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# Tenant Handbook

A guide to your tenancy agreement



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# Welcome

Welcome to your new home. We hope that this handbook helps you to understand the services provided to you and your rights and responsibilities as a tenant of Westminster City Council. This document is given out to new tenants at the start of their tenancy and the latest version of the handbook is published on our website [westminster.gov.uk/housing](http://westminster.gov.uk/housing) where you can also find more information about our housing services.

Some residents have formed a Tenant Management Organisation (TMO) or co-op to manage their properties. If your home is managed by a TMO or a co-op, the information in this handbook applies to you too.

If you would like to speak to someone about this information, please contact us.





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# Your tenancy agreement

The tenancy agreement is the legal agreement between you and Westminster City Council and sets out both parties' rights and responsibilities. You have been given a signed copy of your tenancy agreement, please keep it safe.

Our tenancy policy sets out the types of tenancies available and the circumstances in which each will be offered. Please see your tenancy agreement to check which type of tenancy you have and read more about our policy online at [westminster.gov.uk/housing-strategies](https://westminster.gov.uk/housing-strategies)

## Introductory tenancies

The majority of new tenants are on an introductory tenancy for a 12-month trial period. The tenancy agreement sets out when the introductory tenancy will end and whether you will become a flexible tenant or a secure tenant, subject to the satisfactory completion of the trial period. We will contact and visit you during this period to check that you have settled into your home and to see if there is anything you need.

## Flexible tenancies

Following the completion of a satisfactory introductory tenancy, the majority of new tenancies offered are flexible tenancies for a term of five years.

A flexible tenancy is a form of secure tenancy, which is for a fixed period. If we offer you a flexible tenancy, you can request a review if the length of flexible tenancy offered does not match our policy. You must ask for a review within 21 days of receiving the flexible tenancy offer and your request must be in writing. We will consider review requests within 21 days unless more information is needed.

At the end of the fixed period, we will carry out a review to decide whether a further tenancy should be offered or whether any changes are needed. We expect that most flexible tenants will be offered a new flexible tenancy at the same or another address at the end of the fixed term.

In certain circumstances (as set out in our policy), such as if you have breached your tenancy terms, we may apply to the county court to end the tenancy at the end of the fixed term, and the court has to award us possession if the fixed term has expired and the correct notices have been served. You will have the right to appeal before any referral is made to court.



### Secure tenancies

Secure tenancies are granted to:

- > People moving into community supportive housing for older people
- > Any existing secure or assured tenant who has chosen to move to another social rented home
- > Statutory successors to secure tenancies
- > Leaseholders in renewal areas whose home is being demolished due to regeneration and it has been agreed that they can become a social housing tenant.

**Secure tenants can keep their tenancy for as long as they live in the property provided it is their only or principal home and keep to the conditions of their tenancy agreement.**

### Joint tenancies

A joint tenancy gives equal rights and responsibilities to two people signing a tenancy agreement. Both are responsible for keeping to the tenancy conditions.

You should always tell us if you are a joint tenant and if you or the other joint tenant has moved out. If you are a joint tenant and your relationship breaks down, you will need to seek independent legal advice to decide who can have the tenancy. If you are planning on moving to another property, you will not be able to move until this is done.

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## Lodgers, subletting and 'holiday letting'

You are allowed to take in a lodger. A lodger is someone who shares your home with you and for whom you may provide meals. A sub-tenant is someone who lives separately in your home and provides their own meals. If you want to sublet part of your home, you must get our written permission.

You are not allowed to sublet the whole of your home and move out. This includes letting your property out for short periods through websites such as HomeAway and Airbnb. If you do this, we will start legal action to seek possession of the property and you will lose your tenancy. You can also be prosecuted and fined.

You are responsible for the behaviour of anyone who lives in your home. If you give up your tenancy, it is your responsibility to make sure that your lodger or sub-tenant leaves when you do. If you receive housing benefit or Universal Credit, you must tell us and the Department for Work and Pensions about any rent you receive.

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## Working from home

If you or someone living in your home wants to run a business from home, you need to [contact us](#) and get written permission. This is what we will consider before granting permission:

- > The sort of work you want to do
- > If it will cause a nuisance to your neighbours.

You must not use your home for illegal or immoral purposes.





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# Paying your rent and other charges

Rent and other charges must be paid on Monday every week. If you choose to pay fortnightly or monthly, you must pay in advance. It is important that you pay rent regularly to prevent rent arrears. If you get into rent arrears, your tenancy may be at risk. You can contact us to ask for a rent statement at any time.

The amount of rent you need to pay is usually reviewed at the beginning of each year with any change starting in April. If your rent is going to change, we give you four weeks' notice before the change. If other charges change, we will give you at least seven days' notice.

**If you are a flexible tenant, it is a condition of your tenancy that you pay your rent and any other charges direct from a bank account by direct debit or standing order unless there is good reason why you cannot do so.**







Our full range of payment options are as follows:

- > **Direct debit** – direct debit is a very convenient way to pay. Monthly payments are made automatically from your bank account. If your rent changes, we will contact you and your bank or building society to change the amount. Please [contact us](#) to request forms required to set this up.
- > **Standing order** – you can set up a weekly, fortnightly or monthly standing order. Payments are paid automatically from your bank. Please tell your bank how much you need to pay, how often and if there are any changes. Please [contact us](#) to request forms required to set this up.
- > **Internet payments** – you can make a debit or credit card payment via our website on [westminster.gov.uk/housing](http://westminster.gov.uk/housing) this service is available 24 hours a day, seven days a week.
- > **Payment card** – at any post office by cash, cheque or debit card.
- > **Telephone payments on 020 7823 2601** – an automated voice response service takes debit or credit card payments. You will need to use a touch-tone telephone. Calls to this service are charged at the local rate.
- > **Paying for parking permits, garages and sheds** – charges for parking permits and rent for garages or sheds is due in advance. You will be asked to set up a monthly direct debit to pay these charges.

If you don't keep up rent payments on your home, you could lose your garage or shed.

Please note that we do not accept cash payments.





## Problems paying rent

### Rent arrears

It is important that we receive the rent before or when it is due. You may lose your home if you get behind with payments and fall into arrears. If you are having difficulty paying your rent, please [contact us](#) immediately as we may be able to help.

If you do nothing about overdue rent that you owe or break an agreement to clear rent arrears, we will start taking legal action to take possession of your home. You will be given an opportunity to discuss your arrears and offered an appointment for free, independent advice to sort out debt or benefit problems. Legal advice can be obtained from a solicitor or Citizens' Advice Bureau.

Rent arrears are one of the grounds for seeking repossession of your home (see [If we need to end your tenancy](#)). Once you have received a notice, you have one month to agree a repayment plan. If you fail to do this, we will refer the case to the court on expiry of the notice. At the hearing, the court will consider the facts and decide whether to grant us possession. If it is granted, we will arrange for bailiffs to evict you.

