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 officers will either help you 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 of legal changes which we must comply with.

It's always a good idea to check our website **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

How to contact Camden	6
The Camden account	7
Tenancy Fraud	8
Complaints	8
How we look after your data	9
Independent Advice Agencies	9
Credit Union	10
Right to Buy	10



How to contact Camden

Online

Access a wide range of services at any time at camden.gov.uk/contact-camden

Phone:

020 7974 4444

Monday to Friday, 8am to 6pm, or outside office hours in emergencies only.

If you are D/deaf or hard of hearing you can call us 24 hours a day using SignVideo.

If you need extra help to contact us or access our services, visit camden.gov.uk/accessibility

In person

Monday to Friday 9am-4pm

Camden reception 5 Pancras Square

London N1 4AG

Report a housing repair:

camden.gov.uk/report-a-housing-repair

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**We will 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:

- online at camden.gov.uk
- email tenancyfraud@camden.gov.uk
- phone 020 7974 5848 and leave a message (anonymously if you wish).

Not happy about something?

 Contacting the manager of the service you are not happy with is a good first step. If you remain dissatisfied, you can make a complaint.

Complaints

- If you are unhappy with a service, you can make a complaint. We will look into the matter, explain to you what has happened and why, and take action to put things right. We also use information from complaints to improve the way we do things in future.
- You can report a complaint to us at camden.gov.uk/ complaints. This link will give information about our full complaints policy and complaints handling code.

The Housing Ombudsman

- The Housing Ombudsman is a free and impartial service which looks into disputes involving tenants and social landlords.
- If you used Camden's complaints process and are not happy with the outcome, you can ask the Ombudsman to assess your case.
- Find out more about the Housing Ombudsman and contact the service online at housing-ombudsman.org.uk

How we look after information ('data') we hold about you

 You can find details about this at camden.gov.uk/privacyanddataprotection

Independent advice agencies

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

Camden Citizens Advice 0844 856 3700 camdencabservice.org.uk

Mary Ward Legal Centre 020 7831 7079 marywardlegal.org.uk

Camden Community Law Centre 020 7284 6510 cclc.org.uk

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

Credit Union

A credit union 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 or

email: info@creditunion.co.uk

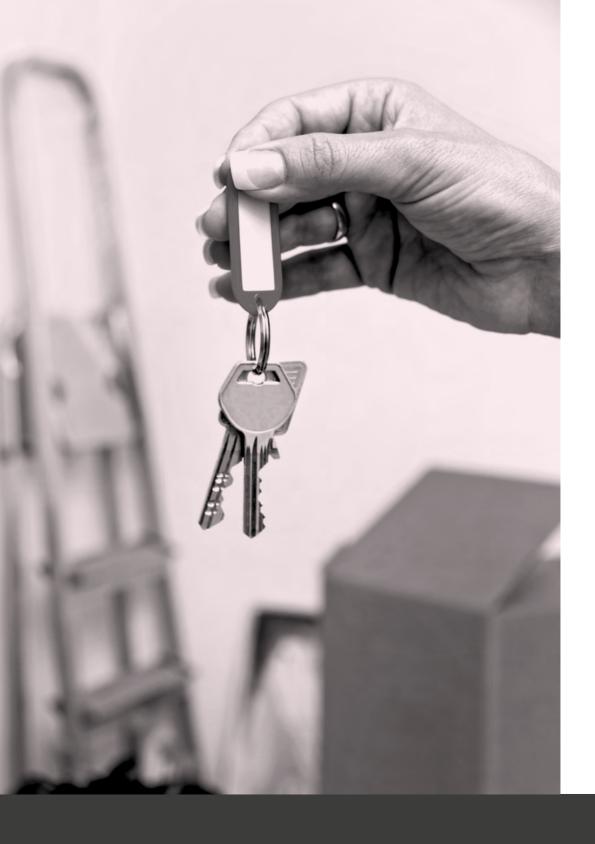
call: 0203 7731 1751

Right to Buy

Most council tenants have a right to buy their home at a discount from their landlord. For up to date information on the scheme contact us on **020 7974 4444** or at **camden.gov.uk/right-to-buy-council-home**

Introductory tenancies

vvnat is an introductory tenancy?	13
What is the difference between the rights of secure and introductory tenants?	14
What if you don't agree with our decision	15
to end or extend your introductory tenancy?	



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.

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.

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.

The Council can add an extra six months to an introductory tenancy if any of the tenancy conditions have been broken. If we do this we will write and tell you.

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, if they meet certain conditions.
- 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 15, sets out the tenancy conditions for introductory and secure tenants. 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. 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. 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 or a notice of extension 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 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.

Your rent

What does your rent pay for	18
How to pay your rent	18
If you have a low income	21
Rent charges and statements	22
Do you owe rent?	23
Paying for a garage, car space, shed or insurance	23
Other bills	24



What does your rent pay for?

We use your rent to pay for the housing services we provide, such as repairs and improvements.

Your rent is due every Monday in advance unless you make different arrangements with us. The amount you pay may also include service charges, such as heating and hot water, or charges for a garage, parking place or shed. These separate amounts make up the weekly amount we charge you.

When you sign a new tenancy we give you a temporary card so that you can start paying your rent straightaway. We will send you a permanent payment card soon after you move in with your name and rent account number on it.

If you are a new tenant and you get welfare benefits, you must tell the Department of Work and Pensions (DWP) your new address.

How to pay your rent

There are several ways to pay:

By direct debit

If you have a bank account this is an easy way to pay. Call **020 7974 1486**, email **rentservice@camden.gov.uk** for a direct debit form, or download a form from **camden.gov.uk**. Direct debits are monthly, and you can choose to pay on 15th, 22nd or 28th of the month.

If you already owe rent, you can also set up a direct debit to pay off your arrears in instalments.

Direct debit 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. Make sure you have enough money in your bank account when the direct debit is due otherwise your bank may charge you. If you have moved from another Council property, make sure you give your bank you new pay reference number so your payments go to the correct rent account.

Online

It is quick and secure to make an online payment with any major credit or debit card at

camden.gov.uk/your-council-rent

You will need your payment reference number, which is on your payment swipe card.

You can also check your balance and download a rent statement by creating a secure, online Camden account. (See chapter 1).

By phone

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

For cash payments only. Take your swipe card with you. You will get a receipt for your payment.

At any post office

Take your swipe card and the post office will give you a receipt for your payment. Cheques should be made payable to Post Office Ltd.

Payments may take several days to reach your rent account. During this time, it may look as if you are behind with your rent.

By standing order

Ask us for a standing order form or download the form from **camden.gov.uk**. You should return the form to your bank.

