow you to park on another estate or block.

# How to apply for a car parking space or garage

You can apply for parking and see copies of the full terms and conditions for parking at **[camden.gov.uk](https://www.camden.gov.uk)**.

There is a weekly charge for parking spaces and garages. Charges are usually added to your rent. We will not give a parking space or garage to a tenant who is behind with their rent.

Charges for parking spaces and garages are based on vehicle CO2 emissions. Low emission vehicles attract lower charges. This is because Camden is encouraging residents to use less environmentally damaging vehicles.

If you are a blue badge holder, you are entitled to one parking space or garage free of charge. Your vehicle must be registered with the DVLA in your name and at your address. You may be asked to produce the vehicle registration document (V5) and blue badge.



# Permits

You must display the permit clearly in your vehicle windscreen at all times. If you do not display the permit, your vehicle may be issued with a PCN.

The permit must not be altered in any way. Any alterations will make the permit invalid and your vehicle will be clamped.

If you change your vehicle, you must inform us in order to obtain a new permit. Please call us on **020 7974 4444**.

# Taking part and being involved

Taking part and being involved

**75**

How to find out more

**75**



# Taking part and being involved

We actively encourage Camden tenants to get involved to improve the lives of themselves and each other. We leave it to you to decide what you are able to contribute.

As a minimum, you will regularly be informed and consulted about the things we do in your neighbourhood and about how we deliver housing services across the borough.

For those interested and are able to do so, there are opportunities to volunteer your time. We offer engagement opportunities to people who want to:

- make their neighbourhoods great places to live
- improve the lives of others living in Camden's communities
- influence the decisions we make
- help us improve services
- ensure that we recruit the best staff

How much time you commit is entirely up to you. This might be as little as filling in a survey or talking to your housing officer on your doorstep, to joining one of Camden's tenant and resident associations, setting up a gardening club or even helping us to run your local housing service.

## How to find out more

Ask your housing officer about opportunities to get involved in your area or you can:.

- email the tenant and leaseholder engagement team at **[tp@camden.gov.uk](mailto:tp@camden.gov.uk)**

- visit **camden.gov.uk/tenantparticipation** or
- call **020 7974 7932**.

If you would like to talk to your councillor, contact councillor services on **020 7974 4444** or visit **camden.gov.uk/democracy**

# Harassment and domestic violence

Types of harassment	79
Ways to stop harassment	79
What the Council can do	80
What to do if you are harassed	80
Domestic and sexual violence: Camden Safety Net (CSN)	81
Hate crimes	81
Who to contact	82



# Harassment and domestic violence

We aim to deal with harassment quickly and sensitively and will offer you advice and practical help.

## Types of harassment

Harassment and hate crimes are aimed at someone because of their disability, gender, race, faith or sexual orientation. People who harass others often make no direct contact (for example, they may send anonymous threatening letters instead). Their aim is to cause stress or fear.

## Ways to stop harassment

**1** If the person harassing you is a council tenant or lives in a council leasehold property, we may be able to take action against them. This is because they have signed a tenancy agreement or a lease. One of the conditions of the tenancy agreement is that they must not do (or allow) anything that may cause harassment or annoyance to anyone else. We may be able to take action against someone even if they are not a council tenant. Taking early action, which can include verbal or written warnings, is often the most effective way to prevent problems continuing or escalating.

**2** You may wish to get legal advice and consider taking the person harassing you to court. The court may give you an injunction against them. Usually, an injunction would say that the person should not contact you or come within a certain distance of you or your property. If someone breaks an injunction, they can be arrested.



**3** The Council or police can apply to a court for an injunction or order which forbids specific acts of harassment or antisocial behaviour.

**4** Harassment may also involve a criminal offence. If so, and with your agreement, we may work with the police to see if there is anything we can do to make you feel safer.

## What the Council can do

We can give you help and advice. If there is enough evidence, we can take court action against tenants who harass others. We can also try to make you feel safer in your own home and can refer you to agencies who may be able to provide support. In very serious cases, we can also help you move to another area if you think this is the only way you will be safe. However, this could take a long time as spare properties are in short supply.

## What to do if you are harassed

If you are being harassed, call **0207 974 4444** and tell your housing officer.

Keep a record of all incidents of nuisance, with the date, time and details of what happened. We will:

- make sure that someone visits or interviews you
- make sure any emergency repairs to your home are done as soon as possible and consider whether extra work should be done to make your home more secure.

Do not be afraid to contact us. We will treat your case sympathetically. Any information you give will be kept confidential but in many cases the most effective help might only be possible by engaging directly with those alleged to be responsible.

Your housing officer can give you the addresses and phone numbers of organisations that help people suffering from harassment or contact them directly on your behalf.

## Domestic and sexual violence Camden Safety Net (CSN)

Camden Safety Net offers a service to people who experience domestic and sexual violence and abuse. CSN will listen to your views on how you can be made safer and advise and support you.

If you are, or have been, a victim of domestic or sexual violence or abuse, CSN can offer help and services for you and your children. CSN also offers services such as a men's group for people who want to change their abusive behaviour. Phone **020 7974 2526**.

## Hate Crimes

A hate crime is any crime felt by the victim or any other person to be motivated by hostility or prejudice.

Hate crimes are mainly directed at people due to race or ethnicity, faith, sexual orientation, disability - including physical disability, learning disability and mental health - and a person who is transgender or thought to be transgender.

We always encourage people to report hate crimes to the police as well as the Council. There is a wide range of agencies that can assist people who are victims of hate crime.

For more advice on these options contact your housing officer or look at the information at **[camden.gov.uk/hatecrime](https://camden.gov.uk/hatecrime)**.

# Who to contact

We encourage residents to report harassment and work closely with other partners, such as the police and the community safety service, to tackle problems in your area. Information will be treated as confidential and can be provided anonymously.

- call **999** to report serious incidents, including a crime that is happening or if you suspect that a crime is about to happen
- the police number for non-emergencies is **101** (24 hours)
- contact your (police) safer neighbourhoods team (SNT). Housing officers work closely with the SNTs and can share information about issues in your area. Contact Camden SNTs by phone on **101** or online at **[met.police.uk/saferneighbourhoods](https://met.police.uk/saferneighbourhoods)**
- Housing Security and Parks Patrol (including CCTV) – **020 7974 4444**. Operates every day and can witness activity, intervene, or contact the police
- contact your housing officer or, if the issue relates to wider antisocial behaviour in your, you can contact the community safety service on **020 7974 4444**
- Camden Safety Net - the independent Domestic and Sexual Violence Advisory Service - **020 7974 2526**. 9am to 5pm weekdays - for information and practical support to people experiencing domestic and/or sexual abuse.

# Nuisance

Noise	85
Anti-social behaviour and nuisance	85
Ways to stop nuisance	86
What to do if you are suffering nuisance or anti-social behaviour	86
Mediation	87
Taking your own action	87
Who to contact	88

# Mediation

Dispute resolution process



# Nuisance

We will offer advice if you suffer from noise or anti-social-behaviour and aim to respond quickly and sensitively.

## Noise

You must keep noise to a reasonable volume at all times. Please consider your neighbours' comfort. You must not allow noise to be heard at all outside your property after 11pm and before 8am.

## Anti-social behaviour and nuisance

You must not behave in any way which causes a nuisance to neighbours or a nuisance on any property belonging to the Council.

You are also responsible for the behaviour of family or friends living in or visiting your home. Examples of anti-social behaviour and nuisance include youth disorder, graffiti, irresponsible dog ownership, leaving clutter or smoking in communal areas or parking irresponsibly or illegally.

## Ways to stop nuisance:

- 1** Taking early action, which can include verbal or written warnings and encouraging better relations between neighbours through written agreements or through mediation, is often the most effective way to prevent problems continuing or escalating.
- 2** You may wish to get legal advice and consider taking the person causing a nuisance to court. The court may give you an injunction against them, which would usually say that the person should not contact you or come near your property.
- 3** The Council or police can apply to a magistrates' or county court for an injunction. In very serious cases and where there is no alternative we can seek to repossess a person's home if the nuisance is being caused by another tenant.
- 4** Nuisance or anti-social behaviour may also involve a criminal offence. With your agreement, we can work with the police to see whether further measures can be taken to stop the nuisance.

## What to do if you are suffering nuisance or anti-social behaviour

If you are being disturbed, report the details to your housing officer who can advise you. We will treat your case sympathetically. Any information you give will be kept confidential but in many cases the most effective help might only be possible by engaging directly with those alleged to be responsible.

Sometimes problems can be nipped in the bud, or problems solved through agreement.

In more serious cases we may take legal action where there is enough evidence. Keep a record of all incidents of nuisance, with the date, time and details of what happened. Your housing officer can advise you about our witness support scheme, a confidential service that supports residents through the court process.

## Mediation

Mediation has been proven to work in many disputes between neighbours, whatever the cause. Contact your housing officer for details or phone Camden mediation service on **020 7373 0733**.

You will not be expected to meet the other person involved unless you agree.

## Taking your own action

If a neighbour is being noisy, you may wish to consider taking your own court action.

For advice on this ask your housing officer or speak to an independent advice agency, listed in chapter 1 of this guide.



# Who to contact

- call **020 7974 4444** and speak to a housing officer
- for noise you can report it at **camden.gov.uk**
- call **999** to report serious incidents, including a crime that is happening or if you suspect that a crime is about to happen
- the police number for non-emergencies is **101** (24 hours)
- contact your police safer neighbourhoods team on **101** or at **met.police.uk/saferneighbourhoods**
- call Housing Security and Parks Patrol (including CCTV) – **020 7974 4444**. Operates every day and can witness activity, intervene, or contact the police and report back to the housing officer
- to report rough sleeping and other street activity including begging or street drinking call **0808 8000005** or download the reporting App by visiting **www.camdensst.com**
- if you have been affected by a dog related incident contact the Dog Hub at **hub@btopenworld.com**.  
You can find out more about Dog Hub services by visiting **www.thedoghub.co.uk**
- if the issue relates to wider antisocial behaviour in your area you can contact the community safety service on **020 7974 4444**.