### Debt advice

If you have rent arrears and other money worries it is never too late to ask for help. We have made arrangements with a debt and benefit advice agency to offer free and independent debt advice to our tenants. Tenants who have used this service have told us that they received valuable help and have reduced their arrears and increased the amount of income they receive. You can arrange an appointment by [contacting us](#).

## How we calculate your rent

Government rules say that all social landlords must use the same system for working out how much to charge for housing rents. This is to make sure that the costs:

- > Remain affordable
- > Should generally be well below those charged by private landlords
- > Be linked to the size, location and condition of the home
- > Are similar to rents for other council and housing association properties of a similar size, location and condition.

Social rents are set using a government formula which means that rents are based on the value of the property, the number of bedrooms and local earnings.



## How we calculate your service charges

You may also pay service charges for services provided such as cleaning and grounds maintenance (gardening). We have separated the following services from the rent and these could include:

- > Grounds maintenance
- > Caretaking
- > Cleaning
- > Concierge
- > CCTV
- > Communal lighting.

You will only be charged for the services that you receive, and the level of your service charges is based on the actual cost of providing the service.

## Help with your housing costs

If you are on a low income, help with your housing costs may be paid through Universal Credit or the Housing Benefit scheme. These are means tested benefits which take into account the income that you and any partner or household members have.

If at any time you would like to know exactly what you need to pay in respect of rent and service charges, please [contact us](#).

### Universal Credit

Universal Credit is a means tested benefit for working age people. The Department of Work and Pensions (DWP) administers Universal Credit, which replaces the following six benefits.

- > Income based Job Seeker's Allowance
- > Income related Employment and Support Allowance
- > Income Support
- > Child Tax Credit
- > Working Tax Credit
- > Housing Benefit.

For more information about Universal Credit visit [gov.uk](http://gov.uk)



Anyone needing to make a new claim for one of the six benefits listed will need to apply for Universal Credit. Universal Credit includes a housing element to help with your rent. The housing element of Universal Credit replaces Housing Benefit and is paid monthly in arrears directly to the tenant. You can ask the DWP to pay the housing element directly to us if you feel that this would help you.

If you are receiving one of the six benefits listed and do not have a change in your circumstances, Universal Credit will generally not affect you for the time being. The DWP will start the process of moving people who do not have changes in their circumstances on to Universal Credit towards the end of 2020. The DWP expect it will take until 2023 to transfer everyone of working age onto Universal Credit.

### Exceptions to having to apply for Universal Credit

There are exceptions when Universal Credit will not be available. If you qualify for the Severe Disability Premium in the assessment of your existing benefits, you will carry on claiming the benefits that Universal Credit is replacing for the time being. For more information about Severe Disability Premium and the qualifying conditions please visit [gov.uk](http://gov.uk)

There is also no change for single pensioners and couples where both members have reached state pension age. This is because Universal Credit is a benefit for people of working age only.

However, starting from May 2019, couples where one member is state pension age and the other is working age will have to stop claiming existing benefits and apply for Universal Credit instead.

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### Housing Benefit

Housing Benefit helps some people on low income to pay rent. It is gradually being replaced with Universal Credit housing costs element. It is only in limited circumstances that new claims can be made for Housing Benefit in Westminster. These exceptions are outlined as before. Should you need to claim housing benefit the claim form is online at [westminster.gov.uk/benefits](http://westminster.gov.uk/benefits). If you are not sure whether you should claim Universal Credit or Housing Benefit for help with your housing costs, please [contact us](#).

Please note that Housing Benefit and the housing element of Universal Credit do not pay for any water, heating and hot water charges or charges for garages, sheds or parking spaces. It is your responsibility to pay for rent and other charges not covered by Housing Benefit or Universal Credit housing element.





## Council tax support

Council tax is paid to us to cover the cost of public services such as street cleaning and rubbish collection. We will tell you how much council tax you have to pay.

Council tax support is a means-tested benefit made to people on low incomes who are liable to pay Council tax. If you are entitled to claim Housing Benefit you can apply for Council tax support on the same online form. The rules of entitlement are generally the same as for Housing Benefit with one important difference. Regardless of income, there is maximum amount of Council tax support that can be paid. The government has set a limit which means that Council tax support can only be paid up to the level of 'Band E' properties. This means that even if you live in a higher band property, Council tax support can only be paid on the value of a 'Band E' property.

If you are on Universal Credit you will need to make a separate claim to us for Council tax support as this cannot be claimed as part of your Universal Credit claim. To apply and find out more, visit [westminster.gov.uk/benefits](http://westminster.gov.uk/benefits)

## Discretionary Housing Payments

We are allocated a limited fund from which we can make Discretionary Housing Payments (DHPs). DHPs can be made to people who receive Housing Benefit/Universal Credit and/or Council tax support but who need extra help with their housing costs.

We consider each DHP request on an individual basis. You can download a DHP application form online [westminster.gov.uk/discretionary-housing-payment-dhp](http://westminster.gov.uk/discretionary-housing-payment-dhp) or request a form by contacting us. You cannot get a DHP for help with your rent for periods that you have received maximum Housing Benefit or the maximum housing costs element of Universal Credit.

## Heating and hot water charges

Most of our properties have their own heating and hot water supply that you pay for in your normal electricity or gas bills. However, we do have some properties that share a supply of heating and hot water (communal heating and hot water). If you live in one of these properties, we will tell you at the beginning of your tenancy and explain how much you are required to pay for the service.

If the supply breaks down for more than 24 hours, you can apply for a refund for the number of days you were without the service. This will automatically go into your rent account and is paid when the problem has been resolved.

We calculate each year how much your heating and hot water charge should be and any changes usually start in April or October each year. We will tell you about any changes at least a week before they start.

Heating and hot water charges are not eligible for Housing Benefit or the housing element of Universal Credit.



## Water rates

From 1 April 2020 water rates need to be paid directly to Thames Water. You can contact Thames Water on 0844 448 8694.

If you live in a low-income household, you may be eligible for the Thames Water WaterHelp scheme. If you qualify, Thames Water currently offer a 50% discount on your whole bill. Find out more online at [thameswater.co.uk](https://thameswater.co.uk)

## Garages, parking permits and sheds charges

You can contact us to rent a garage or shed or for a parking permit. We will explain the terms and conditions that apply. You may have to go on a waiting list and will not be given a shed or garage if your account is in arrears. We will tell you if we are changing the amount you need to pay for any space rented, at least a week before any new charges start and three weeks in advance for parking permits. We will also tell you if we want to end the tenancy on a garage or shed because you owe us rent or other housing related debts.

## Additional charges

In some buildings and on some estates, particularly newly built properties, additional charges may be payable, for example for heating.