Ensure you include your seven digit pay reference (shown on the bottom right hand corner of your rent payment card).

The bank will take the same amount from your account each month and pay it 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 tell you. You should then tell your bank the new amount without delay. 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.

If you have moved from another Council property, make sure you give your bank you new pay reference number so your payments go to the correct rent account.

If you have a low income

If you have a low income you may be able to get help towards paying your housing costs. This will usually be universal credit (UC) or housing benefit (HB). Most people making a new claim should normally claim universal credit. People over pension age should normally claim housing benefit. Seek advice if you are unsure which one is right for you.

Any benefit you get may cover some or all of your housing costs. You must still pay any shortfall, as well as charges for heating, hot water, insurance or a garage or shed.

If you live outside of Camden, you may have to pay us water rates too.

For more information, including how to claim and where to get advice, see camden.gov.uk/benefits. If you have any queries about housing benefit, phone us on **020 7974 4444**.

Universal Credit

If you get Universal Credit (UC), any housing costs are included in your monthly UC payment which is paid direct to you. This means you are responsible for paying your rent and any other charges, such as heating costs, to Camden.

UC claimants must make a separate claim for Council Tax Support. More information and the application form are here: **camden.gov.uk/council-tax-support**

For more information see camden.gov.uk/your-council-rent

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. We will send you a notification slip which shows the changes in your weekly charge.

Rent statements

We will send you a rent statement every three months. This tells you the account balance, the charges due and 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.

Do you owe rent?

The rent team will contact you if you are behind with your rent. If this happens, you should pay what you owe straight away. If you cannot do this, contact us to agree a repayment plan.

If you are struggling to pay, contact us on **020 7974 4444** or at **rentservice@camden.gov.uk**. We have a duty to collect rent but we will always try and help you. We can offer advice on benefits, debts or budgeting, or refer you to a specialist team if you need expert help.

Court action

If you are in arrears and do not contact the rent team, or do not keep to the repayment plan you have made to pay your rent and arrears, 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 first step when we take legal action is to serve you with a 'notice of seeking possession'. This notice tells you the amount of rent you owe and is a warning that we may apply to the county court for a possession order if your arrears continue to rise. At this stage, it is usually not too late to ask us for help and to agree a repayment plan.

A possession order gives us the right to end your tenancy, meaning 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.

Where to get help with other bills or debts

Always seek advice if you are struggling to pay essential bills or you have debts. Here are some of the many places where you can ask for help:

- Ask for help at one of the advice centres listed in chapter one of this guide.
- Contact the rent team on 020 7974 4444 or rentservice@camden.gov.uk
- Refer yourself to our Money Advice Service at camden.gov.uk/MoneyAdviceService (or call us on 020 7974 4444) where you can find advice and help on paying bills, what grants or funds are available, where to access food banks or supermarket vouchers, how to claim benefits, how to save energy and much more.
- The Camden Advice Network
 camden.gov.uk/camden-advice-network is
 a group of organisations that provide free and
 independent advice to Camden residents.

- Contact citizensadvice.org.uk/debtand-money/help-with-debt
- For council tax arrears, call us on 020 7974 6414
- If you have debt with your energy supplier, speak to them. They may be able to offer a payment plan or grant to help pay it off.
- If your total household income is below £21,749, you could qualify for a 50% discount on your water bill with Thames Water. Contact thameswater.co.uk/waterhelp or call 0800 009 3652.

Extra support

The caretaking visiting service	28
Mediation service	28
Camden children's centres and family hubs	29
Families in focus	30
Wish plus	31
Careline Telecare	32
Safeguarding - making sure you are safe from abuse and neglect	32

SSIST

Extra support

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 neighbourhood housing officer.

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.

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, mediation may help.

The mediators will talk to you and your neighbour separately first. They won't tell us what you say but they will tell us if they are working with you or not.

If you would like to be referred to our free mediation service ask your neighbourhood housing officer or call **020 7974 4444**.

Camden children's centres and family hubs

Our children's centres and family hubs bring together health services, support and activities in Camden.

Every hub supports families with children aged 0 to 19. Or up to 25 for children and young people with special educational needs or disabilities.

For more information email family.hubs@camden.gov.uk

Free healthy start vitamins

Collect these from Camden children's centres or health centres.

Stay and play

Free stay and play drop-ins.

Help for families

- Midwifery and health visiting
- Baby feeding support and advice
- Family support (home visiting and 1-1 advice)
- Parenting support (1-1 and groups) and child psychotherapy
- Mental health services for parents
- Children's speech and language therapy
- Help to find volunteering, training and work
- Benefits advice
- Housing advice
- Family learning courses

 Support for disabled parents and parents with children who have special educational needs and disabilities (SEND).

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

Childcare

- Free places for 2, 3 and 4 year olds
- Childminders

To find out more go to families.camden.gov.uk/visit-us/

Families in Focus

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

Services offered include:

- activities for dads and male carers and 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.

For more information:

- visit 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 camden.gov.uk/wish-plus
- email wish@camden.gov.uk
- call 020 7974 3012
- complete a referral form at camden.gov.uk/wish-plus

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 1491** 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 or hard of hearing people who use British Sign Language (BSL) can contact Camden using our Sign Video Web Access, 24 hours a day, seven days a week (requires a webcam).
- tell a doctor, teacher, social worker or support worker or your neighbourhood housing officer
- contact the NSPCC www.nspcc.org.uk in the case of a child or young person
- contact The Silver Line 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-adults-and-children

Safety and security

Fire safety	36
What you can do to help stay safe	36
Smoke and carbon monoxide alarms	36
Doors	37
Security gates and grilles	37
Cooking	37
Electrical appliances	38
BBQs	38
Storage	38
Storage in shared areas	39
Electric biles, scooters and wheelchairs	40
Socurity	/11



Safety

Fire safety

We take fire safety seriously.

The law requires us to conduct regular fire safety checks of our buildings and to provide fire safety information, including what to do if there is a fire and what the escape plan is for your building.

If you are unclear about your escape plan or think you may need extra help getting out of your home safely in an emergency, contact your neighbourhood housing officer on **0207 974 4444**.

Residents also have fire safety responsibilities, including allowing access for safety checks and to carry out safety work.

For more information on the safety checks we carry out, and how to contact us if you have any concerns, see:

sharedlives.camden.gov.uk/web/guest/safety-checks-in-your-council-home

sharedlives.camden.gov.uk/web/guest/contact-us-about-safety-in-your-council-home

What you can do to help stay safe

You can do a lot to help keep your household and neighbours safe. Most fires that start within the home can be prevented. Please read the advice below.