# Housing repairs

Contacting our repairs service	91
Right to Repair	93
Repair responsibilities	94
Our duties and repair responsibilities	95
Tenants' duties and responsibilities	98
Repair priorities and timescales	100
Access and appointments	108
Rechargeable repairs	109
Discretionary repairs	112
Your improvements and alterations	113
Utilities	114
The lettable homes standard – information for new tenants	115
Rechargeable repairs for empty properties – information for tenants moving out	119
Asbestos	120
Digital TV	122



**The information in this chapter is being updated.**

**We expect a revised version to be available at the end of 2015, when you will be able to view this on our website at [camden.gov.uk](http://camden.gov.uk).**

## Contacting our repairs service

Our contact centre is available for repair requests, help and advice, from Monday to Friday 8am to 6pm:

- telephone: **020 7974 4444**
- email: **[housingrepairs@camden.gov.uk](mailto:housingrepairs@camden.gov.uk)**
- website: **[camden.gov.uk/housingrepairs](http://camden.gov.uk/housingrepairs)**

For emergencies outside office hours that could be an immediate danger to people or property, phone **020 7974 4444**. We want to make it as easy as possible for our tenants to use our repairs service. This is so that you can enjoy living in your home, and we can keep homes in good condition for the future.

This chapter explains our policy for small routine housing repairs in or around your home. We call these ‘reactive repairs’ or ‘day to day’ repairs. We have to make sure that the set amount of money we have for repairs is spent in the best and fairest way for all our tenants. We make sure that tenants in the greatest need get the most help.

This includes older and vulnerable tenants, or people experiencing harassment or domestic violence. This chapter helps you to understand which repairs we do and which we don’t do. It explains the different priorities we give to repairs, how quickly we will do them, and the rules about paying for them. The chapter also describes the minimum repair standard that our empty homes will meet before we rent them to new tenants. We call this our ‘lettable standard’.

Our policy is based on what the law says we, as a landlord, must do. This is set out in the Landlord and Tenant Act 1985 and the Housing Act 1988. The acts also cover the conditions of your tenancy agreement. The council's Cabinet also agrees policies to guide staff from time to time.

This chapter doesn't include information about big repair schemes such as new windows on a whole estate. If your home is included in a scheme then we will write to you with details about this. For general information about big repair schemes please visit our website at **[camden.gov.uk/majorworks](https://camden.gov.uk/majorworks)**.

Our repairs service will do their best to keep your home in good condition but you are strongly advised to take out an insurance policy. This will ensure that your furniture and belongings are protected and that you are covered for any accidental damage to your home or those nearby.

By law, we must repair and maintain:

- the structure and outside of your home;
- the services, such as water pipes, that bring water, gas, electricity or heating to your home, and appliances for these which we have installed, such as boilers. This does not apply where they are the responsibility of a utility company;
- communal areas and the outsides of buildings; and
- communal boilers, heating systems and water storage tanks that are situated in roof spaces, basements or separate buildings.

# Right to Repair

The Right to Repair (RTR) is a government regulation that came into effect in April 1994. It covers some urgent repairs that could affect your health, safety or security if they are not done quickly. It applies only to repairs that cost under £250.

The regulation says how quickly we must carry these out. If we do not arrange for these repairs to be done within the specified time limit, you have the right to ask us to get a second contractor to do them. If they are not done within the extra time allowed for the second contractor, you may be entitled to compensation. This is £10, plus £2 a day for every day that the repair is not finished, up to a maximum of £50.

We can increase the time we take to do repairs in some situations, including if a gas, water or electricity supply is interrupted by a utility company and if the repair is more complex and needs an inspection visit.

RTR does not apply if you or a member of your household or a visitor caused the damage.

# Repair responsibilities

We have a responsibility to maintain and repair the outside of your home. We also have to maintain other services, including:

<b>Heating and hot water</b>	<p>We repair and maintain the appliances that we installed to provide these.</p> <p>We do an annual safety inspection of all gas heating and hot water installations and appliances.</p>
<b>Gas supply</b>	<p>We are responsible for the gas supply from the gas meter to the appliances it supplies. We do not have to install a gas supply if there is a reasonable alternative, such as electricity.</p> <p>We are <b>not</b> responsible for:</p> <ul style="list-style-type: none"><li>• faults on cookers or cooker connections</li><li>• the failure of gas companies to supply gas.</li></ul>
<b>Electricity supply</b>	<p>We are responsible for the electricity supply between the meter and the electrical sockets in your home.</p> <p>We are <b>not</b> responsible for:</p> <ul style="list-style-type: none"><li>• faults on cookers or cooker connections (excluding the control unit)</li><li>• faults on other domestic electrical appliances such as kettles and fridges</li><li>• the failure of electricity companies to supply electricity or maintain their equipment.</li></ul>

# Our duties and repair responsibilities

<b>Water supply</b>	We are responsible for the water supply from the meter, which is normally outside your home, to appliances and fittings that use water inside your home.
<b>Building structure</b>	<p>We are responsible for maintaining the structure of the building.</p> <p>This includes:</p> <ul style="list-style-type: none"><li>• clearance of rainwater goods where damage is being caused</li><li>• roof repairs</li><li>• repairing brickwork</li><li>• damp-proof work</li></ul>
<b>Communal areas</b>	<p>We are responsible for maintaining safe communal hallways and staircases in blocks and on estates. These include:</p> <ul style="list-style-type: none"><li>• estate roads and paths</li><li>• estate lighting</li><li>• gullies and drains</li><li>• boundary walls and fences</li><li>• door entry systems</li><li>• lifts</li><li>• communal TV aerials.</li></ul>



## In general

We are responsible for a repair if it is to a fitting or appliance that we installed, or if it is a repair to the structure of the building. We are not responsible for repairs caused by the misuse or neglect of the property.

Under the terms of the Housing Act 1988 as a tenant you are responsible for, and have to pay the cost of repairing the items in this chapter. For those tenants where we have identified that you qualify for an enhanced service we may, at our discretion, do some repairs that are your responsibility without recharging.

The following repairs are your responsibility unless the failure of the fitting or appliance is due to its age.

Where we have surveyed and/or carried out improvement works to your home, we will make a record of the condition and expected life of fittings in your home. Day-to-day repairs will not be carried out where we believe the fitting to be within its expected life-span.

## Windows and doors

- Front and back door locks, including replacing keys
- Getting you back into your home if you have lost/damaged your keys
- Internal doors, locks, hinges and handles
- Letter boxes, door numbers and security chains
- Window catches and stays, security locks or replacement keys
- Broken windows, unless you have a police crime reference number for them. Remember that false reporting of a crime is an offence and that the police investigate all reports of burglary
- Broken internal windows.

# Tenants' duties and responsibilities

<b>Carpentry</b>	<ul style="list-style-type: none"><li>• Replacing or repairing damaged kitchen units, including cupboard doors, shelves, handles, drawers and work tops</li><li>• Replacing or repairing bath panels or skirting boards.</li></ul>
<b>Plumbing</b>	<ul style="list-style-type: none"><li>• Toilet seats and covers</li><li>• Plugs and chains in baths, basins and sinks</li><li>• Cleaning stains on sinks, baths, showers and toilets</li><li>• Unblocking kitchen sinks, wash hand basins and bath waste pipes</li><li>• Replacing broken or damaged sinks, baths, showers and toilets</li><li>• Tap washers</li><li>• Boxing in pipe-work</li><li>• Washing machine connections</li></ul>
<b>Plastering and finishing</b>	<ul style="list-style-type: none"><li>• Surface cracks to wall and ceiling plaster</li><li>• Ceramic tiles on splashbacks around sinks, worktops, basins and baths</li><li>• Vinyl floor tiles</li><li>• Decoration</li></ul>
<b>Electrical</b>	<ul style="list-style-type: none"><li>• Electrical plugs including fuses</li><li>• Changing light bulbs and fluorescent tubes or starters</li><li>• Domestic appliances such as fridges and cookers.</li></ul>

## Interior decoration

It is your responsibility to keep the inside of your home well decorated. When you move out of your home, you must leave it in good condition for the new tenant.

## In general

If a repair is needed because of damage caused by you, your family, or your visitors, it is your responsibility to put it right. You may either do the repair yourself or pay for someone else to do it. If you ask us to carry out the repair then you must pay us in full before the work can be carried out.

## Insurance cover

We are not normally responsible for any damage to or loss of your fixtures and fittings including:

- furniture
- carpets
- clothing
- other household effects such as contents of a fridge or freezer.

This is usually the case even if it is linked to a repair that we are responsible for, therefore we strongly recommend that you take out home contents insurance. To help you, we run a home contents insurance scheme.

Contact your housing officer for details or visit **[camden.gov.uk](https://www.camden.gov.uk)**

# Repair priorities and timescales

We prioritise repairs depending on how urgent they are. We would like to do all repairs straight away but it saves money if we have longer to do less urgent ones. This includes repairs that fall under RTR regulations.

Priority	Timescale	Type of repair
<b>1. Emergency (out of hours)</b>	Contractor will be asked to attend within two hours except for lift emergencies when the timescale is to attend within three hours. We will only accept calls and raise repairs outside our normal opening hours where there is danger to people or property.	The repair will usually be to make the situation safe.
<b>2. Emergency (daytime)</b>	Contractor will be asked to attend before 8pm the same day (in cases of immediate danger we will ask them to attend within two hours).	Repairs ordered during office hours where there is danger to people or property.

<b>Priority</b>	<b>Timescale</b>	<b>Type of repair</b>
<b>3. Right to repair (urgent).</b>	Complete within three working days.	Repairs that are not an emergency but must be done within this timescale as defined under RTR.
<b>4. Urgent</b>	Complete within five working days.	Urgent Repairs that are not considered an emergency but which if not completed quickly would cause significant nuisance.
<b>5. Routine</b>	Complete within 20 working days.	Repairs that the Council is responsible for that are not considered an emergency or urgent.
<b>6. Programmed</b>	Completed within an agreed timescale.	Repairs that are complex, subject to leaseholder consultation or involve specialist works.

The following tables show the types of repair we must do and the priorities we give them. Repairs that qualify under Right to Repair are marked 'RTR'.

Please note that not all emergency repairs qualify as RTR, only those that are identified under the government scheme. Even if a repair is considered to be an emergency, if it is your responsibility to do it, then you will still have to pay for it.