If your property does benefit from additional services, or there is a specific method by which you have to pay for services such as heating, hot water and energy, you will be told about this before your tenancy begins. You may be asked to sign an agreement which sets out how you need to pay these charges, and this will form part of your tenancy agreement.



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## Periods away from your property

If you plan to be away from your property for an extended period, you must inform us. If we believe a property has been abandoned, we may take action to end the tenancy.

### Universal Credit: away from home

If you are claiming Universal Credit and plan to be away from your property for an extended period, you must inform us and the DWP.

#### Going away for up to 6 months

You can get the housing element of Universal Credit for up to six months while away from home if you:

- > expect to return within this time
- > stay within England, Scotland or Wales.

#### Away from home because of fear of violence

You can get the housing element of Universal Credit for up to 12 months if you're away because of a reasonable fear of violence in your home or from an ex-partner. Threats or violence could be directed at you, your partner or any dependent children. You must:

- > expect to return within 12 months
- > stay within England, Scotland or Wales.

You might also qualify for help with housing costs at your temporary address. If you decide not to return while you're away, you must report this as a change in circumstances. You won't get the housing element at your former address anymore and may need to end that tenancy to avoid getting into rent arrears.

### If you're sent to prison

You don't usually qualify for any Universal Credit if you're in prison, awaiting trial or serving a sentence.

If you got the housing element as a single person immediately before going to prison, you can continue to get it for up to 6 months if you've either:

- > not been sentenced yet
- > been sentenced but expect to return home within six months.

You should qualify if your sentence is less than 12 months, or even longer if you're likely to be released early on a tag. In this case, the prison service can confirm your earliest release date.



## Moving out because of essential repairs

You can usually get the housing element for your normal home if you have to stay elsewhere because of essential repair work. If you don't have to pay rent at your normal home during the repairs, you can get the housing element to help with rent at your temporary address if you need to. There's no time limit on how long you can be away for but you must intend to return once the work is complete.

## Going abroad

In most cases you can only get the housing element for up to one month when abroad. You must expect to return within the time limit. Going abroad means leaving England, Scotland and Wales. Travel to Northern Ireland, the Channel Islands or Isle of Man counts as going abroad.

## Death of a close relative

You may be able to get the housing element for up to two months if you're abroad because of the death of your:

- > partner
- > children or stepchildren
- > parents, stepparents or in-laws
- > brothers, sisters or their partners.

You will only get the housing element for up to two months if it's unreasonable to expect you to return home within a month. Discuss this with your Job Centre work coach before you go.

## Medical treatment abroad

You can get the housing element for up to six months if the only reason you're abroad is so that you, your partner or child can receive medical treatment or care.

## If household members are away temporarily

You can usually claim for household members who are away temporarily if they're expected to return within:

- > six months if they're in England, Scotland or Wales
- > one month if they go abroad (including Northern Ireland, the Channel Islands and Isle of Man).

You can claim for a child or stepchild indefinitely if they're away with the armed forces and they intend to return home when not on operations.

You can claim for a household member who goes to prison, or for a child taken into care even if you don't expect them to return. After six months, your housing element is recalculated if they don't return to the family home.

## Housing Benefit: away from home

If you are claiming Housing Benefit and you plan to be away from your home, you may be eligible for continued payment in certain circumstances. If you plan to be away from your property you must inform us.





You can claim Housing Benefit for up to 13 weeks in the following circumstances:

- > going on holiday. You must be staying in England, Scotland or Wales
- > staying with friends or family
- > in prison serving a sentence. You can usually get housing benefit if your sentence is less than six months, or less than 10 months if you'll be eligible for release on an electronic tag
- > move into a care home on a trial basis to see if it meets your needs.

You can claim Housing Benefit for up to 52 weeks if staying in England, Scotland or Wales in the following circumstances:

- > in hospital
- > in prison on remand
- > on bail at a different address
- > receiving care in a residential home
- > providing care to someone or looking after a child whose parent is in hospital.

## Going Abroad

You can only usually receive Housing Benefit for up to four weeks if you go abroad. It counts as going abroad if you go anywhere outside England, Scotland or Wales. Travel to Northern Ireland, the Channel Islands or the Isle of Man counts as going abroad.

## Death of a close relative

You can receive Housing Benefit for up to 8 weeks if you have to go abroad because a close relative has died. Close relatives include your:

- > partner
- > children (including stepchildren and in-laws)
- > parents (including stepparents and in-laws)
- > brothers and sisters (including in-laws).

## Longer absences abroad

You can get housing benefit for up to 26 weeks whilst abroad if you're:

- > getting medical treatment
- > away from home because of a fear of violence.