Smoke and carbon monoxide alarms

 Camden plans to fit hardwired smoke detectors for all tenants in purpose-built blocks and in street properties. Deaf and hard of hearing people can ask us for a different alarm.

- If you do not have a hardwired detector yet, you can get a free home fire safety assessment and free 10-year battery operated smoke alarm from the London Fire Brigade. Call 0800 028 4428 or visit Home fire safety visits www.london-fire.gov. uk/safety/the-home/book-a-home-fire-safety-visit/
- Test your alarms every week to make sure they work properly.
- Never tamper with or disconnect hardwired smoke, carbon monoxide or heat detectors.

Doors

Your front door is an important part of fire safety in your building.

- Do not replace or change your front door in any way because this could reduce its fire resistance.
- Do not remove the self-closer, as this will put the rest of your building at risk if there is a fire in your flat.
- Never block or wedge open your front door, or other fire doors in your home or in your building.
- It is not a good idea to fit a lock on your door that needs a key to open it from the inside because you might not be able to find it in an emergency.

Security gates and grilles

We would normally not allow you to fit metal security gates or grilles because it could hinder your rescue in the event of a fire. If your home has a gate or grilles, we will be in touch to discuss removal.

Cooking

Most fires start in the kitchen.

- Never leave cooking pans or a grill unattended.
- Take care when cooking with hot oil, which can catch fire quickly. A chip pan should never be more than one-third full. Never throw water on a chip pan fire.
 Consider using a deep fat fryer with a thermostat.
- Keep clothing and other things that can catch fire away from where you cook.

Smoking

Smoking is a major cause of fire.

- Ensure cigarettes are stubbed out and disposed of carefully and keep matches and lighters away from children.
- Take extra care with candles and incense burners.

Electrical appliances

You can help prevent fires starting from your electrical devices.

- Do not leave your mobile phone charging overnight, especially in a confined space. Batteries can overheat and catch fire.
- Do not overload plug sockets.
- Switch off electrical appliances when you are not using them and pull out plugs, especially before you go to bed.
- Ensure electrical appliances you buy have a British or European safety mark.

BBQs

Never use a barbecue indoors or in a small or enclosed space like a balcony. Barbecues on balconies have caused serious fires in Camden.

Storage

Never store or use flammable substances in your home.

- This includes things like petrol, paraffin containers or cylinders (for example Calor gas) or dangerous chemicals.
- If you have a balcony, do not use it as a place to store anything that can catch fire. Fires on balconies can spread easily. There have been serious fires in Camden caused by careless disposal of cigarettes or storing flammable materials on balconies.

Storage in shared areas

Personal belongings stored in shared areas could prevent people from getting out quickly and safely during a fire.

- All shared areas, including corridors and staircases, must be kept clear and not used to store your possessions. This includes pushchairs, e-bikes, mobility and e-scooters. They can block your escape route, add fuel to a fire and delay firefighting.
- We will remove things that could be a hazard for you and your neighbours. If we find an item that is not allowed to be stored in a shared area, a notice will be attached to the item to let you know that it must be removed from the shared area within seven days.
- If the item is considered an immediate fire risk, we may remove it straightaway.
- If we do remove an item, it will not be stored and may be disposed of immediately.
- You can have a purpose-made standard size doormat but not a piece of carpet or any other fabric. If your doormat poses a risk, we will contact you.
- Real plants in terracotta, earthenware or metal pots are permitted if they cause no obstruction.
- If you have large items you need to get rid of, find out how to book a bulk waste collection. You can also call 020 7974 4444

Electric bikes, scooters and wheelchairs

As well as ensuring that these items do not cause an obstruction, you must store and charge electric bikes, scooters and wheelchairs safely. Fires caused by lithium batteries are increasing, and the following safety advice should be noted.

- follow the manufacturers' battery charging instructions.
- charge batteries on hard flat surfaces so that they do not overheat and unplug the charger after using it.
- never leave a battery charging when you are asleep or away from home.
- check batteries regularly to make sure they are in good condition.
- keep batteries out of sunlight and somewhere cool.
- leave the battery to cool down after you have used your vehicle before charging again.

For more information see london-fire.gov.uk/safety/lithium-batteries/

More fire safety advice

Our website will always give the latest information: camden.gov.uk/safety-at-home

You can view advice from the London Fire Brigade here london-fire.gov.uk/safety/the-home/

If you have any fire safety questions or concerns, contact us on 0207 974 4444.

40

Security

Crime prevention

For concerns about crime and crime prevention officers, contact your safer neighbourhood team at **met.police.uk** or call 101, the police number for non-emergencies.

Burglary

Often homes get broken into because people have forgotten to close windows or lock doors. Protect yourself with simple steps to reduce the chances of burglary.

Property marking

You can deter burglars by marking your possessions with your postcode, followed by the number of your house or flat. If marked property is stolen from you and recovered, the police can return it to you and take legal action against the thief more easily.

You can also register anything with a serial number on the national database **immobilise.com**. If something is stolen, there is a better chance of getting it back, as the police check stolen property they find against the immobilised database.

Keys

We do not keep spare keys to your home. If you lose your keys, you must replace them yourself. 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.

Answering the door to strangers

Council officers, contractors and utility company employees all carry identity cards. If you are unsure about callers, ring their office before you let them in. A genuine visitor will always understand.

Gas, electricity, water and saving energy

Your gas supply	45
Heat meters	46
Gas safety-including installation and servicing	46
What to do if you smell gas	47
Your electricity supply	48
Electrical safety	48
Water supply	49
Stopcocks	49
Overflows	49
Frozen pipes	50
Water hygiene	50
Saving energy	51



Your gas supply

Your gas supply will either be from Camden's own gas network or from your own chosen gas supplier. 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 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. Residents in the heating pool pay a set amount, depending on the size of property and the heating service provided. You also pay a heating charge if a separate boiler in your flat uses gas from Camden's own gas network.

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

If you are moving into an empty property, the officer signing you up will let you know which company currently supplies the gas. You should contact that company to set up the account in your name. Please note that you can switch supplier at any time. We recommend that you take the meter readings at your new home as soon as you move in and give them to your supplier. Once you have set up your own account with a supplier, you will need to contact Camden Repairs to uncap the gas – the officer signing you up will explain how.

Heat meters

If your heating and/or hot water are supplied communally, 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 you can find out more at **camden.gov.uk/heat-metering** or call **020 7974 2044** if you need advice.

Gas safety

We recommend getting a carbon monoxide detector for all properties that have gas.