If you suspect that damage is a result of racial harassment or domestic violence, please always call the police immediately.

## Priorities for repair

Type of repair	Example or explanation
Total loss of electrical power	No power in the home. (RTR)
Unsafe power or light socket or electrical fitting	Bare wires exposed, socket sparking or smoking. (RTR)
Total loss of water	No water in the home (but not where the supply company has shut off the supply). (RTR)
Total or partial loss of gas supply	Loss of gas supply (but not where the supply company has shut off the supply). (RTR)
Blocked boiler flue	Flue blocked by something such as a plant growth. (RTR)
Total or partial loss of space or water heating between 1 November and 30 April	No heating, no hot water or both. (RTR)
Blocked or leaking foul drain, soil stack or toilet pan	Sewer drain backing up or blocked soil pipe. This only qualifies as RTR if there is no other working lavatory in your home.

## Emergency

Type of repair	Example or explanation
Toilet cannot be flushed	Where a toilet cannot be flushed because of a blockage not because of a faulty flushing mechanism. This only qualifies as RTR if there is no other working toilet in your home.
Severe leak from water or heating pipe, tank or cistern	Leak from a water supply pipe or storage tank. (RTR)
Insecure window or door as the result of a crime.	The home is insecure, for example due to a broken window or damaged door. If the damage was caused by a crime you must call the police first as we can't order a repair until you have a crime reference number. (RTR)
Making safe dangerous structures	Making ceilings safe if they are in danger of falling.
Security work to dwellings following confirmed reports of harassment	Security work as part of our policy to prevent harassment.
Securing empty homes	Securing empty homes to prevent unauthorised occupation.
Lift breakdowns	Getting a lift working again (but not where shutting down a lift has been planned or if a major repair is needed).



Type of repair	Example or explanation
Lighting in communal areas	Repairing lights in a communal area.
Partial loss of electrical power	No power to one room only. RTR
Partial loss of water	Loss of water to one room only. (RTR)
Loss of space or water heating (between 31 October to 1 May)	No heating, no hot water or both. (RTR)
Blocked basin, bath or sink.	Water not draining away. You must also have tried to unblock it yourself first. This only qualifies as RTR if it is not caused by misuse.
Tap that cannot be turned	Tap stuck on or off. (RTR)
Loose or detached banister or handrail	Loose or insecure banister in your home. (RTR)
Rotten timber flooring or stair tread	Rotten floorboards or stair treads. (RTR)

## Urgent RTR

Type of repair	Example or explanation
Roof leak	Temporary repair to make safe and stop leaking. (RTR)
Repair of mechanical extractor fan	In kitchen or bathroom and only where there is no window to ventilate. (RTR)
Repair of door entryphone equipment	Repair to entryphone handset in a home. (RTR)
Reconnecting electrics following water leaks	Where a lighting circuit was disconnected because of water damage.
Repairing an intermittent water leak	For example a leak that only happens when a sink is emptied.
Reglazing windows Putting new glass in a boarded-up window (but only when it is our responsibility).	Replacing a toilet pan Replacing a cracked or broken toilet pan (but only when it is our responsibility).
Replacing a broken tap	Replacing a broken tap that cannot be repaired.

## Urgent

Type of repair	Example or explanation
Improvement work to homes after confirmed reports of harassment	Improvement work as defined under our harassment policy.
Unblocking gutters, rainwater downpipes and gullies	Clearing leaves from gutters if the blockage is causing damage to the building (but not if scaffolding is needed).

If a repair is needed because of damage caused by you, your family, or your visitors, it is your responsibility to put it right. You may either do the repair yourself or pay for someone else to do it.

## Routine

Type of repair	Example or explanation
Repairing windows	For example to frames and sash cords (this does not include new windows).
Repairing kitchen units and cupboards	Repairing, for example, cupboard and unit doors and drawers, but only at the end of their life-expectancy and not because of misuse.
General carpentry repairs.	For example to door frames but only if at the end of their life-expectancy and not because of misuse.

## Programmed

Type of repair	Example or explanation
Renewal of things in homes, needed because they have reached the end of their life-expectancy	Replacing kitchen units or baths.
Structural repairs	For example, roof repairs or damp-proof works, where scaffolding is needed or where leasehold consultation is required.

## Access

We have the right to enter your home at all reasonable hours. This applies to council staff or other authorised people such as our contractors. You must let us in if we ask you to.

Under your tenancy conditions we can force entry to homes to carry out an emergency repair or safety check. You must report repairs that need doing immediately and allow us access to your home quickly when we ask for this. If you don't do this we may need to force entry. We need access:

- for gas safety inspections
- to check the condition of a home or those next to it
- to repair, alter or improve the home or those next to it. This includes electrical wiring, gas and water pipes or drainage and heating systems.

If we have had to force entry to a home, we will leave it secure. If we had to force entry because of your negligence, for example if you overfill your bath and flood the property below, we will charge the cost to you.

## Appointments

We aim to give you an appointment when you report an urgent or routine repair so that you know when our contractor will attend. We do not make appointments for emergency repairs.

When you report an emergency repair, you must do your best to contain the situation. For example you might need to turn off the water supply. You must also be there to let us in straight away when we visit.

## Access and appointments

Unfortunately we might sometimes have to break an appointment but will try to contact you in advance to tell you. If this happens you may be entitled to compensation. If you break an appointment or we cannot get into your home:

- we will try to telephone you.
- if we cannot contact you, we will leave a card to say we couldn't get in and asking you to contact us to rearrange for the work to be done.
- we will record the date and time of our visit on our database, and cancel the repair order.

It is your responsibility to contact us to order the repair again. If this happens we will give the repair its original priority. That means that the timescale for the repair will restart from the date you order it again.

Rechargeable repairs are those that tenants have to pay the Council for. You may also do the repair yourself or pay someone else to do it. We are committed both to providing a cost-effective repairs and maintenance service and to meeting our obligations as a landlord. We will therefore charge you for any work we do for which you are responsible, or which is caused by you misusing your home, or not looking after it.

Our charges are based on what it costs for our contractors to do the work. Costs are subject to VAT and go up each year by the rate of inflation. Unless there are exceptional circumstances, you must pay for rechargeable repairs before we do the repair. Currently the minimum charge for any rechargeable repair is £30.

We charge for repairs if:

- work is needed due to accidental damage or wilful neglect by you, members of your household or visitors to your home
- we do work for which we have no responsibility under the law or your tenancy conditions
- we have to force entry to your home due to your negligence, for example if you lose your keys
- we have to repair a property after you have moved out because you have damaged it or done alterations that we did not approve.

## Rechargeable repairs

We will tell you as soon as possible if a repair is rechargeable. This could be:

- when you report the repair
- during an inspection for other work in your home.
- after a report from our contractor or someone else we have authorised to visit your home.
- during a routine inspection after you have given notice, or been given notice to end your tenancy. You will get the opportunity to do the work yourself or arrange for it to be carried out at your own expense. However, we may wish to inspect the work once it is done to check the standard.

Examples of what we might consider to be accidental deliberate damage or wilful neglect might include:

- holes or other damage to internal doors
- damage to kitchen units and worktops
- blocked drains, toilets, baths, basins and sinks where the blockage is caused by misuse
- damaged wall or ceiling plasterwork caused by the use of a steam wall-paper stripper. We will only do a repair that we have no duty to do in exceptional circumstances.

Examples might be:

- if all named tenants are over 65 and there is no-one living with you who could help with the repair
- if you are registered to get a care package
- where not doing the repair would endanger you or other residents or would severely damage your home, or other properties
- if you have made alterations or improvements without our agreement, and they are found to be unsafe, we will arrange for them to be made safe immediately. We will charge you for this work. We will tell you so, and confirm this in writing.

## At the end of your tenancy

Where you have given notice to end your tenancy, we will do a routine inspection. We will tell you about any repairs that are your responsibility and give you the opportunity to do the work yourself or arrange for it to be done at your own expense. We will re-inspect your home before the end of your tenancy to ensure that the work has been done and to a satisfactory standard.

If you have a transfer application or mutual exchange taking place, we may suspend this to ensure the work is done before your tenancy ends. If you have returned your keys, and we

need to do work to bring the property to a safe and acceptable standard before the new tenant moves in, we will charge you for this as a former tenant. If damage has been caused by a crime, you must report the incident to the police first. Then you need to report the repair to us, and tell us the crime reference number.

False reporting of crime, such as saying that damage was caused by a crime when it wasn't, is an offence. The police will investigate all reports of burglary.

We know that residents have different needs and we are committed to giving people equal and fair access to our services, with extra help where needed. We have a policy that allows us to do some repairs that are your responsibility without recharging on a discretionary basis, if we believe that you meet one of the following special conditions:

- you, or someone living with you gets a care package from the Council's social care services
- all named tenants are over 65 and there is no other member of your family or household who can help with the repair. Other discretionary repairs may also include security work carried out under our harassment policy, and repairs needed because you have experienced confirmed antisocial behaviour.

## Extra support

To help us apply the discretionary repairs policy fairly, we will keep information that tells us that you qualify for discretionary repairs on our database. We may also keep other details that make sure that everyone can use our services, such as:

- how you prefer to communicate with us, for example text messaging or email
- translation or interpretation requirements, Braille or large print



- issues that may affect access for our contractors to your home, for example mobility or sensory issues.

If the repairs service are not already aware that you qualify for discretionary repairs, we will tell you what the qualifying criteria are. We will assess your initial request for a repair on its own merits and decide whether we will do it.

## Discretionary repairs

All secure tenants have a right to do minor alterations and improvements to their homes, such as fitting a new bath. You must always get our written permission before doing these. This should set out clearly what has been agreed and with whom, and you must keep the letter giving permission for your records.

Some types of alteration or improvement also require planning permission or building control approval or both and there are costs involved in getting these. We have the power to make you put the property back to how it was to start with if you do work without permission.

## Compensation for your improvements

When you move out of your home you can claim compensation for improvements you have made. We may pay compensation for all or part of the cost of improvements if:

- you give one month's notice before leaving
- you got written permission before the improvement was made
- the improvement is still noticeable and working properly
- the work improved the property and is acceptable to us.