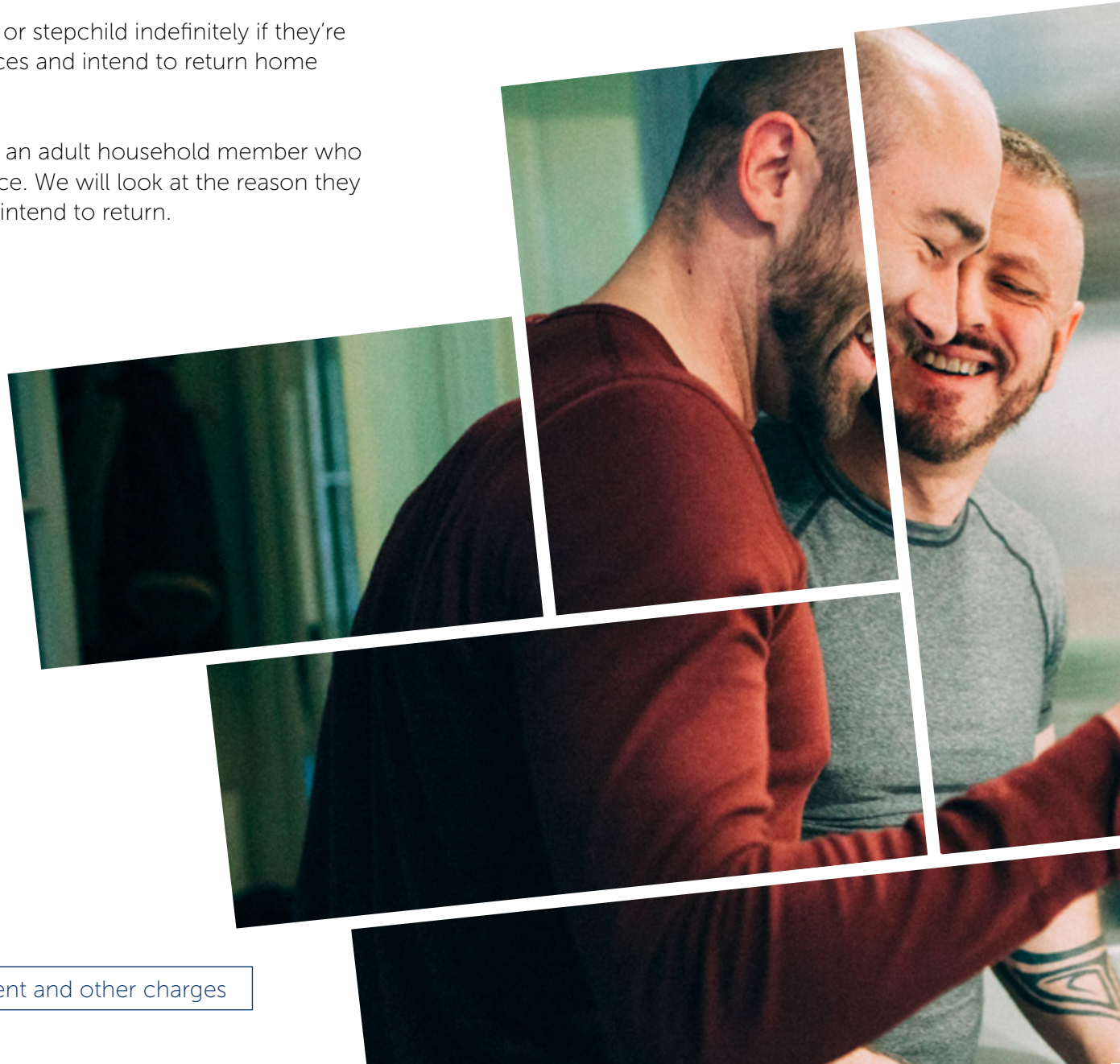


## If household members are away temporarily

You can usually claim for a partner or dependent child who is away temporarily as long as they intend to return to the family home within 52 weeks.

You can claim for a child or stepchild indefinitely if they're away with the armed forces and intend to return home when not on operations.

You can usually claim for an adult household member who is away for a short absence. We will look at the reason they are away and when they intend to return.





# Living with your Neighbours

> How we deal with nuisance and anti-social behaviour

> Our responsibilities

> What to do if you are having problems with your neighbours





# Living with your Neighbours

We are committed to tackling nuisance and Anti-Social Behaviour (ASB). We expect our residents to accept a certain level of noise from day to day living and be tolerant of other people’s lifestyles, but we also expect our residents to behave in an acceptable manner at all times. We actively promote ways to prevent ASB but will use our enforcement powers in appropriate circumstances.

You can access a copy of our ASB policy online and report cases at [westminster.gov.uk/form/report-anti-social-behaviour](https://westminster.gov.uk/form/report-anti-social-behaviour)

## How we deal with nuisance and anti-social behaviour

The tenancy conditions make it very clear that nuisance and ASB will not be tolerated.

Problems often arise when people act without thinking about their neighbours and other residents living nearby.

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## In addition to keeping to the formal rules of your tenancy conditions we encourage you to be a good neighbour and follow these guidelines:

- > Let people know beforehand if you are having a party and remember to keep the noise down particularly after 11pm
- > Be careful not to disturb your neighbours after midnight
- > If you come home late at night, do not slam the doors or put the television on too loudly
- > Please advise your neighbours beforehand if you're planning to carry out any noisy DIY work, and ensure it is completed within reasonable times. DIY noise includes: drilling and hammering; decorating, and associated activities such as moving around furniture etc. Find out more about how to keep your noise down [online here](#)
- > We ask tenants to please try to keep DIY within Monday to Saturday 8am to 9pm, and Sundays and Bank holidays from 10am to 4pm
- > Make sure your children do not disturb other people. Remember that you are responsible for all members of your household, including your visitors, both in your home and the surrounding area
- > Laminate or wooden flooring can increase the amount of noise that your neighbours can hear from your property. You must get our permission before installing these types of floors
- > Dispose of your rubbish properly

- > If you have permission to keep a pet, look after it properly and don't let it foul public areas or cause a nuisance in any other way
- > Local community standards have been agreed on five estates including Fountain Court, Mozart estate, Sheringham House, Vale Royal and John Aird Court. These set out locally agreed "house rules" to encourage neighbourly behaviour.

### Our responsibilities

We work closely with our partners in the council and police to use our collective resources and enforcement powers to help tackle anti-social behaviour.

The council and police have additional powers that can be very effective tools to tackle certain types of behaviour. These powers include Community Protection Notices (CPNs). CPNs are aimed at dealing with unreasonable behaviour which has a detrimental impact on the community. A CPN can be issued to anyone over the age of 16.

The council and the police also have powers to close premises for up to six months that are being used, or are likely to be used to commit serious nuisance or disorder. These powers are known as Closure Orders.

By working in partnership we can help protect the most vulnerable within our communities.



## We will:

- > Not interfere in how you use your home as long as you keep to the terms of your agreement
- > Always investigate complaints of nuisance or harassment and take appropriate action to deal with the problem.

Legal action is normally only considered when all other options have been exhausted.

Options for legal action include:

**Civil injunctions** – an injunction is a civil order which can be granted against anyone aged over 10 years, either prohibiting certain behaviour or requiring them to do something positive.

**Demotion orders** – these are court orders that reduce the tenancy to a less secure form of tenancy, initially for 12 months.

**Possession proceedings** – eviction proceedings in court are usually a last resort, when other ways of trying to stop the behaviour have either failed or been exhausted.

There are five new grounds for possession that could allow for mandatory possession. This is also known as the “absolute ground for possession for anti-social behaviour” and may arise in certain circumstances where anti-social behaviour has already been proved in another court. These are:

The tenant, a member of the tenant’s household, or a person visiting the property has met one of the following conditions:

- > Convicted of a serious offence;
- > Found by a court to have breached a civil injunction;
- > Convicted for breaching a Criminal Behaviour Order (CBO);
- > Convicted for breaching a noise abatement notice; or
- > The tenant’s property has been closed for more than 48 hours under a closure order for anti-social behaviour.

If you are a flexible tenant we will consider not extending your tenancy when your tenancy is reviewed.

## Your responsibilities – You and your household

As a tenant you are responsible for the behaviour of every member of your household. This includes your children, any visitors, lodgers or sub tenants, while they are in your home, in any shared area around your home or the surrounding area. We will take action against you if you or they cause a nuisance.

Below are some of the responsibilities included in your tenancy agreement. “You” means they apply to you, all members of your household and your visitors.



## Harassment

You must not harass or threaten any other person because of race, colour, nationality, religion, age, mental illness, disability, sexuality or any other reason. The types of behaviour that would include harassment are violence or threats of violence, verbal abuse, graffiti, vandalism and stalking.

We view harassment very seriously. We will take action against you if you or members of your household or visitors harass or abuse any other person. This may include legal action that could result in you losing your home.

If you are the victim of harassment you should call the Police and [contact us](#) as soon as possible. We will keep all the information you give us confidential if you want us to. We will investigate the case, take action where appropriate and offer you help and support.