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 12 months. 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. This includes items gifted to you by the Council. We recommend that you arrange to have your appliances serviced regularly in line with the manufacturer's 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 repairs yourself or alter or disconnect the heating system without our approval.

You must not block any airbricks, louvred vents or appliance terminals. You should clear away plants or leaves that might block them.

What to do if you smell gas

If you smell gas, think you have a gas leak, or are worried that fumes containing carbon monoxide are escaping from a gas appliance:

- call the free Gas Emergency Services line immediately on 0800 111 999 or Camden on 020 7974 4444 (If you know that Camden supplies your gas, call us first).
- open doors and windows to ventilate the property
- Turn of your gas supply at the emergency control valve, normally found near the meter. 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

Your electricity supply

When you move in, the electricity will be provided by British Gas. You will need to arrange for the account to be put into your name. A leaflet will be given to you when you sign up for your new tenancy explaining how to do this. Make sure that you know how to turn the electricity off safely at the electrical consumer unit (fuse box) 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.

Water supply

You need to contact Thames Water and let them know that you have moved home:

- Call **0800 980 8800** (Mon-Fri 8am-8pm, Sat 8am-6pm)
- Or visit thameswater.co.uk

Stopcocks

Make sure you know where the main stopcock is for turning off the water supply. It is sometimes 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

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, call us on **020 7974 4444** or visit **camden.gov.uk/report-a-housing-repair** 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, 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 or call 0800 801 738.

Tips

Heating

- turning down a thermostat by only 1°C can reduce heating bills by up to 10% a year
- save energy by turning 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
- putting aluminium foil behind radiators with outside walls will reduce the amount of heat escaping.
- consider taking a shower instead of a bath

Electricity

- save money by not leaving electrical items on standby
- 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 energy efficient light bulbs
- keep internal doors closed to reduce draughts

Cooking

- put a lid on saucepans where possible, so the contents heat up faster and use less energy.
 This can also help with condensation.
- 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
- 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	55
Controlled hours	55
Exemptions	56
What if someone else is parked in your car space?	56
How to apply for a car parking space or garage	57
Permits	58



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 considerately somewhere else on the estate.

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**.

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 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.

Please let us know of any changes in your circumstances which may result in a change to your parking charges.

Changes to charges will be applied on the Monday following receipt of your notification to us.

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.

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	61	
How to find out more	62	



Taking part and being involved

We actively encourage you to participate with us in developing great communities and housing services. By working together, we can make sure your communities are great places to live and that our services meet your needs and priorities

It's up to you how you would like to get involved, there is a range of ways

We will regularly keep you informed about the things we do in your neighbourhood and about how we deliver housing services across the borough. We will consult you about housing matters that impact you directly and for those who would like to do more, there are opportunities to volunteer your time to help:

- make your neighbourhoods great places to live
- improve the lives of others living in Camden's communities
- influence the decisions we make
- improve your housing services

How much time you commit is entirely up to you

This might be as little as filling in a survey or talking to housing staff on your doorstep or getting more involved by joining us on an estate walkabout, becoming active on one of Camden's tenant and resident associations (TRA), volunteering at your local community centre or TRA hall, setting up a gardening club or helping us to decide on how housing budgets are spent. Some of our residents are even involved in running their local housing services.

How to find out more?

Ask your neighbourhood housing officer about opportunities to get involved in your area or you can contact the tenant participation team on **020 7974 4444** or email **tp@camden.gov.uk**

Domestic abuse

Domestic abuse	65
Types of abuse	65
What the Council can do	67
Help from housing	67
Camden Safety Net	68
What to do if you witness or suspect domestic abuse is happening	69



Domestic abuse

Domestic abuse can be a single incident or a pattern of behaviour between current or former intimate partners or family members, aged 16 or over. It is very common, and we know that at least 1 in 5 people will experience domestic abuse in their lifetime. Children that witness, hear, or experience the effects of domestic abuse are also considered a victim of domestic abuse. If you, or someone you know is experiencing abuse, we can provide support and assistance.

Domestic abuse can happen to people of any race, age, sexuality, religion, gender or class. However, certain groups and communities are particularly affected. Evidence shows that most domestic abuse is carried out by men and experienced by women. People with disabilities or people who identify as LGBTQIA+ are also at heightened risk.

Types of abuse

Domestic abuse is a crime. It comes in many forms and does not always include violence. It can also include other patterns of behaviour. For example, coercive control was the most common form of abuse experienced by victims that were murdered by their abuser. Any form of abuse is unacceptable, and we are here to help.

Coercive control

Coercive control is when someone you are close to repeatedly behaves in a way that makes you feel controlled, dependent, isolated or scared.

Emotional and psychological abuse

Psychological abuse causes fear and distress, this can include intimidation, name calling, swearing or yelling, blaming, and guilt tripping.

Gaslighting

Gaslighting is also a form of emotional abuse. It involves manipulating you to make you doubt your own sanity. Gaslighting can make you question your perceptions, memory and judgement.

Physical abuse

Physical abuse can include hitting, punching, shoving, biting, throwing things, kicking, and it can also be the threat of physical violence.

Sexual abuse

Any sexual activity that happens without your full and informed consent. Sex should not make you feel uncomfortable or degraded.

Economic and financial abuse

Financial abuse is when you don't have full control of your own money. Someone may have put you in debt, always check your bank account or make you pay their living expenses.

Forced marriage

So called 'honour-based' abuse is when you face physical, emotional or phycological pressure to marry. This can include threats, physical or sexual violence. It can also include emotional and psychological pressure such as being made to feel like you're bringing shame on your family.

Female genital mutilation

Female genital mutilation (FGM) is a procedure where the female genitals are deliberately cut, injured or changed, but there's no medical reason for this to be done.

Stalking

The four warning signs for stalking are if behaviour is: fixated, obsessive, unwanted, and repeated.

What the Council can do:

If you are in immediate danger, please contact the Police on 999.

If you, or someone you known, is experiencing domestic abuse, please know that help is available. Your safety is our priority, and we can provide confidential advice and support to help you feel safe.

The support that we provide will be tailored to your needs and circumstances. This can include:

- helping you to remain in your home and make your home safer, if this is what you want
- help to understand your legal rights and housing options including tenancy support
- providing advice and referring you to specialist domestic abuse advocates
- providing access to a refuge or safe emergency accommodation
- assisting you with settled future accommodation

All our housing staff receive specialist domestic abuse training, and they will work with you to provide support in confidence to identify your housing options and rights.

Help from housing

To access support, please contact your neighbourhood housing officer. If you don't know who they are you can search for them on the Council's website.