Qualifying improvements are:

- a new bath or shower
- a new wash-hand basin
- a new toilet (pan and cistern)
- a new kitchen sink
- new storage cupboards in bathroom or kitchen
- new work surfaces for food preparation
- space or water heating

## Your improvements and alterations

- thermostatic radiator valves
- insulation of pipes, water tank or cylinder
- loft insulation
- cavity wall insulation
- draught-proofing of external doors or windows
- rewiring or fitting of power and lighting or other electrical fittings including smoke detectors
- security measures (excluding burglar alarms or external security grills).

We are happy to offer you appropriate compensation for all or part of the cost of improvements, so that they can benefit future tenants, so long as you meet the conditions above.

Where you have made alterations or improvements without permission and we find that they are unsatisfactory, we will tell you what you should do and confirm this in writing. You will be allowed to do work to put them right at your own expense and within a given timescale.

Where alterations and improvements were made without permission but are satisfactory, you will still be required to apply for retrospective permission for the alteration or improvement, and will not be eligible for compensation.

We make sure that all our homes are fit to live in, secure, safe and comply with legal requirements before you move in. A decoration allowance may be provided to help with the cost of decorating. We aim for the same lettable standard of repair for each home. The standards that follow apply to empty properties.

## Utilities

- all electrical fittings are tested to comply with current safety regulations. We give you the safety certificate and keep a copy ourselves
- there are at least two double-switched sockets in the living room, one double-switched socket in each bedroom and one single-switched socket in the hall. The kitchen will have at least two double-switched sockets, a cooker control point and a switched fused socket for a fridge and washing machine
- we will test the gas system before you move in. Our GAS SAFE registered heating contractor will give you safety certificates and we also keep a copies
- our heating contractor may need to visit once you have moved in and you will need to let us in once every year for a service and safety check. We will tell you about this when you sign your tenancy agreement
- the property will have safe and adequate heating. Most of our homes have gas central heating or are part of a district heating system. Homes that have neither of these have a gas or electric fire or storage heaters

# The lettable homes standard – information for new tenants

- the plumbing and water system will be tested to ensure that it works and does not leak. Cold drinking water from the mains will be supplied to the kitchen sink. Taps and stopcocks will turn freely
- we do not currently supply you with gas or electricity. You must arrange to get these connected. If the property is without an electricity or gas meter it is also your responsibility to get one installed.

## Externally

- the roof will be safe, secure, and wind and watertight
- the brickwork will be free of graffiti and major cracks, and wind and watertight. Air bricks and vents will be free from obstruction
- drains, gutters, downpipes and overflows will be safe and secure, and free of blockages and leaks
- windows will be safe, wind and watertight, and will open and close freely. The frame and glazing will be secure and locks and latches will work
- external doors will be secure, will open and close freely, and will be wind and watertight. Locks will work. The front door will have at least one secure lock and we will give you least three sets of keys. We do not keep keys to homes that we have let. If you lose your keys or lock yourself out you will have to pay for a forced entry, and a new lock and keys
- if a home has an overgrown garden, we will clear it enough to make it accessible and take away any unsafe structures, such as sheds or fences
- if there is a balcony, it will be free of rubbish and debris.

## Internally – floors and stairs

- the kitchen, bathroom and toilet floors will have washable vinyl or similar flooring. It will be clean, undamaged and without trip or slip hazards. We do not provide floor covering in other rooms. You must put down soft floor coverings such as carpets, as wooden floors cause a noise nuisance. Check your tenancy conditions for more information
- we will remove carpets and carpet grippers left by the previous tenant
- stair treads, risers, handrails and posts will be secure.

## Internally – doors and windows

- the bathroom and toilet doors will have suitable locks. The kitchen will be fitted with an internal fire-resistant door with an adequate closing device
- all doors in the home will be clean with secure hinges and will open and close freely
- window glass will be intact and secure. Windows will open and close freely. We will only provide security locks to windows at ground floor level or facing pedestrian access such as balcony walkways. It is your responsibility to fit extra security locks.

## Internally – kitchen

Depending on the size and layout of the property and kitchen, as a minimum there will be:

- one sink unit with a sink and single drainer
- one double base unit and worktop
- one double wall unit.

Additionally:

- all units will be in a usable condition. Drawers and doors will open and close freely
- worktops will be clean and sealed where the worktop meets the wall and also around the sink
- the sink will be clean and free of rust and stains and fitted with a plug and chain
- taps will be clean and easy to use, will not drip and will be marked 'hot' and 'cold'
- there will be at least two rows of tiles on the walls above the work surface and the sink
- if there is room, a space will be left for a washing machine and connections will be provided. It is your responsibility to get your washing machine plumbed in.

## **Internally – bathroom and toilet**

- the bath will be clean and sealed where the bath edges meet the tiling on the walls. It will be secure, and will have a plug and chain and secure bath panels
- the toilet will be clean, secure and easy to flush, with a seat and lid
- the wash-hand basin will be clean and secure, and will have a plug and chain
- taps will be clean, easy to operate, drip-free and marked 'hot' and 'cold'
- there will be at least three rows of tiles on the wall around the bath and at least two rows above the wash-hand basin.

## Internally – walls and ceilings

- walls and ceilings will be sound, and without damp, large cracks or loose plaster. We try to check plaster, but this can be difficult when walls and ceilings are papered. Steam wallpaper strippers are not to be used as they can damage plaster finishes. Check your tenancy conditions for more information
- we only decorate in exceptional circumstances, for example, if walls are covered in offensive graffiti or mould. It is your responsibility to decorate including the filling of hairline or shrinkage cracks as part of your redecoration. A decoration allowance may be provided to help with the cost of decorating. We will tell you about this when you view.

## Internally – cleaning

- the property will be free of rubbish. The floors will be swept and mopped if they are washable
- all sanitary fittings will be descaled and chemically cleaned
- kitchen units and cupboards will be washed down and left clean.

## Internally – miscellaneous

- to meet regulations, we check our properties for asbestos and remove or make safe any we find
- we strongly advise that you buy and install battery-operated smoke alarms.

You can get free smoke alarms and fire prevention advice by calling the London Fire Brigade on **020 8555 1200** or visiting the website **[london-fire.gov.uk](http://london-fire.gov.uk)**

# Rechargeable repairs for empty properties: information for tenants moving out

We aim to inspect properties during the notice period, before they become empty. This is to check the condition before you move out and see if any repairs needed are your responsibility.

Where repairs or damage to the property have been caused by you misusing the property, we will tell you. We will also tell you in writing about the damage and repairs that are your responsibility. You will have the chance to do repairs or pay to get them done yourself. In some circumstances we may take action such as suspending a transfer application until repairs have been done. If you don't do repairs that are your responsibility, we will charge you for the cost of doing them after you have moved out.

## Tenancy conditions

Your tenancy conditions say that when you move out you must leave the property and garden clean and tidy. You must remove your belongings unless we have given you written permission to leave any of them there. If we haven't done this, we will assume that any belongings you have left have been abandoned.

We may dispose of them without contacting you. We will also charge you for doing this. We will charge you for removing anything from an empty property as well as for any repairs that were identified as your responsibility.



## Asbestos advice

Asbestos is a naturally occurring fibrous material used in many building materials and products. This is because it is fire-resistant, resists many chemicals and is an excellent insulator.

When left intact and undisturbed, asbestos containing materials do not pose a health risk to people working or living in buildings.

Asbestos containing materials are not generally considered to be harmful unless the products are damaged and are releasing dust or fibres into the air where they can be inhaled or ingested.

You should be aware, however, that DIY activities such as sanding and drilling may damage building materials that contain asbestos. Before you do such work, especially on any of the areas listed below, you must get advice from the London Borough of Camden's compliance officer.

Asbestos may be found in many different products and many different places in the building. Products containing asbestos can look the same as those that do not.

These are common places where asbestos may be found in a flat / house:

### Outside the Building

- garage and shed roofs
- drain pipes and gutters
- roof soffits, fascias and tiles

## Inside the building

- decorative textured wall and ceiling coatings (eg Artex)
- duct panels or boxed areas housing services
- infill panels (eg behind radiators/above doorways)
- floor coverings / tiles (including bitumen adhesive)
- suspended ceiling panels
- underside of stairs
- bath panels
- toilet cisterns

For further advice contact **APITeam@camden.gov.uk**

# Digital television reception

In 2012 all television services in the UK went digital.

We installed a new digital TV system, known as an Integrated Reception System (IRS) into all council-owned homes.

In your home you will have a television socket that is connected to the new IRS. This will give you the main five channels (BBC1, BBC2, ITV1, Channel 4 and Channel 5).

If there is a fault with your IRS, contact us on **020 7974 4444**.

# When a tenant dies or moves out

When a tenant dies	<b>125</b>
Joint tenants	<b>125</b>
What is succession and when can it happen?	<b>125</b>
What if there is more than one person who can succeed to a tenancy?	<b>127</b>
When the property is bigger than the person succeeding needs	<b>127</b>
What will happen if I can't succeed to the tenancy?	<b>128</b>
What happens when a tenancy can't be given?	<b>129</b>
When a tenant moves out	<b>130</b>
Assignments by court order	<b>130</b>
When can a tenant assign their tenancy?	<b>130</b>

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# When a tenant dies

We are often asked if people who live with council tenants can take over the tenancy when the tenant dies. This is called 'succession'.

This chapter tells you what usually happens when a tenant dies or moves out. You should get advice about your own situation. For up to date advice and information, you should contact **020 7974 4444** or see the 'frequently asked questions' at **camden.gov.uk**.

## Joint tenants

If more than one person has signed a tenancy agreement, this is called a 'joint tenancy'. If there are two joint tenants and one dies, the other joint tenant keeps the tenancy which will then be in their name only.

We will usually only give joint tenancies to husbands, people who are married or have a registered civil partnership and other couples who have been living together for at least a year.

## What is succession and when can it happen?

If the tenancy is a secure tenancy, an introductory tenancy or a demoted tenancy, some close family members can automatically carry on with the tenancy if a tenant dies. This is called 'succession'.

Ask your housing officer if you are not sure what type of tenancy you have. There can only be one succession – this includes when a joint tenant dies and the other tenant keeps the tenancy.

If you have succeeded to a tenancy already, or you live with a tenant who has succeeded, please see **What will happen if I can't succeed the tenancy?** on **page 126** .