## Employees

You must not assault or threaten any of our staff or those working for us or anyone else on the estate or surrounding area.

## Damaging or defacing our property

You must not damage or deface our property. If you do, you will be asked to pay to repair or replace damaged items.

## Security equipment

You must not interfere with any security equipment on our property. This includes any Closed-Circuit TV (CCTV) equipment and door entry systems. This equipment is there to increase residents' security and this could be threatened if, for example, you wedge open security doors or allow people to enter a block without identification.

## Shared areas

You must not obstruct any shared areas in your block, such as leaving bicycles or bulky items in shared passageways. This could inconvenience other residents, be dangerous or a fire hazard.

## Estate rules

You must follow any local rules that apply to your estate. We will advise you of any that apply to your estate or building.

## Illegal parking

You must not park on the estate without our permission. Most of our estates have permit parking schemes and if you park illegally you are liable to receive a penalty notice. You will then have to pay a penalty charge. If you have a parking permit this must be displayed at all times.

When parking you must take care not to block any access points or obstruct emergency vehicles.

## Pets

If you would like to keep a pet, you must first get our written permission. We will look at each case on its own merits but please note that you will only be given permission if you live in a suitable property.

Dogs will only be allowed if you live on the ground floor, have a private garden and if you agree to keep to the rules listed below. Special consideration is given to visually impaired tenants who live above the ground floor and need to keep a guide dog, and for residents who need a hearing dog.

Permission will not be granted for any animals listed under the Dangerous Wild Animal Act 1976 or for any dog listed under the Dangerous Dogs Act 1991.



It's a legal requirement to have any dog over the age of eight weeks microchipped and to keep your details up to date. You can ask the following to microchip your dog for free:

- > Battersea Dogs and Cats Home
- > Blue Cross centres
- > Dogs Trust.

If you do have a pet, you are responsible by law for the pet's welfare, as defined by the Animal Welfare Act 2006. It is an offence for anyone responsible for a pet not to look after it properly. You must ensure that your pet has a suitable environment to live in, a suitable diet, and is safe from harm.

If your pet dies you will need permission to replace it with another one. The breeding and sale of animals is prohibited.

### **If your pet causes a nuisance**

We work closely with the Police to ensure that any nuisance caused by pets is addressed quickly.

If it comes to our attention that an animal is causing a nuisance, we will withdraw our permission for you to keep a pet and take enforcement action. This may include requiring the pet to be re-homed and possible legal action.

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## **Dogs**

In addition to the conditions stated above, there are further rules relating to the keeping of dogs, specifically:

- > You must clean up after your dog if it fouls your garden or shared areas of the estate
- > You must keep the dog on a lead with a name tag and not allow it out without a responsible adult
- > You must keep to our dog byelaws which you can find out more about online at [westminster.gov.uk/dog-ownership](https://westminster.gov.uk/dog-ownership)

### **Your dog must:**

- > Have identification in public areas bearing the owner's name, address and/or telephone number. Please note that this is a legal requirement. Failure to comply could result in a heavy fine
- > Be kept under control at all times and not cause a nuisance or a danger to anyone. They must be kept on a lead when outside in shared areas of the council's estates
- > Not foul your home, garden or any communal areas. Dog faeces can carry diseases which can be harmful to people. It is an offence for a dog owner not to clean up after their dog in public places such as roads, estates, footpaths and parks. Failure to clean up can result in a £80 fixed penalty on the spot fine or prosecution and a fine of up to £1000
- > Not cause any other nuisance to other people such as barking.





### Concerned about cruelty or dangerous dogs?

If you have a complaint about a dangerous dog or a banned dog, please contact the Police on 101. In an emergency always dial 999.

If you wish to report any welfare concerns about pets you can call the RSPCA 24-hour National Cruelty and Advice line on 0300 1234 999.

### Flammable substances

You must not keep liquid petroleum gas or other flammable or explosive substances in the home or shared areas or balcony.

### Gardens, patios or balconies

If you have a garden, patio or balcony you must keep it tidy. You must not obstruct any emergency exits in your property.

### Fireworks

It is important that during those seasons where fireworks are popular that you, and anyone in your household, including your visitors, follow these rules:

- > Do not store or use fireworks either in communal areas or in your home
- > Do not have bonfires anywhere, either in your home or in communal areas
- > Do not let fireworks off in the street or a public place.

Please help us to keep your neighbourhood safe at these times of the year.

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## What to do if you are having problems with your neighbours

Everyone has the right to enjoy their home in their own way as long as they don't disturb others living nearby. A good neighbour tolerates other people's lifestyles. However, sometimes, problems do occur. If you are having problems with a neighbour, try and talk to them about it if you can.

To help you we offer 'Dear neighbour' cards. You can pick up a card from your area service centre or download one from [our website](#).

It may be that your neighbour is not aware that they are causing a problem and you may be able to resolve it quickly and easily by dropping in one of these cards. This can be done anonymously.

Of course, we appreciate that may not always be considered appropriate, so you should be confident that it is a safe course of action.

If you prefer not to raise the issue yourself or if the problem persists, please [contact us](#) to report it. We will aim to respond to all reports within 48 hours.

### What will happen?

We will fully investigate the report. We will ask you questions to find out the cause, what has happened, for how long and how often the nuisance happens. We will go through the various options available, and agree with you the best way to deal with the problem.

We will keep your reports strictly confidential. In the vast majority of cases we will be able to resolve the matter without having to take any legal action. This is normally only considered when all other options have been exhausted.

If we do start legal action, we will need your support and evidence. You may be asked to keep a written record of the nuisance, called a nuisance diary, and you may need to be a witness at court.

### What if the problem is outside office hours?

You can still [contact us](#). Depending on the circumstances, we may advise you to contact the Police or our 24-hour noise service. If we are unable to address the matter out of hours, we will log the details of your report and then follow up any actions the next working day.

### In an emergency always dial 999

### Noise nuisance

If the problem is noise nuisance, you can contact our 24-hour Noise team on 020 7641 2000.

We provide a 24-hour service. As part of this, we can serve legal notices and can obtain warrants to seize equipment such as loudspeakers.

You can also report noise nuisance online [mywestminster.westminster.gov.uk/report-it/noise](https://mywestminster.westminster.gov.uk/report-it/noise)



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# Resident involvement

## Getting Involved

Get involved and make sure your voice is heard!

We support a wide range of ways to get involved so there is an option that works for everyone. You can choose the style of involvement that best suits you and the level of commitment you can make.

We encourage resident groups and resident involvement so that the services we deliver, and any proposed changes and improvements, are informed by your views.

There may already be an existing group in your local area that you can join, and we can point you in the right direction. If there isn't a group, you can always set one up and we will support you. Your options to get involved locally are:

### Resident Associations

This is the most traditional and widely known option. We have over 20 residents' associations in Westminster, and we have a dedicated team to help residents to set up an association if there is not one where you live.