Camden Safety Net (CSN)

Camden Safety Net acts as a single point of contact for domestic and sexual violence and abuse services in Camden. They provide confidential and non-judgemental support to people of all genders aged 16 plus. This includes:

- risk assessment and safety planning
- support through the criminal justice process from initial reporting to court
- support to access legal help and advice
- advocacy and support to access other services such as housing and children's services
- support to access education, training and employment
- emotional support and personal development

Help from CSN:

You can call Camden Safety Net on: **02079742526**, or email **camdensafetynet@camden.gov.uk**

CSN's working hours are Monday to Friday, 9am to 5pm. Outside of these hours you can contact the National Domestic Abuse Helpline on: **0808 2000 247**.

Other sources of support

In an emergency, please contact the police on **999** or go to a place of safety, such as a local hospital.

- National Domestic Abuse Helpline 24-hour helpline:
 0808 2000 247 www.nationaldahelpline.org.uk
- Hopscotch Women's Centre: 0207 388 8198 www.hopscotchuk.org
- Camden Out of Hours: 020 7974 4444

What to do if you witness or suspect domestic abuse is happening

If you are concerned that someone is in immediate danger, please call the police on **999**.

If you are concerned that someone that lives in a Camden property is experiencing domestic abuse, please contact your neighbourhood housing officer.

For more information on how to support someone experiencing domestic or sexual abuse, please visit our website: How to help someone experiencing domestic abuse - **camden.gov.uk/help-someone-being-abused**

Harassment

Types of harassment	72
Ways to stop harassment	72
What the Council can do	73
What to do if you are harassed	74
Hate crimes	74
Who to contact	



Harassment

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. 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, which might 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, 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, we cannot always do this quickly 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 neighbourhood 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 neighbourhood 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.

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 neighbourhood housing officer or look at the information at **camden.gov.uk/ hate-crime**.

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.

- 999- for serious incidents, including a crime that is about to happen
- 101 or met.police.uk to contact your local safer neighbourhood team
- 020 7974 4444 for:
 - Security and parks patrol. Operates daily and can intervene, witness activity or contact the police.
 - Camden community safety service. For wider antisocial behaviour in your area
 - Your neighbourhood housing officer
- 020 7974 2526 for Camden Safety Net

Nuisance

Noise	78
Reducing noise in your home	78
Antisocial behaviour and nuisance	79
Mediation	79
What to do if you are suffering nuisance or antisocial behaviour	80
Who to contact	81

Mediation Dispute resolution pro

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.

Reducing noise in your home

Noise can lead to neighbour disputes which can be stressful and upsetting. Some noise may be unavoidable when you live close to others but there is a lot you can do to help reduce it:

- Keep your television, radio and music volume down. Place audio equipment away from walls that are shared with a neighbour, use stands for speakers and keep the bass low.
- Avoid moving heavy furniture or using washing machines and vacuum cleaners at night.
- Fitting felt, rubber or cork pads under chair legs can prevent them scraping noisily.
- If you live in a flat or maisonette keep floors covered with carpet and a good quality underlay or something with similar noise reducing qualities.
- If you own a dog and need help managing its behaviour, ask your neighbourhood housing officer if you can get support from the Dog Hub service.

- Try not to let the main entrance door slam.
- Let your neighbours know beforehand if you have to do something noisy like DIY. If people know in advance they are usually happier to tolerate some noise.

If someone complains to you about noise try and listen to their point of view. They might be hearing noise you are unaware of making.

Antisocial behaviour and nuisance

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

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

Mediation

Mediation has been proven to work in many disputes between neighbours, whatever the cause. If you would like to be referred to our free mediation service ask your neighbourhood housing officer or call **020 7974 4444**.

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

What to do if you are suffering nuisance or antisocial behaviour

If you are being disturbed, report the details to your neighbourhood 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. Where mediation or agreement has not worked, verbal or written warnings may be given.

In more serious cases and where problems persist, we may take legal action where there is enough evidence. If we do this we will ask you to keep a record of the time and date of all incidents and details of what happened. Your neighbourhood housing officer can advise you about our witness support scheme, a confidential process that supports residents through the court process.

In some cases, either you, the Council or the police can apply to the court for an injunction. This usually means the person causing the nuisance must not contact you or come near your property.

In the most serious cases, and when there is no alternative, we may seek to evict the person from their home.

Who to contact

- 999 for serious incidents, including a crime that is about to happen
- 101 or met.police.uk to contact your local safer neighbourhood team
- 020 7974 4444 for:
 - Security and parks patrol. Operates daily and can intervene, witness activity or contact the police.
 - Camden community safety service. For wider antisocial behaviour in your area
 - Your neighbourhood housing officer
- 020 7974 2526 for Camden Safety Net
- to report rough sleeping and other street activity including begging or street drinking call 0808 8000005 or download the reporting App by visiting streetsafe@cgl.org.uk
- 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 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

Reporting repairs	84
Repair responsibilities	85
Access and appointments	89
Repairs in communal areas	90
Heat meters	90
Decorations	91
Insurance	91
Attempted break ins and burglaries	92
Condensation and mould	93
Extra support	93
Improvements and alterations	94



Reporting repairs

You can report some of your routine repairs 24/7 online through your Camden Account. Chapter 1 of this guide tells you how to set up a Camden Account.

You can also report repairs between 8am and 6pm, Monday to Friday on **020 7974 4444**.

Emergency repairs:

If your repair is an emergency please call 020 7974 4444.

Examples of emergencies are smelling gas, uncontainable leaks and any repairs which risk the health and safety or security of yourself or anyone else in your home or around your estate.

Repair responsibilities

The table below lists which repairs we are responsible for and those which are your responsibility:

We will ask you to pay in advance for repairs caused by misuse within your home.

We will tell you as soon as possible if you have to pay for a repair. You may arrange for it to be carried out using a suitably qualified and insured tradesperson. We may wish to inspect the work once it is done to check the standard.

Our duties and repair responsibilities	Your repairs responsibilities
Doors and	d windows
Front door and frame.	Replacing lost or damaged keys.
Front and back door locks.	
Repairs following criminal damage	Additional security locks.
- remember to report this to the police and to obtain a crime reference number.	Reporting criminal damage to the police to obtain a crime reference number.
	False reporting of crime is a criminal offence.
	Getting back into your home if you have lost or damaged your keys.
Door entry systems.	Internal doors, locks, hinges and handles.
	Letter boxes, door numbers and security chains.
Window frames.	Window catches and stays, security locks or replacement keys.