There is more information about succession in **chapter 14, your tenancy conditions**.

## Husbands, wives and registered civil partners

If a husband, wife or registered civil partner is living with the tenant when they die, and the property is their only or main home, they will succeed to the tenancy if there has not already been a succession. A tenancy can also pass to the tenant's partner or civil partner, but if the tenancy began before 1 April 2012 they must have lived together for at least 12 months.

## Other family members

The following family members can also succeed to a secure, introductory or demoted tenancy if they were living with a tenant for a year up to their death, the property is their only or main home and the tenant did not succeed to the tenancy:

- parents
- grandparents
- children
- grandchildren
- brothers and sisters
- uncles and aunts
- nephews and nieces.

This includes relations by marriage such as stepchildren.

## Young people under 18 and children

A young person under 18 or a child can succeed to a tenancy.

Although the law says that they are too young to be tenants, the tenancy can be held in trust for them until they reach 18.

Tenants can say in their will who they want to be the trustee (the person or organisation that keeps the tenancy in trust). If an adult moves into a council property to look after someone under 18 who has succeeded to the tenancy, the adult cannot be granted the tenancy – it has already passed to the young person.

## What if there is more than one person who can succeed to a tenancy?

There can only be one successor. A husband, wife, partner or registered civil partner would be first in line.

If the tenant was not married or living with a partner or registered civil partner, other family members who could succeed can decide between themselves who the successor is going to be. If a family cannot agree, the Council must decide.

## What happens if the property is bigger than the person succeeding needs?

Successors who were joint tenants, husbands or wives, registered civil partners, or partners can stay in a property that is bigger than they need after the tenant dies. We will give help and advice if they consider moving to a smaller property, and they may qualify for a payment under our incentive scheme.

Other family members will usually be asked to move to a smaller home if they have more bedrooms than they need under our



housing allocations scheme. We do this to free up larger properties for overcrowded and homeless households. We would not start to take court action to enforce this earlier than six months after the tenant dies, or after we are informed that the tenant has died.

For example, if you have always lived with one parent, and they never had a joint tenancy with anyone else, it is likely that you will succeed to their tenancy if they die. But we might ask you to move to a smaller home.

## The rent

### Joint tenants

The rent account continues if a joint tenant dies, and the other joint tenant is responsible for any rent owing.

### Successors

If you succeed to a tenancy, you must start paying the rent on the Monday after the tenant died. If the tenant had owed any rent when they died the Council will ask that this be paid from any money they left.

## What will happen if I can't succeed to the tenancy?

Sometimes we can give a new tenancy to someone who lived with a tenant who has died, even if they can't succeed to the tenancy. For tenancies that began before 1 October 2007 a person must have lived with the tenant for at least a year.

For tenancies beginning on or after 1 October 2007, they must have lived with the tenant for at least five years. Carers and family members who can't succeed because the tenant was a successor can also be considered under this policy.

If we decide to give a tenancy to someone who lived with a tenant who has died, we will ask them to move to a smaller home if the property has more bedrooms than they need under our housing allocations scheme.

For example, if you have always lived with your parents but one died before the other, the surviving parent will probably have been a successor. This means you can't succeed to their tenancy because there can only be one succession. However, you might qualify for a tenancy under council policy. If you do, you might be asked to move to a smaller home.

## Rent and other charges

When we give a new tenancy the rent is due from the day the tenancy begins and must be paid a week in advance.

Anyone who continues to live in a property after a tenant dies must pay for their use of the property, even if they do not have a tenancy yet. We will not consider giving a tenancy to anyone who does not make these payments.

## What happens when a tenancy can't be given?

When someone who lived with a council tenant cannot succeed to the tenancy, or be given a new tenancy, we will usually ask them to move out. This will probably apply to lodgers, friends of the tenant and family members who have been staying with the tenant for less than five years (one year if the tenancy began before 1 October 2007). If they don't move out straightaway, they will have to pay an occupation charge and risk legal action.

When we ask someone who was living with a council tenant to move out, our housing options and advice service can give advice about finding somewhere else to live.

You can phone them on **020 7974 4444** or visit **camden.gov.uk/housing** for more information.

## When a tenant moves out

### Can a council tenant give their tenancy to anyone else?

A secure or introductory tenancy can only be given to someone else if certain conditions are met. A deed will then have to be drawn up, or a court order made. This is called an 'assignment'.

You need to get advice from your housing officer or a solicitor before an assignment can take place. Demoted tenancies can't be assigned unless by a court order.

## Assignments by court order

A court can decide to give a tenancy to someone else. This could happen in divorce proceedings or under the Children Act or Civil Partnership Act.

## When can a tenant assign their tenancy?

Tenants can only assign their tenancy to someone who would be able to succeed to the tenancy if they died. For more information see the information under the heading **What is succession and when can it happen? on page 123.**

You must ask the Council for permission to assign your tenancy. We will not refuse permission unless we have a good reason.

# Lodgers and subletting

Lodgers	<b>133</b>
Renting out or subletting part of your home	<b>135</b>
Renting out or subletting all of your home	<b>136</b>
Can I leave my home for a short period of time?	<b>136</b>



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# Lodgers

## Who is a lodger

A lodger is someone who rents a furnished room in your home. They have use of the bathroom and kitchen, but do not have sole use of any part of your home and cannot exclude you from their room. You may provide services such as cleaning or meals.

## Can you take in a lodger

Secure tenants have a right to take in lodgers as long as it does not cause overcrowding.

You do not need permission, but we would prefer you to tell us so that we can explain the pros and cons.

Introductory and demoted tenants do not have the right to have lodgers.

## Will a lodger affect your benefits

If you receive more than £20 a week (2015/6 figures), the extra cash is likely to affect your benefits.

You must tell us and the Department for Work and Pensions (DWP) if you take in a lodger. If you don't, you may be given too much benefit, which you will have to repay. Failure to declare extra income may also be regarded as fraud and you could risk prosecution.

If the person living with you is an adult relative (parent, parent-in-law, son, daughter, son-in-law, daughter-in-law, stepson or stepdaughter, brother, sister or partner) they will not be classed as a lodger, but you must still tell us. You may get less housing benefit or disability benefit.

Housing benefit rules say you will get less benefit if you have one or more spare bedrooms and you are under pension credit age. Taking in a lodger may avoid this problem but take advice first if you are thinking of doing this.

If you are the only adult in your home, taking in a lodger could affect your single person council tax discount.

If you are working, your tax could be affected

You do not have to pay tax on rent you get from a lodger up to £4,250 a year (2015/16 figures). Any child tax credit or working tax credit will not be affected. If you earn over £4,250 a year from your lodger's rent, you must tell your tax office

## **You are responsible for your lodger**

You are responsible for checking whether a lodger is suitable for your household. If you have children or vulnerable adults in your home you can ask for a police check.

If a lodger causes any damage to your property or causes anti-social behaviour, we will hold you responsible under your tenancy conditions.

It is your responsibility if you need to redecorate or replace any furnishings between one lodger and the next.

You should inform your home contents insurer to check your cover is still valid. Your lodger should insure their own contents separately.

# Renting out, or subletting, part of your home

Secure tenants may rent out or sublet part of your home but **must have our written permission first**. Introductory and demoted tenants do not have this right.

There is a lot to think about before letting out any rooms in your home to paying guests. There are websites (for example Airbnb) which help arrange short term lets, but if you are thinking of doing this, you must get our permission first.

We can refuse to give permission if we have good reasons. We will tell you what these reasons are. You have a right to appeal.

## Is sub tenant the same as a lodger

A sub tenant has more rights. A sub-tenant is a person who has been given sole use of a room or part of the home, and who normally lives separately from the household under a more formal arrangement.

## Benefits and tax

Extra rental income may affect your benefits and the amount of tax you pay. You should declare any extra income to the housing benefit team, the DWP and tax office.

Your responsibility for the conduct of your sub tenant is the same as that for a lodger (see section above).

Seek advice if you are not sure.



## Renting out or subletting all of your home

Renting out the whole of your home is against your tenancy conditions. This means that you will lose your secure tenancy and we will take legal action to repossess your home.

Subletting and profiting from subletting are also criminal offences and could lead to a fine, imprisonment and an order that the profit made from subletting is repaid.

## Can I leave my home for a short period of time?

You are allowed to go away on a temporary basis for up to six months and have someone else live in your flat on an informal basis. You must have our written permission first. We must be satisfied that your tenancy will remain your main home. You must give full contact details of the person looking after your home. You will be responsible for ensuring the conditions of tenancy are maintained while you are absent.

## Further advice

Contact us on **020 7974 4444** or visit **[www.camden.gov.uk](http://www.camden.gov.uk)**

Or **see page 10** of this guide for places to go for independent advice.

# Your tenancy conditions

<b>Introduction</b>	<b>139</b>	Relationship with council officers	<b>151</b>
Introductory tenancies	<b>140</b>	Repairs	<b>152</b>
Joint tenancies statement	<b>140</b>	Gardens	<b>153</b>
Human Rights Act 1998	<b>141</b>	Animals	<b>154</b>
<b>A Your rights</b>	<b>141</b>	Parking	<b>155</b>
Security of tenure	<b>141</b>	Insurance	<b>156</b>
Your right to improve	<b>142</b>	Shared areas	<b>156</b>
Your right to be consulted	<b>143</b>	<b>D Ending your tenancy</b>	<b>157</b>
Your right to see information we hold about you	<b>143</b>	<b>E Passing on the tenancy when a tenant dies</b>	<b>158</b>
<b>B Our duties</b>	<b>143</b>	<b>F Accepting the conditions of tenancy</b>	<b>159</b>
Security of tenure	<b>143</b>	<b>G Changes to the conditions of tenancy</b>	<b>160</b>
Repairs	<b>144</b>	<b>H Serving notices</b>	<b>160</b>
Services	<b>144</b>	<b>I Grounds upon which we may seek possession</b>	<b>163</b>
Quiet enjoyment	<b>144</b>	<b>J Sheltered housing tenancies</b>	<b>165</b>
Anti-social behaviour	<b>144</b>	<b>K Properties where the Council does not own the freehold</b>	<b>166</b>
Major repairs and improvements	<b>145</b>		
Data protection	<b>145</b>		
<b>C Your duties</b>	<b>145</b>		
Rent	<b>145</b>		
Anti-social behaviour	<b>146</b>		
Living in your home	<b>149</b>		

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We want to make some changes to the tenancy conditions, mainly because they are out of date. We will not make any changes until we have given tenants a chance to give us their views.