There is a significant time commitment required to run a residents' association and you will need to adopt a constitution. You are entitled to a grant, and you will have a stronger say on how services are delivered locally.

### Other local resident groups

It is also possible to set up a more informal resident group with a lower time commitment. However, these groups are not able to apply for grant funding from the housing service. You can also get involved locally by attending estate inspections along with your housing officer.

### City-wide Involvement

#### Resident Forum

The Resident Forum is for City-wide strategic engagement between residents and the housing service. The Resident Forum meets monthly to hear updates from the housing service, highlight issues affecting residents, monitor performance measures, and suggest improvements.

#### Resident Panel

This is a group of up to 20 residents who steer the Resident Forum. This group chairs the Resident Forum and sets the agenda for future meetings. Resident Panel members do not represent individual blocks, but represent Westminster as a whole, reflecting the diversity of Westminster residents.



## Chairs Group

Our Chairs Group is open to the elected chairs or a nominated person from each local resident group. The Chairs Group meet quarterly as a valuable networking and peer support forum for local leaders. It also provides an opportunity for resident group leaders to give feedback and suggest improvements to the housing service.

## Task and Finish Groups and Focus Groups

These groups may be set up following discussion with the Resident Panel or if there is a specific project to deliver or an issue or policy to be considered. Task and finish groups involve residents scrutinising the service in detail over 6-8 weeks and collaborating with officers to co-design service improvements. Focus groups are usually a one-off meeting to gather resident input on a specific topic. Both of these groups have a fixed duration, a defined topic, and allow residents to help shape the housing service.

## Online Involvement

You can get involved online by joining [Westminster Housing Online](#) and receiving optional surveys about the housing service. Or you can access the Council's [Consultation Hub](#) to share your views on a wide range of topics.

## Resident Advisors

We are looking for some residents to work with us on a regular basis. These are groups that cover the whole of Westminster. We are looking for residents who have an interest in the following areas: Communications and Publications, Building Safety, Complaints, Procurement and Recruitment.

## Consultation

You have the right to be consulted under s105 of the Housing Act 1985 on all changes to how we deliver the housing management service that are likely to substantially affect tenants as a whole or a group of them. This includes changes to management, maintenance, how we provide services, improvements to and demolition of properties, and changes to policies. We might consult resident representatives through the Resident Panel and Resident Forum, or we might consult you directly depending upon the level of change.

## How to get involved

If you are interested in getting involved or have a question about any of the involvement options described above, you can find more detail on our website or contact the resident engagement team and we will be happy to help you.

Email: [residentengagement@westminster.gov.uk](mailto:residentengagement@westminster.gov.uk)

Call: 0800 358 3783 (freephone)



# Health, safety and security in your home

> Fire safety

> What to do if a fire breaks out in your home

> Gas leaks

> Gas servicing

> Dangerous substances

> Burst pipes and flooding

> Security

> Asbestos

> Window safety

> Common parts safety

> Balcony safety





# Health, safety and security in your home

Most accidents happen in the home. We want to help you make your home a safer place. Taking simple precautions can help you avoid potentially dangerous situations.

## Fire safety

### Smoke detection

All homes are fitted with smoke and heat detection – we will show you how to test your smoke detector as part of your welcome visit. You should test your alarm weekly by pressing the test button and gently run your vacuum cleaner nozzle over the alarm every month to remove dust.

If your alarm(s) do not work when you press the test button or it starts to beep, this means there is a fault. Please [contact us](#) to report any faults immediately.

We will contact you once a year to arrange a test and maintenance check. It is essential that you keep this appointment to ensure that your alarms continue to work and keep you safe.

### Fire exits and secondary means of escape

Most properties only have one way in and out, your front entrance door. A small proportion of flats have a second way out, called a Secondary Means of Escape (SME) designed to provide you with an emergency escape route other than the front door, (for example, a balcony or linked walkway).

We will show you if your new property has a SME, where it is, how to use it and tell you what you need to do (and not do) to maintain it. We will contact you to carry out an inspection of the SME every year to ensure it is fit for purpose and maintained.

### Dry risers

Some of our blocks have dry risers which are found in the communal areas. In the event of a fire, they allow London Fire Brigade to access a water supply on the floor they need it. It can be very dangerous if these are vandalised. We will check these on a regular basis but if you see that a dry riser in your block has been vandalised, please [contact us](#). We will take legal action against those responsible for vandalism.



### Using convector heaters

This is the type of heater that blows out warm air. These are safe as long as they are used carefully. They must not be covered or placed next to curtains or fabric furniture in an area where something can accidentally fall onto them. This blocks the warm air outlets causing the heater to overheat and potentially catch fire.

### Security grilles and gates

You must not fit security grilles or gates to your front or back doors. London Fire Brigade advises that grilles can put you in danger as they make it very difficult for them to gain access in an emergency. If you are worried about security issues, [contact us](#).

### Storage of items in communal areas

Items stored in communal areas can cause obstructions and become a source of fuel for fire. No items should be stored in communal areas without our consent. We reserve the right to remove any item that poses a fire risk.

## What to do if a fire breaks out in your home

You will be provided with a copy of the fire safety plan for your home as part of your welcome pack. If you do not have this information, [contact us](#).

Fire action notices are located in the ground floor entrance lobbies of all buildings. Please make sure that you read and understand this information regarding what to do if there is a fire in your property or building.

If you have any questions or think that you may have difficulty in following the instructions on the notice, please [contact us](#).

If the fire evacuation plan changes during your tenancy, we will write to let you know.

### Take these steps if there is a fire [in your home](#)

- > Everybody leave the room immediately and close the door
- > Alert everyone in your home
- > Do not try and put the fire out. Get out and stay out
- > Make sure everyone has left the property and close the flat door after you
- > Call London Fire Brigade on 999 giving clear details and the full address
- > Do not try to go back in unless London Fire Brigade have said it is safe to do so.





## If fire breaks out elsewhere in your building, follow your building's fire strategy as detailed in the fire action plans which are located throughout the building.

If a fire breaks out and you live in a purpose-built maisonette or block of flats of any height, with shared communal corridors, external walkways, staircases or entrances and there is a fire in the building and you are in your flat you are usually safer staying there unless heat or smoke is affecting you:

- › Call 999 and inform the emergency services of your location
- › Stay in your flat until you can be evacuated safely by London Fire Brigade
- › Close all doors and windows between you and the fire. Open other windows and call for help
- › If smoke or fumes enter your flat preventing your escape, close the door and place wet bedding or cushions around the door gaps to minimise smoke and fumes entering the room
- › Only evacuate the building if this is requested by London Fire Brigade.