Doors and windows		
Boarding up broken glass in external windows and doors.	Replacing broken glass or glazing, if you cannot provide a related police crime reference number. Installing secondary glazing, or repairs to secondary glazing not	
	installed by Camden.	
Walls ar	nd floors	
Internal walls, skirting boards, and plasterwork.	Surface cracks to wall and ceiling plaster.	
Replacing internal wall tiles, floor boards and panels, and plasterwork that has not been damaged through misuse.	Ceramic tiles on splash backs around sinks, worktops, basins and baths.	
	Remember not to tile over access panels.	
	We will not repair or install laminate flooring. We will not be responsible for damage to laminate flooring if this has to be removed to repair plumbing or electrics or other building elements.	
	Sealant around baths.	
	Replacing or repairing damaged kitchen units, including cupboard doors, shelves, handles, drawers and work tops.	
	Floor coverings, such as carpets.	
Replacing or repairing bath panel if damaged during course of repairs.	Internal decoration.	

Out	side	
Clearance of rainwater goods where damage is being caused.	Keeping drainage outlets and gullies clear. Remember not to dispose of fat and oil down drains. Please do not use chemicals to clear drains and when requesting a repair, notify the repairs team if chemicals have been used.	
Roof repairs.	Removing minor drain blockages.	
Repairing brickwork.	Maintaining private gardens.	
Damp-proof work.	Clearing rubbish from gardens or balconies.	
Repairs and maintenance for Camden installed Integrated Reception System (IRS). Repairs and maintenance of gullies and drains.	Keeping shared space and walkways clear.	
Communal or shared areas		
Estate roads and paths.	Maintaining access routes for emergency services – remember to keep corridors and shared areas clear for emergency services and repairs staff that may need to access in emergency circumstances.	
Estate lighting.		
Communal hallways and staircases.		
Boundary walls and fences.		
Rubbish chutes and bin chambers.		
Communal lifts.		

Heating, hot water, electrical and plumbing	
Annual gas safety checks, maintenance and repair of appliances we have installed to provide heating and hot water. Call 020 7974 4444 immediately if you suspect you smell gas – this is an emergency.	Changing light bulbs and fluorescent tubes or starters. 'Pay as you go' payment methods such as electricity/gas keys.
The gas supply from the gas meter to the appliances it supplies.	Electrical plugs, including fuses.
The electricity supply between the meter and the electrical sockets in your home.	Failure of gas or electricity suppliers to provide the agreed services or maintain their equipment.
The water supply from the meter or stopcock outside your home, to fittings that use water inside your home.	Faults or connections on domestic appliances such as fridges, cookers, resident installed equipment such as light fittings.
Hot and cold water pipework. Maintenance of heat metering equipment.	Plugs and chains to baths, sinks and wash hand basins, shower heads, and toilet seats.
Unblocking main drains and soil pipes connected with your home.	Cleaning stains on sinks, wash hand basins, baths, showers and toilets.
Unblocking communal waste pipes.	Unblocking kitchen sinks, wash hand basins and bath waste pipes. Please do not use chemicals to attempt to unblock sinks and when requesting a repair, notify the repairs team if chemicals have been used.
Maintenance of cold water tanks and hot water cylinders.	Boxing in pipe-work.
	Damage to plumbing installation such as toilets sinks or showers, which is a result of misuse or accidents.

Access

Your tenancy conditions say you must give access to your property for inspections and repairs. We'll normally give you reasonable notice except in the case of an emergency, such as a burst water pipe.

You must let us in to your property to carry out work that may affect your health and safety, or that of other residents. This includes: annual gas safety inspections; essential repairs to your home or those next to it; electrical wiring; gas and water pipes or drainage and heating systems.

If you do not allow access, we may take legal action and you may have to pay costs.

If we have to force entry to your home in an emergency, we will leave it secure. If you have caused us to force entry, for example if you overfill your bath and flood the property below, we will charge the cost to you.

Appointments for repairs inside your home

When you report a repair we will ask you information which will help us determine if the repair is an emergency.

For emergencies we will attend as soon as we can on the same day and it is important that you help us get to the repair as soon as possible by remaining in your home to allow us access unless we advise otherwise for safety reasons.

Examples of emergencies include, but are not exclusive to, gas leaks, uncontainable leaks, electrical faults, or no water to your home.

If the repair is not an emergency, we will be able to book an appointment for a tradesperson or engineer to visit at a date and time which is suitable to you and when the right person for the job is available.

Repairs in communal areas

We will attend as soon as reasonably possible for the following repairs, and others can also be logged online or by calling our call centre:

- Electricity supply and installation
- Emergency work such as communal heating and hot water
- I ift installations
- Door entry system
- Communal lighting failure of lighting on communal landing/lobby areas and staircases

You can check progress of communal repairs at: camden.gov.uk/housing-repairs

Please note: If you live in a flat in a house where you share the main front door, you must not change the front door lock.

Heat meters

If you live on an estate you may have a heat meter installed.in your home. A heat meter measures the heating and hot water you use and will help you monitor and control your energy consumption. For more information on heat meters see **camden.gov.uk/heat-metering**.

Decorations

Decorations are generally your responsibility to maintain, repair or replace, including, for example, when there is a leak from a flat above. This is why we encourage all our tenants to take out contents insurance cover.

Insurance cover

We strongly recommend that you take out an insurance policy to protect the contents of your home.

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

This means that if you are not insured and the contents of your home are damaged, you may have to pay for the repair or replacement of your belongings and decorations. It is therefore a good idea to have insurance.

You may wish to make your own insurance arrangements, or use an insurance scheme run through Camden. For more information see **camden.gov.uk/home-contents-insurance-for-tenants**

This allows tenants to pay for insurance weekly, along with the rent. All you have to do is decide how much you want to be insured for, based on the value of your household contents. The insurer will write and tell you how much to pay each week. You then pay this sum to Camden at the same time as you pay your rent. You can download an application form from camden.gov.uk

You must keep up to date with payments. If you fall behind, the insurance policy will be cancelled.

Making a claim

If you are insured privately, contact your insurance company immediately. If you have taken out insurance through Camden, call **020 7974 2390** for a claim form. Give full details of what has happened and don't throw anything away unless the insurance company says you can.

Repairs following attempted break-ins and burglaries

Where damage has been caused following an attempted breakin or burglary, you must:

- report it to the police and obtain a crime reference number
- contact us by telephone to report the incident and any damage caused, including the crime reference number from the police

Where damage has been caused to doors or windows we will treat this as an emergency repair and aim to ensure the property is secured and any health and safety risks are made safe the same day. Any follow up repairs required will be carried out as soon as possible thereafter.

Condensation and mould

What is condensation?

Condensation tends to appear on cold surfaces and places where there is little or no movement in the air, for example in the corners of rooms near windows or behind cupboards and wardrobes.