Between 1st September and 14th October 2015 we will be asking tenants their views.

Between these dates you can see the consultation document and give us your comments at [camden.gov.uk/tenancyconditions](http://camden.gov.uk/tenancyconditions).

You can also email **[tenancyconditions@camden.gov.uk](mailto:tenancyconditions@camden.gov.uk)** or call **020 7974 4444**

If your tenancy starts during this time, your housing officer will give you more information.

After the consultation, we will write to all tenants with a copy of the updated tenancy conditions.

## Introduction

This chapter sets out the tenancy conditions of a Camden Council secure and introductory tenant. It explains your legal rights, the duties the council has as your landlord and the duties you have as a tenant.

If you accept a tenancy with Camden we expect you to:

- keep to these conditions
- pay your rent on time
- take good care of our property
- have consideration for those living around you.

At Camden Council we want our services to be accessible to everyone who needs them. We aim to tackle discrimination and to promote equality for everyone whatever their race, gender, disability, age, sexual orientation or faith.

We value the diversity of our borough and are committed to delivering housing services that recognise the different needs of the many communities who live in Camden today.

We expect our tenants, members of their household and their visitors, to behave towards others in the community with care and consideration.

## Introductory tenancies

From 7 April 2008 all new Camden Council tenants have introductory tenancies. An introductory tenancy is for a trial period of 1 year before your tenancy becomes secure and you gain the rights of a secure tenant. Unless we take action to end your tenancy during your trial period your tenancy will automatically become secure on the anniversary of the date your introductory tenancy began.

This does not apply to you if you are already a secure tenant moving from one tenancy to another or if you are an assured tenant of a registered housing association.

This chapter is the tenancy conditions for both introductory and secure tenants. Most of the tenancy conditions are the same for both although introductory tenants have fewer rights. Please read this chapter carefully or ask staff in the District Housing Office to explain it to you.

## Joint tenancies statement

When a new tenancy begins we will normally offer joint tenancies to all married couples, couples with a registered civil partnership and couples who live together.

In these conditions, 'you' means sole tenants and all joint tenants.

## Human Rights Act 1998

The Human Rights Act 1998 came into force on 2 October 2000. This Act brings the European Convention on Human Rights into the laws of the United Kingdom. We are committed to acting in a way that is in keeping with the Act.

# A Your rights

## 1 Security of tenure

### a Secure tenants

If you are a secure tenant you have 'security of tenure' as long as you remain a secure tenant under the terms of the Housing Act 1985.

This means that we can only take possession of your home:

#### **either**

- by going to court to get a Possession Order on one or more of the grounds set out in Schedule 2 of the Housing Act 1985, which include breaking any of the conditions of tenancy.

These are summarised in Section I of these conditions. (We must tell you if we are going to apply for a Possession Order, and give our reasons, before we apply for a court hearing. The court will only grant an order if we prove one or more 'grounds for possession').

- or** • if we accept your surrender of the tenancy
- or** • you serve us with a valid Notice to Quit
- or** • if a court has made an order to demote your secure tenancy because you have behaved anti-socially.

## **b Introductory tenants**

If you are an introductory tenant we must go to court to get a Possession Order to repossess your home but we do not have to prove a ground for possession to get one; we only need to prove that we have followed the correct procedure.

We will consider repossessing your tenancy if you have broken your tenancy conditions or if any of the grounds for possession that apply to secure tenancies as set out in Schedule 2 to the Housing Act 1985 apply to you. A summary of the grounds for possession of a secure tenancy is contained at section 1.

## **2 Your right to improve**

All secure tenants have the right to carry out improvements to their homes. However, we must first give our permission in writing and you must get the relevant planning permission. If you are an introductory tenant you do not have this right.

An improvement includes:

- Adding anything to, or altering, your home, the Council's fixtures and fittings, or the provision of services
- Putting up a radio or television aerial
- Decorating the outside of your home.

We will not unreasonably refuse our permission. You must not put up a satellite dish on any of our properties without first getting our permission in writing. We will only give this in exceptional circumstances.

Security grilles and gates can be unsafe. You must not fit security grilles to your windows, or security doors or gates, unless we have given our permission in writing. We will not refuse permission unreasonably and in considering whether to give permission we will take into account whether:

- the door, gate or grille meets London Fire & Emergency Planning Authority safety guidelines
- you have received planning permission and building control approval when necessary
- the door, gate or grille is likely to damage the structure or outside of the property.

### 3 Your right to be consulted

All tenants have the right to be consulted and have their views considered on how we manage their homes.

This includes:

- managing, maintaining, improving or demolishing homes
- providing services or amenities
- changes in the practice or policy of the council likely to substantially affect a number of tenants. Also, tenants have a right to be informed about our allocation policies.

### 4 Your right to see information we hold about you

Under Data Protection law you have the right to see information we hold about you. If you ask us to make a copy of your records we can ask you to pay £10 towards the cost of this.

## B Our duties

### 1 Security of tenure

We will grant security of tenure to all tenants who are secure tenants under the Housing Act 1985. We will only seek possession against secure tenants through the courts on one or more of the grounds set out in Schedule 2 of the Housing Act 1985. (These are summarised in Section I.)



## 2 Repairs

We will keep in repair and maintain:

- the structure and exterior of the premises
- the services supplying water, gas, electricity, sanitation, and space and water heating; and
- appliances for delivering these services which we have installed.

We will not be responsible for carrying out work or repairs for which you could be liable due to your duty to use the premises in a tenant-like manner. We will repair and maintain shared boilers and heating mains. If a breakdown lasts for 7 days or longer in any financial year, we will repay your charges for that time, unless you caused the breakdown. Extra compensation for heating breakdowns will be paid to tenants over the age of 65.

This clause aims to describe in simple language the provisions of Section II of the Landlord and Tenant Act 1985. We accept only the duties given to us by the Act, no more and no less.

## 3 Services

We will provide any services we think are needed, and maintain them to a reasonable standard. These may include door entry systems, lifts, and caretaking and cleaning services. We will not be responsible for any failure in our services beyond our reasonable control.

## 4 Quiet enjoyment

We will not interfere with your right to the quiet enjoyment of your home during your tenancy.

## 5 Anti-social behaviour

We will give you help and advice if you tell us you are the victim of anti-social behaviour, and we will investigate complaints of

anti-social behaviour.

## 6 Major repairs and improvements

We will ask for and consider the views of all tenants who would be affected by any proposed major repair or improvement schemes. We will try where possible to make sure tenants are able to return to their original homes, unless they would be under occupied.

## 7 Data protection

We process personal data to carry out our work and to meet our duties under these tenancy conditions. Data is processed in a way that keeps to the duties we have under the data protection laws.

# C Your duties

## 1 Rent

- a You will pay the weekly rent and other charges for your home regularly and on time.
- b Rent is due weekly in advance every Monday. You may pay fortnightly or monthly in advance, if you want to.
- c If we change the rent and other charges, such as heating, we must give you at least 4 weeks' written notice, and let you know you have the right to end the tenancy.
- d For most tenants water rates are included in the rent. This means that if the water rate for your home changes we may change your total rent.

- e You will also pay as rent any amount you owe us for any current or past tenancy. We will write to you within 90 days of the start of the new tenancy, or send you a formal notice, to tell you how much extra you will have to pay.
- f If you need help in paying your rent, or think you may be entitled to Housing Benefit, please contact:

### **The Benefit Service**

The Town Hall

Argyle Street

London WC1H 8NJ

Phone: 020 7974 5950

Email: [benefits@camden.gov.uk](mailto:benefits@camden.gov.uk)

Website: [camden.gov.uk/housingbenefit](http://camden.gov.uk/housingbenefit)

Visits: Mon-Tue, Thu-Fri 8am-5pm (last visit 4.30),  
Wed 8am to 4pm

Telephone: Mon-Tue, Thu-Fri 8am-5pm, Wed 8am-4pm

## **2 Anti-social behaviour**

- a If anyone else lives with you, or visits your home, you are responsible for how they behave in and around your home, on any part of the estate, on any property belonging to the council, or in the locality of your home.

Examples of anti-social behaviour include:

- harassment, including racial harassment and domestic violence
- noise nuisance
- dumping rubbish or furniture
- failing to control children who are causing a nuisance or damage to property, including graffiti

- criminal activity
  - throwing things off balconies or out of windows
  - breaking shared security, for example allowing strangers to get into the building
  - not keeping pets under control, including excessive barking of dogs and dogs fouling in communal or shared areas
  - drug dealing in properties or on estates
  - spitting or urinating anywhere in the communal areas of the block or on the estate.
- b You or anyone else living with you or visiting your home, must not do, cause, encourage or allow to be done, anything which causes or is likely to cause nuisance, or may cause harassment or annoyance to anyone else. This applies in your home, on your estate, on any of our property, or in the locality of your home.
- c Section 71 of the Race Relations Act 1976 gives us duties in promoting good relations between people of different racial groups. This means we cannot allow tenants to do, or allow anything to be done, which involves or constitutes racial harassment, including abusive behaviour, verbal or otherwise. This rule applies in their homes and anywhere on any of our estates.
- d You must not do or allow anything to be done in your home or on any part of the estate which is harassment. This includes abusive behaviour, verbal or otherwise, on the grounds of gender, disability, age or sexuality.
- e You must keep noise, including televisions, radios, record players, musical instruments and so on, to a reasonable volume at all times. **You must not make any noise which can be heard outside your home between 11pm and 8am.**

f The following condition applies if you live in a flat or maisonette and we inform you in writing that we are aware of noise nuisance coming from your property:

You must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a suitable alternative floor covering that has similar noise reducing qualities. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the Council.

g The following condition applies to all tenants:

You must not put down laminate floor coverings or other types of wooden or artificial floor coverings without written permission. We will not give you permission unless the District Housing Office is satisfied that you have done enough to reduce noise nuisance to other residents.

h You must not keep any firearms unless you are legally entitled to hold them. Examples of firearms include airweapons, shotguns, replicas and de-activated weapons. If you have a legal firearm you must use and store it only in ways the law allows.