## Fire safety doors

- › Fire doors are important as they stop a fire from spreading when closed
- › Self-closing doors must be kept closed – don't wedge them open
- › Contact us to report any problems with fire doors
- › Keep all escape routes in your home and the communal areas clear of storage or rubbish
- › Don't fit locks or obstruct escape routes. These can include secondary means of escape routes or linked balconies.





## Gas leaks

If you think there is a gas leak, turn off the supply at the meter and call National Grid on **0800 111 999**. If you are not sure where your meter is, [contact us](#).

### Do:

- > Put out cigarettes
- > Open all doors and windows and keep them open until the leak has been dealt with
- > Check if a gas tap has been left on by accident.

### Don't:

- > Use matches or other naked flame
- > Touch electrical switches including lights and doorbells
- > Use a mobile phone or device.

## Gas servicing

Gas appliances must be serviced regularly. If they are in poor condition, they can produce carbon monoxide gas which doesn't smell, can't be seen but can kill.

If you have a gas appliance, make sure air vents are not blocked up. Make sure you switch off gas fires in rooms where people will be sleeping as they pose a risk if they are left on overnight.

Where we have fitted a gas fire or gas heating/hot water system we will arrange to inspect and service each item every year and provide you with a copy of the gas check certificate. It is very important that this is carried out. We will tell you when your inspection is due and will make an appointment with you. We will take legal action against tenants who do not let us in to do this check.

If you think that a gas appliance in your home is unsafe, [contact us](#).

### Do:

- > Use only a Gas Safe Registered contractor to fit your gas cooker.

### Don't:

- > Carry out any works to gas appliances or installations in your home without written permission from your housing manager
- > Fit any appliance other than a gas cooker.



## Dangerous substances

Residents are not permitted to store the following inside their flat or on any balcony:

- › Contained gases, other than oxygen for medical gases. This includes BBQ gas such as Calor Gas
- › Chemicals – apart from domestic cleaning products
- › Petrol vehicles – mopeds, scooters, or any other fuelled vehicles
- › Fire works.

## Burst pipes and flooding

Make sure you know where the stopcock is in your property, in case you need to turn off the water in an emergency. You can [contact us](#) if you need help finding this. If your water supply goes off for any reason, make sure all the taps are turned off and that you have not left plugs in any sinks or the bath. This prevents flooding when the water comes back on.

If you get a burst pipe:

- › Turn off the main stop cock
- › Turn on the taps until the water stops running
- › Flush the toilet
- › Turn off the electricity at the mains.

Contact us to report the problem





## Security

We want you to feel safe on our estates and we carry out regular security improvements. Please report any faulty door entry systems or broken lights in your area or tell us if you have any other suggestions.

### Bogus callers

Don't let strangers in unless they can prove their identity. Bogus callers will try many different ways of getting into your home – they may say they are workmen or from other organisations. All our employees and contractors have identification cards so make sure you know who they are before you let them in. If you are unsure, [contact us](#), the agency they claim to work for or the Police.

### Concierges

Some of our blocks have a concierge service. A concierge is a security guard who either monitors entry at a workstation at the entrance to a block or patrols the block. Concierges are only provided in blocks where residents are prepared to pay for this additional service. A ballot is carried out if interest is expressed by residents and the level of service is decided by the residents.

### Regular contact

Your wellbeing is important to us. If we have not heard from you for a while, we may contact you to check that you are safe and well.

## Personal alarms

Many people want to remain independent but are worried about getting help if they need it in an emergency. The Emergency Response Service can supply an alarm unit that links to your telephone and can be worn on a pendant or wristband which connects through to the alarm Monitoring Centre. They then contact the service that you need, for example your doctor. This service is available 24 hours a day, every day. There is a small weekly charge for this service but there may be help to pay this if you cannot afford it. Call 020 7641 1659 during office hours for more information.

## Asbestos

Asbestos is a hazardous material that only poses a risk to health if the asbestos fibres are disturbed in some way that allows the fibres to become airborne. The fibres can be inhaled deep into the lungs causing damage.

You will receive advice and guidance on where asbestos-containing materials may be found within your home as part of your welcome pack. If you do not have this important information, please [contact us](#). Asbestos-containing materials are only dangerous if damaged or disturbed.

Where you have asbestos-containing materials in your home you must make sure you do not disturb it or damage it in any way.



## Please **contact us** if any part of your property which may have asbestos-containing material is damaged.

We will arrange for the damage to be repaired or advise you how to do any DIY or decorating work safely.

### Don't:

- > Carry out DIY or decoration work to any asbestos containing material without contacting the area office first
- > Disturb it by banging nails into it
- > Cut or break it
- > Drill it with either hand or power tools
- > Sand it by either hand or power tools
- > Scrape it or use a steam stripper
- > Attempt to remove it.

## Window safety

If you have windows fitted with safety restrictors, please make sure that the restrictors are only released for cleaning purposes and that after cleaning, they are re-engaged immediately. While a restrictor is removed, the window must not be left unattended.

Restrictors are fitted for safety reasons to limit how far the windows can open. If restrictors are left off, this can cause a serious accident.

If you need advice on how to use your windows or think your window restrictor is broken or defective, please [contact us](#).

## Common parts safety

Please [contact us](#) to report any defects such as broken windows, uneven steps or other hazards within communal areas of your building. Regular inspections are carried out to these areas in all our buildings but please contact us if you have a concern.



## Balcony safety

If your home has a private balcony, please ensure you report any damage or defects to the balcony balustrading, railings or glazed or non-glazed panels immediately to us.

The balcony surface finish is designed to be non-slip, as such we recommend that residents, do not install vinyl, tile or timber flooring on the balcony, as this could cause slips and trips and result in injuries.

Keep stored items and furniture away from the outside face of the balcony wall, especially if there are small children in the household or regularly visiting, to prevent children climbing over the safety railings.





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# Estate services

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> Grounds maintenance

> Tree maintenance

> Rubbish disposal

> Parking

> Pest control





# Estate services

## Cleaning

We are responsible for making sure that the internal common parts of buildings and external common areas of estates are kept clean and tidy to residents' satisfaction and that cleaning is carried out in a safe and efficient manner.

The service comprises:

- > Regular cleaning of internal areas
- > Regular cleaning of external areas to include litter picking of grassed and landscaped areas
- > Various other tasks such as stripping, polishing and buffing of floors and the cleaning of the bin chute rooms
- > Annual cleaning of windows in common parts, although the regularity may vary from block to block depending on the wishes of residents.

This includes:

- > Regular maintenance of grass, planted areas and hedges
- > Routine maintenance tasks such as leaf clearing and pruning
- > The design, planting and maintenance of bedding schemes
- > The design and implementation of landscape features
- > The supply and planting of new and replacement shrubs, hedges and bulbs.

Residents are required to maintain their own individual garden in order to ensure it looks acceptable and does not cause a nuisance to their neighbours.

## Grounds maintenance

We are responsible for making sure that the estate's grounds are well maintained, following good horticultural practice and are pleasing to look at.