Some ordinary domestic activities produce a lot of moisture very quickly.

Mould

Getting rid of mould is a priority for us. If you notice any in your home you should tell us straight away. For more information, including how to report mould, see **camden.gov.uk/report-a-mould-problem**

Extra Support

We know that some residents may need extra help to complete repairs. If we believe that you meet one of the conditions below, we have a policy that allows us to carry out some of the repair work that you are responsible for without charging you.

These include:

- tenants who receive a care package from our social care services
- tenants in receipt of the state pension who are physically unable to carry out the repair themselves and have no other member of their family or household who can help with the repair.

Other discretionary repairs may include: security work carried out under our harassment policy and repairs needed because you have experienced antisocial behaviour.

To help us apply the discretionary repairs policy fairly, we will hold information on our database about you which lets us know that you qualify and how we can best support you.

Improvements and alterations

Tenants can make minor alterations and improvements to their homes. You must always get our written permission before doing so and it would be your responsibility to maintain improvements and alterations.

For details of the information you must give us in any request to carry out improvements or alterations see **camden.gov.uk** or speak to your neighbourhood housing officer.

When a tenant dies or moves out

when a tenant dies	97
Joint tenants	97
Young people under 18 and children	97
What if there is more than one person who can succeed to a tenancy?	98
When the property is bigger than the person succeeding needs	98
Rents and other charges	99
Can a council tenant give their tenancy to anyone else?	100



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'.

Your 'tenancy conditions' at the back of this guide set out the rules about succession for spouses, partners and other household members.

This chapter looks at some other questions you may have.

Joint tenants

If more than one person has signed a tenancy agreement, this is called a 'joint tenancy'. If one joint tenant dies, the other joint tenant(s) keeps the tenancy in their sole name. This counts as a succession.

The remaining tenant is responsible for paying the rent, including any arrears.

Young people under 18 and children

A young person under 18 or a child can succeed. Although legally too young to be a tenant, the tenancy can be held by a 'trustee' until they reach 18.

Tenants can say in their will who they want the trustee to be. If an adult moves into a council property to look after a successor who is under 18, 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?

Only one person can succeed. A spouse or partner would be first in line. Next in line would be other qualifying family members, who can decide between themselves who the successor is going to be. If they cannot agree, the Council must decide.

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

Successors who were joint tenants, spouses or partners can stay in the property after the tenant dies, but if they do wish to move to a smaller property we can give help and advice. They may qualify for a payment under our incentive scheme.

Other family members who qualify to succeed will usually be asked to move to a smaller home if they have more bedrooms than they need under our allocations scheme.

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.

Rent and other charges

Successors

If you succeed to a tenancy, you must start paying the rent on the Monday after the tenant died and pay weekly in advance.

If the tenant owed any rent when they died, we will ask that this be paid from any money they left.

What to pay while you are waiting to find out if you can succeed

We have to carry some standard checks to ensure the right person succeeds, but we will give you our decision as soon as possible. We know this can be a worrying time.

In the meantime, you must still pay for use of the property. Please ask us if you do not know how much to pay or how to pay us. We will not consider giving a tenancy to anyone who does not make these payments.

If your succession application is refused

You must continue to pay a use and occupation charge until you move out.

When we ask someone who was living with a council tenant to move out, we can give advice about finding somewhere else to live. Phone on **020 7974 4444** or visit **camden.gov.uk/housing** for more information

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. This is called 'assignment'.

Tenants can only assign their tenancy to someone who would be able to succeed to the tenancy if they died.

You should get advice from your neighbourhood housing officer or a solicitor before an assignment can take place. You must also ask our permission, but we will not refuse it unless we have a good reason.

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

More information

Contact **020 7974 4444** or see **camden.gov.uk/succeeding-to-a-council-tenancy** You should always seek advice about your own situation.

Lodgers and subletting

Can you take in a lodger?	103
Will a lodger affect your benefits?	103
Renting out or subletting part of your home	105
Renting out or subletting all of your home	106
Can I leave my home for a short period of time?	106

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?

Taking in a lodger will usually affect your benefits, but it will depend how much rent you charge your lodger. Always seek advice on the current rules.

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 benefit.

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.

Always seek advice if you are not sure. There is more information at **www.citizensadvice.org.uk** or see chapter one of this guide for places to go for help.

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 antisocial 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.

Is a 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 to repay any profit made from subletting.

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 camden.gov.uk

Or **see chapter 1** of this guide for places to go for independent advice.

Your tenancy conditions

Introduction	109	Animals	124
Introductory tenancies	109	Parking	125
Joint tenancies	110	Insurance	126
Photographs	110	Shared areas	126
		Fire safety	127
[A] Your rights	111		
Security of tenure	111		
Your right to improve	112	[D] Ending your tenancy	127
Your right to be consulted Your right to see information	113	[E] Passing on the tenancy	/
we hold about you	113	when a tenant dies (succession)	129
[B] Our duties	114	IEI Assenting the tenency	
Security of tenure	114	[F] Accepting the tenancy conditions	131
Repairs	114	Conditions	101
Services	115	[G] Changes to the	
Quiet enjoyment	115	tenancy conditions	131
Anti-social behaviour	115		
Major repairs		[H] Serving notices	132
and improvements	115		
Data Protection	115	[I] Grounds upon which we may seek possession	e 133
[C] Your duties	116	······································	
Rent	116	[J] Sheltered housing	
Anti-social behaviour	116	tenancies	136
Living in your home	119		
Relationship with		[K] Properties where the	
council officers	122	council does not own	
Repairs	123	the freehold	137
Cardona	400		



Introduction

This booklet 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.

We want our services to be available to everyone who needs them. We aim to tackle discrimination, promote equality and comply with the Equality Act.

Introductory tenancies

New tenants have introductory tenancies for a trial period of one year before gaining the rights of a secure tenant. Unless we take action to end or extend a tenancy during a trial period, it becomes secure one year after it 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 booklet 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 booklet carefully or ask us 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.

Photographs

We may take photographs of all new tenants including: when a tenancy changes to a joint tenancy, when there is a succession or assignment, and when tenants move home. Photographs help identify people living in our properties without our permission.

[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, as amended, which include breaking any of the tenancy conditions. These are summarised in Section I.

(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 I.

[2] Your right to improve

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 written permission. 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 written agreement. In considering whether to give permission we will take into account whether:

- the door, gate or grille meets London Fire and 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 substantially to 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.

[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 in good working order:

- 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 keep in good working order 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] Antisocial behaviour

We will investigate complaints of antisocial behaviour and we will give you help and advice if you are affected.