**If you, a member of your household, or a visitor cause a nuisance or annoyance or otherwise break any of these conditions, the council can take legal action against you, for example:**

- We can ask a court for an anti-social behaviour injunction (ASBI) or an anti-social behaviour order (ASBO). These are court orders to stop behaviour that causes a nuisance or annoyance and if you break them you can be fined or imprisoned, or both. You may also be banned from your property or the area.
- We can ask a court to give us possession of your home and evict you and anyone living there.

- We can ask a court to demote your secure tenancy so that you lose your security of tenure for a certain period of time. The Council will consider all the legal remedies available to us to deal with nuisance and anti-social behaviour. At the same time we will, if we can, give you advice about what to do to keep your tenancy.

If we take legal action we can ask the court to give us an order against you for our legal costs.

### 3 Living in your home

- a You must use the property as your only or main home.
- b We have the right to stop you using your home, or any part of it for anything other than living in.
- c During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell the District Housing Office if you own a residential property or have another residential lease or tenancy.

If you inherit a property this condition can only be broken once you have owned the property for more than 12 months.

In deciding whether you have broken this tenancy condition we will consider:

- Whether the property is fit to live in
- Whether you have acquired the property for use as a holiday home only and whether it is only suitable for that purpose
- Whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances
- Whether it would be reasonable in all the circumstances for you to sell the property.

d You must not assign the tenancy unless:

- You do it by court order under Section 23A or 24 of the Matrimonial Causes Act 1973; section 17(1) of the Matrimonial and Family Proceedings Act; paragraph 1 of Schedule 1 to the Children Act 1989 or Part 2 of Schedule 5, or paragraph 9 (2) or (3) of Schedule 7, to the Civil Partnership Act 2004.
- You do it under the right to exchange (introductory tenants do not have this right); or
- It is to a person who would be legally entitled to succeed to the tenancy. In this case, you must first get our permission in writing. When we are deciding whether to give our permission, we will look at:
  - whether your home would become under-occupied;
  - whether your home has any special facilities or adaptations designed to make it suitable for a disabled person; or
  - anything else which we think is relevant to the assignment.

e You must not give up possession of or sub-let all your home.

f You must not give up possession of or sub-let any part of your home without our written permission (introductory tenants do not have this right). We will not refuse permission unreasonably.

g You must tell the District Housing Office if you will be away from home for more than 3 months (this is so we know that you have not abandoned your tenancy). If you don't use your property as your only or main home, or you don't tell us when you will be away for more than 3 months, we will consider taking action to end your tenancy. You will not have broken this tenancy condition if you have been in hospital.

h You are allowed to be away from your home for up to 6 months and have someone else live there and act as your agent. But you must first tell the District Housing Office and

get our written permission. If you do not get our written permission you could put your security of tenure at risk. In certain circumstances (for example if you are working or studying away from home temporarily) we will consider giving permission for you to be away for more than 6 months as long as we are satisfied that your tenancy address remains your main home.

- i You may take in lodgers, as long as you do not give up possession of all your home. Introductory tenants do not have this right but we will consider requests from disabled introductory tenants for a carer to live with them.
- j You must not overcrowd your home.
- k Joint tenants are not allowed to pass their interest in the joint tenancy to any of the other joint tenants. The only exception to this is where their interest is assigned in one of the ways allowed by these conditions.

## 4 Relationship with council officers

You must not obstruct, abuse, harass, threaten or assault any of the council's officers or agents. This applies whether or not they are carrying out their duties for the council. You must not cause, allow or encourage anyone else to do so. This rule also applies to anyone living with you or visiting your home.

You must do anything reasonable we ask you to do in connection with the way you use your home and our property. We have the right to gain access to your home at all reasonable hours through our housing management staff, or any other authorised person. You must give us access if we make a reasonable request for access. Reasons why we may wish to gain access to your home include, to:

- a inspect the state of repair and condition of your home or those next to it



- b carry out gas safety inspections
- c repair, alter or improve your home, or those next to it. This includes electrical wiring, gas and water pipes or drainage and heating systems
- d make sure no-one is breaking these tenancy conditions or Health and Safety regulations.

If we need to get into your home very urgently and you do not agree or we cannot contact you, we have the right to force entry to your home without a court order. Examples of when we could do this include when there is a serious leak of water from your home or we urgently need to repair something that poses a health and safety risk to you or your neighbours. You must not offer, or give, any gift to any officer or servant of the council.

**Do not let anyone into your home unless you are sure about their identity. Anyone representing the council will show their identification card if you ask them.**

## 5 Repairs

- a You must tell the Repairs Service (phone **020 7974 1212**, or **020 7974 6565** for Bengali speakers) at once about any damage to your home and any defects likely to cause injury or damage to people or property.
- b If there is any damage to, or neglect of, your home or the council's property and it is caused by you, anyone living with you or visiting your home or by your animals you must put it right at your own expense.
- c You must keep your home clean and free from rubbish. If you do not, we will charge you for any work we need to do because of this, such as removing rubbish.
- d We will normally send you a bill for the cost of lost keys, repairs or damage for which you are responsible. Where

necessary, the District Housing Office will find out the price from the District Contractor.

- e You (or anyone living with you or visiting your home) must not interfere with security and safety equipment in communal blocks. Doors should not be jammed open and strangers should not be let in without identification.
- f You must not tamper with any meters in your home, whether they belong to the council or to other statutory bodies.
- g If the heating or hot water services break down, tell us straightaway.

## 6 Gardens and other areas let with the tenancy

- a Any gardens or other areas (for example balconies, patios or yards) let as part of the tenancy are covered by this contract.
- b You must not, without our written permission, remove, plant or put up, any hedges or fences, or remove or prune any trees.
- c You must keep your garden, patio, balcony, fitted window box or other area let with the tenancy, neat and tidy.
- d If you would like to garden any of the communal areas on your estate or outside your block please get the agreement of your estate officer first. The council wants to encourage people to improve their environment and we will agree reasonable requests (this condition is not intended to cover pot plants or hanging baskets).

## 7 Animals

a You, people living with you and people visiting you, must not cause, encourage or allow any animal to do anything which causes, or is likely to cause:

- a nuisance; or
- harassment or annoyance to anyone else on any property belonging to us.

This includes persistent barking, and mess caused by dogs fouling our property.

b If you own or keep a dog you must make sure:

- i it does not foul any property belonging to us;
- ii it is kept on a lead and accompanied by a responsible person whenever it is outside and on any of our property;
- iii any mess caused by the dog fouling any of our property is cleared up (unless you are a blind person, and it is your guide dog);
- iv it does not enter any children's play area or other dog-free zone (unless you are a blind person, and it is your guide dog).

c Neither you nor anyone living with you is allowed to cause, encourage or allow more than 2 dogs to be kept in the premises at any one time.

d Neither you nor anyone living with you is allowed to cause, encourage or permit to be kept on the premises, or brought onto the estate, any breeds named in Section 1 of the Dangerous Dog Act 1991, or which may be specified by us.

e We may, if we decide, ban you and anyone living with you from causing, encouraging or allowing any animal to be kept on any of our properties. This ban will automatically be a new condition of your tenancy.

- f If you are a tenant of the Alexandra Road estate you must not allow any dog, except guide dogs for the blind, to be kept on the premises. We will seriously consider taking action, for breach of these tenancy conditions, if a tenant on that estate takes in a dog.
- g You must not have more than 3 cats in your home unless you have obtained our written permission to have more. We will only give permission in exceptional circumstances and in considering whether to give you permission we will take into account:
- The size and location of your property
  - Whether we have received any complaints about any animals you already have.
- h Do not feed pigeons or any other animal likely to become a pest, outside the building or on the balconies.

## 8 Parking

You must not, without our written permission:

- a park a vehicle, or allow anyone living with or visiting you or your home to park a vehicle, on any part of the estate other than on your own parking area or on a visitors' parking area;
- b park a vehicle, or allow any one living with or visiting you or your home, to park a vehicle that can carry more than 8 passengers, or that either does not fit in a parking space or is more than 2.3 metres high.

**You are not allowed to sub-let a car parking space which is our property.**

You are not allowed to use a garage for any purpose other than to store a roadworthy motor vehicle.

## 9 Insurance

The council's buildings insurance does not cover tenants' possessions. We **strongly** recommend that you take out household insurance with a reputable insurer to include cover for contents and broken windows (this condition does not affect your legal right to claim compensation from the council if the damage was caused by the negligence of the council or its agents).

If you have arranged household insurance through us and do not pay your insurance charges, then we will cancel the insurance policy.

You must tell us in writing if you want to stop paying your weekly household insurance charge. We will only cancel it from the Monday after we get your notification.

## 10 Shared areas

- a This clause only applies if you live in a street property and we do not provide a caretaking and cleaning service. You, and the other tenants of the building, are responsible for keeping all shared areas in the building and the grounds clean and tidy.
- b All tenants must make sure communal stairs and walkways outside their home are kept tidy and free of clutter.
- c You must not leave rubbish outside your property unless the council provides a collection service. When a collection service is provided you must not leave rubbish bags or bins anywhere other than the designated area. These must not be put out any earlier than the evening before collection is due unless you are going to be away or unless the District Housing Office has agreed a different arrangement for your property, street, block or estate.

## D Ending your tenancy

- i Your tenancy may only be ended by a court order, a Notice to Quit from you, or if you surrender it. If you surrender your tenancy you must give us full 'vacant possession'. You, and everyone else living there, must move out. You must give us back all the sets of keys before your tenancy can be ended.
- ii If you want to end your tenancy, you must give us four weeks' notice in writing ending on a Monday. If you do not give this notice, or you give less than four weeks' notice, you will be breaking this condition and you may be charged an amount for damages of up to the equivalent of four weeks' rent. (This does not apply if you are transferring to another council property.)
- iii You must leave the property and garden in a clean and tidy condition. All your belongings must be removed unless we have given you written permission to leave some belongings in the property. If you do not, we may assume you have abandoned these items and may dispose of them without contacting you although we will keep to our legal duties under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982. We will also charge you a reasonable cost for removal, storage or disposal and a sum for lost rental income for the period we are unable to re-let the premises due to having to clear the items.
- iv Once you have given us written notice of ending your tenancy, you must allow any prospective tenants we send to come in and look around your home. You, us, and the party wishing to view the premises will agree a reasonable time for this. This also applies if you accept an offer of another home from us.

- v If you accept an offer of a tenancy for another council home this means you have surrendered your tenancy.
- vi Tenancies start and end on a Monday. You must return the keys to us by 12 noon on the Monday your tenancy ends. This includes all keys to your home, keys to communal areas and door entry key fobs. If you do not do this, you will have to pay an “occupation charge”. (This will be equal to the full rent up to the Monday following the day you return the keys.)
- vii When you leave, you must give us a forwarding address. If you do not, we may not contact you to refund any money due to you, for example overpaid rent or heating refund.

## E Passing on the tenancy when a tenant dies

Section E below applies to you if your tenancy began before 1 October 2007. If your tenancy began on or after 1 October 2007 please see the amended section E at the end of this chapter.

- i If a sole tenant dies we will transfer the tenancy to their husband, wife, civil partner or partner, as long as they were living together in the property when the tenant died and the property is their only or main home. Failing this, we will transfer the tenancy to a member of the tenant’s family if they were living with the tenant continuously for at least 12 months up to the date of the tenant’s death and the property has been their only or main home.
- ii We will look sympathetically at the position of carers wanting to be granted a tenancy when the tenant dies, according to our policy on carers.

- iii If there has already been one succession, there is no legal right to a further succession although we will normally consider giving a new tenancy to a person who would otherwise be eligible to succeed unless there are good management reasons for not granting the tenancy, such as nuisance, anti-social behaviour or harassment, or payments for use and occupation have not been made.
- iv If the property is bigger than is reasonably needed by the new tenant, we may offer suitable alternative housing. (We will not do this if a husband, wife, civil partner or partner takes over the tenancy.) If necessary we will seek possession through the courts. This action, if taken, will only be started 6 months or more after the tenant died.
- v If the property is designed for a person with physical disabilities or special needs and the new tenant is not such a person, we may offer suitable alternative housing. If necessary we will seek possession through the courts.

## F Accepting these tenancy conditions

If you 'enter into possession' of one of our homes, this means that both you and we agree to keep to these conditions of tenancy. You enter into possession of one of our homes if you, for example:

- move in
- move your belongings in; or
- collect the keys.



## G Changes to these tenancy conditions

It is a condition of the tenancy that we may alter these conditions any time by your agreement or by serving you with a 'notice of variation'. We will tell you before we serve you with a notice of variation. We will write to you and tell you about any proposed changes.

## H Serving notices

By us

i If we have to give you written notice we will do this by

- delivering it to you personally; or
- delivering it to your home; or
- sending it by first-class post to your home; or
- any other method approved by law.

This condition applies to any Notice of Seeking Possession; Notice to Quit; and other notices, whether or not under these conditions.

By you

ii If you want to serve a notice on us (including notices in legal proceedings), it must be served at the District Housing Office or Tenant Management Organisation office. The addresses are:

# District Housing Offices

## **Camden Town District Housing Office**

218 Eversholt Street  
London NW1 1BD  
camdentowndho@camden.gov.uk  
Tel: 020 7974 4422

## **Kentish Town District Housing Office**

49-51 Caversham Road  
London NW5 2DR  
kthcustomerservices@camden.gov.uk  
Tel: 020 7974 6813

## **Holborn District Housing Office**

Bidborough House  
38-50 Bidborough Street  
London WC1H 9DB  
holborncustomerservices@camden.gov.uk  
Tel: 020 7974 3566

## **Gospel Oak District Housing Office**

115 Wellesley Road  
London NW5 4PA  
gospoakcustsvce@camden.gov.uk  
Tel: 020 7974 6774

## **Hampstead District Housing Office**

156 West End Lane  
London NW6 1SD  
hampstead.admin@camden.gov.uk  
Tel: 020 7974 6548

## **Sheltered Housing Team**

### **Sheltered Housing Team**

Bidborough House  
38-50 Bidborough Street  
London WC1H 9DB  
sheltered.housing@camden.gov.uk  
Tel: 020 7974 3247/4523

## **Tenant Management Organisations**

### **Maiden Lane Estate Management Board**

Maiden Lane Estate Office  
102A St Paul's Crescent  
London NW1 9XZ  
Tel: 020 7974 8772

### **St Pancras Court Housing Co-op**

52a St Pancras Court  
High Road, East Finchley  
London N2 9AE  
Tel or fax: 020 8444 2100  
stpancrastmo@btinternet.com

### **Abbey Road Housing Co-op**

220 Belsize Road  
London NW6 4DJ  
Tel: 020 7624 6309  
Fax: 020 7625 7366

### **Godwin & Crowndale Housing Co-op**

Godwin Community Centre  
Godwin Court  
Crowndale Road  
London NW1 1NW  
godwincrowndale@wwmail.co.uk  
Tel: 020 7916 5686

### **Carol Street Housing Co-op**

Carol Street

London NW1 OHU

carolstreet@tiscali.co.uk

### **Chalk Farm Housing Group**

The Old Aid Raid Shelter

Powlett Place, Ferdinand Street

London NW1 8EA

Tel: 020 7209 3011

chalk.farm@camden.gov.uk

### **Agar Grove Housing Co-op Ltd**

Ground Floor Offices

Lulworth, Wrotham Road

London NW1 9SS

Tel: 020 7482 4461

## **I Grounds upon which we may seek possession of a secure tenancy and reasons why we may seek possession of an introductory tenancy**

A summary of the main Grounds for Possession is given below:

### **Ground**

- 1 If you are behind with your rent or have broken your tenancy conditions in some other way.
- 2 a i Nuisance or annoyance to people living, visiting or going about their lawful business near your home.

- ii Conviction for using the premises for immoral or illegal purposes or committing an arrestable offence near your home.
- 2 b Domestic violence or the threat of domestic violence, which causes a partner to leave your home.
- 3,4 Damage to the premises, or shared areas, or to any furniture we provide, by the tenant or lodger or sub-tenant.
- 5 If you got the tenancy by making a false statement (including another joint tenant making a false statement).
- 6 You got the tenancy through the right to exchange and paid a premium.
- 8 The tenancy was a temporary one while work was being done to your previous home and that previous home is now fit for you to move back into.
- 9 The premises are statutorily overcrowded.
- 10 We need your home to be empty, because we intend to demolish, rebuild or carry out work on the premises or the building in which premises are situated.
- 10 a The premises are in a redevelopment scheme and the Secretary of State agrees.
- 13 Your home has been designed for letting to people with disabilities, there is no one with a disability living there, and we need to relet your home to such a person.
- 15 We intend your home to be let to people with special needs (for example, sheltered housing), there is no one with special needs living in your home, and we need to relet your home to such a person.

16 Your home is bigger than we consider is reasonably needed. This will apply only if you took over the tenancy as a member of a family other than as the partner of a tenant who died, and action to seek possession is taken between 6 and 12 months after the original tenant died.

**If we seek possession on any of points 9 to 16 above, we will offer secure tenants suitable alternative accommodation.**

The above list is a summary of the main legal grounds that the Council can use to gain possession. **For the full list see Schedule 2 of the Housing Act 1985.** If you lose your security of tenure the council can also seek possession by serving you a Notice to Quit.

The council can seek possession on any of the above legal grounds or on any other grounds that the law may introduce in the future. However, we will follow any relevant policy in deciding whether to take action. If you have any questions, please contact the housing management staff at the local District Housing Office.

## J Sheltered housing tenancies

- i This applies only if you live in sheltered housing.
- ii The tenant must agree to all reasonable requests by the sheltered housing manager, for example:
  - a requests for regular contact at least once a week, to check on your well being. (In most cases, contact will take place at least twice weekly.)
  - b keeping to the proper hours and conditions of use for shared facilities (such as laundry rooms, and so on).
  - c using alarm equipment properly, and allowing access for repairs to facilities, including alarm equipment.

## K Properties where the Council does not own the freehold

- i This applies only if you live in a property where we do not own the freehold. If this condition applies to you we will have told you when we offered you the tenancy.
- ii You have to keep to certain conditions that are imposed on us by the freeholder in their lease. The conditions are those that were set out in the offer of tenancy letter and they form part of your conditions of tenancy.

**Amended section E for secure tenancies that begin on or after 1 October 2007 and for introductory tenancies**

## E Passing on the tenancy when a tenant dies

- i If a sole tenant dies we will transfer the tenancy to anyone who has a statutory right to succeed. Your District Housing Office can explain who has this right.
- ii If there has already been one succession there is no legal right to a further succession although we will normally consider giving a new tenancy to a person who would otherwise be eligible to succeed provided that they have lived in the property continuously for 5 years up to the date of the tenant's death. A tenancy will not be granted if there are good management reasons for not doing so; these may include anti-social behaviour or payments for use and occupation not being made.

- iii We will look sympathetically at the position of carers wanting to be granted a tenancy when the tenant dies, according to our policy on carers. Carers must have been living at the property with the tenant as their only or main home for at least 12 months up to the date of the tenant's death.

**New tenancy condition F: Because of changes to the law after 1 April 2012 all new Camden Council tenancies after that date will have the following additional tenancy condition.**

## **F Changes to the law about passing on a council tenancy when a tenant dies for tenancies beginning after 1 April 2012**

On 1 April 2012 the legal position for succession to a council tenancy changed. Other than for husbands, wives and civil partners [and people who live together as if they are a husband, wife or civil partner] Councils can decide what their succession policy will be for tenancies that start after that date. The Council will be consulting about this in 2012. Until our policy is decided we will consider family members who would have had a statutory right to succeed before 1 April 2012 for succession after this date unless there are good management reasons for not doing so such as anti-social behaviour or non-payment of use and occupation charges.



If you would like **the tenants' guide** or a summary in large print or braille, on audiotape or in another language please contact your housing officer on **020 7974 4444**.

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Housing and adult social care

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London Borough of Camden

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Town Hall

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Judd Street

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London WC1H 9JE

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Telephone: 020 7974 4444

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Textphone/minicom: 020 7974 6866

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Website: **[camden.gov.uk](http://camden.gov.uk)**