[6] Major repairs and improvements

We will ask for and consider the views of all tenants 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 every 2 weeks 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 benefits to help with your rent or council tax, contact us on **020 7974 4444** or at **benefits@camden.gov.uk**.

[2] Antisocial behaviour

a] 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. b] 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.
- c] You must not do or allow anything to be done that is harassment. This applies in your home, anywhere on our property or in the locality. It includes abusive behaviour, verbal or otherwise, based on race, religion or faith, disability, sexuality or gender.
- d] 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.

e] 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 other 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.

f) 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 we are satisfied that you have done enough to reduce noise nuisance to other residents.

g] You must not keep any firearms unless you are legally entitled to hold them. Examples of firearms include air-weapons, 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 injunction. This is a court order to stop behaviour that causes a nuisance or annoyance. If you break the order you can be fined or imprisoned or both. You may also be banned from a property or 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 period of time.
- We can ask the court for possession if you or anyone living with you or visiting your home has been convicted of a serious offence in the local area, such as drug dealing or actual bodily harm, or because you have broken certain types of court order.
 If we do this, the law says that the court must order possession.
 We will consider carefully whether possession is appropriate in each case.

The Council will consider all the legal remedies available to us to deal with nuisance and antisocial 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 us 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:

- It is by court order under the Matrimonial Causes Act 1973;
 Matrimonial and Family Proceedings Act; Children Act 1989 or 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 written agreement.
 When we are deciding whether to give our agreement, we will look at:
 - whether your home would have more bedrooms than you need:
 - whether your home has any special services 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 of your home. Subletting and profiting from subletting are criminal offences and could lead to a fine or imprisonment and an order that the profit made from the sub-letting is repaid.
- f) You must not give up possession of or sublet any part of your home without our written agreement (introductory tenants do not have this right). We will not refuse permission unreasonably.

g] You must tell us 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 us and get our written agreement. If you do not get our written agreement 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 agreeing 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 share in the joint tenancy to any of the other joint tenants. The only exception to this is where their share is assigned in one of the ways allowed by these conditions.
- I] The Council will set aside an annual quota of homes for foster carers. If you are allocated a home to be a foster carer and later on don't need as many rooms, or stop fostering, we may take possession action.

[4] Relationship with council officers

You must not obstruct, abuse, harass, threaten or assault anyone working for the Council. 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 staff, or any other authorised person. You must give us access if we make a reasonable request. 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 anyone working for the Council. Do not let anyone into your home unless you are sure who they are. Anyone representing the council will show their identification card if you ask them.

[5] Repairs

- a) You must tell us 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.
- 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 our agreement first. The council wants to encourage people to improve their environment and 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 with 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] You must not keep, or allow your visitors to bring onto council property, any breed of dog classed by law as dangerous.

- 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 agreement to have more. We will only agree in exceptional circumstances and in considering whether to agree 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 agreement:

- 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 anyone 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 sublet 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, 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 we have agreed a different arrangement for your property, street, block or estate.

[11] Fire Safety

You, or anyone living with you or visiting you, must not do anything that might cause a fire hazard.

[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 4 weeks' notice in writing ending on a Monday. If you do not give this notice, or you give less than 4 weeks' notice, you will be breaking this condition and you may be charged an amount for damages of up to the equivalent of 4 weeks' rent. (This does not apply if you are moving 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 agreement 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 property due to having to clear the items.

- iv Once you have given us written notice of ending your tenancy, you must allow any future tenants we send to come in and look around your home. You, us, and the people wishing to view the property will agree a reasonable time for this. This also applies if you accept an offer of another home from us.
- v If you are a sole or joint tenant and accept an offer of 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 (succession)

1.

There can be one succession.

2.

If a sole tenant dies a tenancy can pass to their husband, wife or civil partner (or to someone living with the tenant as if they were a husband, wife or civil partner) as long as they were living together in the property when the tenant died and the property is their only or main home.

3.

If a sole tenant dies and they were not a successor, a close relation may succeed if they lived with the tenant continuously before their death for at least 12 months.

4.

a) If the property is bigger than the successor needs according to the Council's allocation scheme, we will usually expect them to move to a smaller property unless they are the tenant's husband, wife or civil partner.

or

b) If the property is designed or adapted for a person with physical disabilities or special needs and the successor is not such a person, we would expect them to move to a different property.

5.

Council policy allows us to grant a new tenancy to a member of the household who would qualify to succeed had there not already been a succession. We will consider granting a new tenancy when a household member was living with the tenant continuously before their death for at least:

- 12 months where the tenancy began before 1 October 2007, or
- 5 years where the tenancy began after 1 October 2007.

6.

We will not grant a tenancy if there are good reasons for not doing so, for example antisocial behaviour or failure to make payments for use and occupation.

7.

We will look sympathetically at the position of carers wanting to be granted a tenancy when the tenant dies. 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.

8.

If we grant a new tenancy under this policy it may be of a smaller property. There will also be no further successions apart from those the law says we must allow.

[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 tenancy conditions. 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 post to your home; or
- sending it to you by email; 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:

London Borough of Camden Housing Management Service Town Hall Judd Street London London WC1H 9JE

[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.

2a

Conduct causing a nuisance to people living, visiting or going about their lawful business near your home.

2aa

Conduct causing a nuisance to the landlord (or anyone working for the landlord) which impedes the landlord carrying out its housing management functions.

2b

Conviction for using the premises for immoral or illegal purposes or committing an offence in or near your home that is serious enough to be tried in the Crown Court.

2A

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.

10A

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.

15A

Your home is bigger than we consider is reasonably needed. If you took over the tenancy as a family member other than the spouse or partner of a tenant who died, we can take possession action between 6 and 12 months after we learn of the former tenant's death.

If we seek possession on any of points 9 to 15A 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, as amended.

The council can also seek automatic possession against a secure tenant if any of 5 grounds (listed in section 84A of the Housing Act 1985) have been proved such as if you or a person visiting the dwelling-house has:

- committed a serious criminal offence;
- breached an injunction granted to prevent anti-social behaviour;
- breached a criminal behaviour order;

- had your home been made subject to a closure order lasting more than 48 hours:
- breached an abatement notice under the Environmental Protection Act 1990 in relation to, for example, noise.

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 us.

[J] Sheltered housing tenancies

- i This applies only if you live in sheltered housing.
- ii The tenant must agree to all reasonable requests by us, 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.

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.

Supporting Communities

London Borough of Camden

Town Hall

Judd Street

London WC1H 9JE

Telephone: 020 7974 4444

Textphone/minicom: 020 7974 6866

Website: camden.gov.uk