## Tree maintenance

We ensure trees on housing estates and around street properties are kept in a safe and attractive condition and do not damage or interfere with neighbouring buildings. Tree pruning is carried out as required in cases of health and safety or urgent need.

We do not carry out any work to trees in a leaseholder's garden as these are the responsibility of the leaseholder.

## Rubbish disposal

For environmental and health reasons, it is important to make sure you get rid of your rubbish in the right way.

Most households can now recycle around 50% of the waste they produce. There will be arrangements on your estate for this, or a recycling centre near you.

**To enquire about arrangements for your estate or block, please [contact us](#).**

It's also important to dispose of your rubbish correctly for health and safety reasons. Please follow these simple steps to make sure your rubbish is disposed of safely:

### Do:

- > Wrap all food waste. If you don't, it will stick to the sides of the bin, or chute if you have one, will cause bad smells and encourage vermin such as rats
- > Close the chute cover (the hopper) when you have finished using the chute. This is important as it can prevent the spread of fire and smoke.

### Don't:

- > Put lighted cigarettes down the chute
- > Leave rubbish by the bin, chute or on landings, walkways or other communal areas. This is a health and safety hazard, a potential fire risk and can encourage rats and other vermin
- > Try to force large items down the chute if you have one, as it may become blocked. If you have larger items that will not go down the chute, please [contact us](#)
- > Throw away unwanted furniture which is otherwise in good condition
- > Use the chute or bin for builder's rubbish.

Your rubbish is collected by our waste disposal contractor.

**To report a problem with your rubbish collection, please call 020 7641 2000**



## Parking

Parking is very popular, and in some areas, you may need to be placed on a waiting list (unless you are disabled) as we do not issue more permits than there are spaces. Available permits are issued according to priority as set out below:

1	Registered disabled residents
2	Resident tenants, lessees and resident family members who do not already have a garage / parking permit
3	A carer for a tenant / lessee requiring a parking facility
4	Resident tenants and lessees who have a garage / parking permit and require another
5	Resident tenants and lessees who do not have a garage / parking permit who do not live on the estate
6	Other residents in Westminster
7	Staff where there is low resident demand
8	Commercial users and non-council residents

Permits are charged at a weekly rate and there are different charges for tenants according to the location of the parking area. Parking is free for disabled residents on proof of eligibility. Please [contact us](#) to enquire about this and to apply for a parking permit. Further details including the different types of permit types available can be found on our website.

To be eligible for a permit at the tenant rate, the vehicle must be taxed, insured, have a valid MOT and be registered at the address.

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Parking on estates is covered by a Traffic Management Order. This means that any vehicle not parked in accordance with the terms of the Order can receive a Penalty Charge Notice (PCN). Generally, to be allowed to park, vehicles must display a valid permit for the area they are parked in and be parked in the correct marked bay or location for that permit. We are responsible for issuing permits, patrolling the estates and issuing PCNs to any vehicle parked in contravention of the Order. Details of how to appeal a PCN are included on the PCN itself.

## Visitor parking

On some estates, there are dedicated bays for residents' visitors and contractors. Where these are in operation, residents can purchase scratchcards so their visitors and private contractors can park. Scratchcards cost £1.00 for two hours and must be clearly displayed with the correct time and date scratched off. You can purchase scratchcards up to a maximum of 60 cards in any given year (120 on Churchill Gardens). To purchase a scratchcard using a debit or credit card, please [contact us](#). If you have a carer who needs to park when they visit you, there are other options available. Please [contact us](#) to find out more.

## Pest control

Our pest control team can treat your home for rats, mice, bed bugs, tropical ants and cockroaches. There is also a programme for treating pests like these in some areas of Westminster where there is a particular problem.

**If you have a problem with any of these pests, please call 0800 358 0514.**



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# Repairs and improvements

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> Decorations

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> Satellite dishes and TV aerials

> Communal heating and hot water

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# Repairs and improvements

We are responsible for doing some of your repairs and you are responsible for others.

## Repairs that you do

You are responsible for some minor repairs and maintenance to your home. This includes keeping your home in a good and clean condition. You are also responsible for decorating inside your home and keeping it in a good decorative state.



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## The repairs you are responsible for include:

- > Maintenance and general decoration of your home
- > Damage caused by you (or your visitors) by not taking care of your home
- > Light bulbs, fluorescent tubes and starters
- > Internal doors – it is very important that you keep to current safety standards and do not remove closers or special locks where fitted
- > Top locks (Yale)
- > Getting extra keys cut; replacement locks if keys are lost and lockouts
- > Doorbells unless part of a communal door entry system
- > Replacing broken glass in internal doors
- > Replacing broken glass in outside windows/doors unless you have reported it to the Police as a crime and you have a crime reference number. You will be recharged if you have caused the damage
- > Window locks, catches, and keys unless integral to the operation of the window. Does not include specialist fittings e.g. safety restrictors fitted on pivot windows
- > Cupboard catches, hinges, knobs/handles
- > Curtain rails/non-heated towel rails
- > Replacement plugs to sinks, basins and baths
- > Blockages to sink wastes and toilets, caused by misuse
- > Toilet seats
- > Laminate flooring and carpets
- > Maintenance and repair of any additional fittings that you provide
- > Garden sheds
- > Any extra items that were left with your permission at the beginning of your tenancy, i.e. a shower or other fittings or fixtures
- > You are also responsible for your own contents insurance. We do not provide contents cover for damage to your possessions in the property, regardless of cause.

If you are not sure if a repair is your responsibility or ours, please [contact us](#).

If we carry out repairs that are your responsibility, we will recharge the cost to you. The amount that we will charge depends on the type and extent of work.

Sometimes you may be required to pay in advance for works to be carried out in your property. We will always advise you on this and help you complete any paperwork.



## Repairs that we undertake

We have a legal duty to carry out certain repairs. We are responsible for keeping the following in good working order:

- > The structure and outside of the buildings
- > The services and equipment that supply water, gas, electricity, sanitation, heating and hot water
- > Decoration of the outside and communal parts of the building
- > Maintaining any smoke detectors that are connected to a communal fire detection system.

**Examples of the work we will do are listed here, however if you have caused damage, we may recharge you:**

### Repairs to structure and outside of building

- > Drains, gutters, outside pipes
- > Roof, foundations, outside walls and outside doors
- > Window sills and frames
- > Window catches and locks if specialist fittings
- > Restrictors for pivot windows
- > Chimneys and chimney stacks
- > Pathways, steps and other entrances to building
- > Fences and paving
- > Major plastering work.

### Repairs to drains and sanitary fittings

- > Basins, sinks, baths, toilets and cisterns
- > Repairs to heating and hot water installations
- > Boilers, heating and hot water applications
- > Radiators, pipework and controls.



## Repairs to the supply of water, gas and electricity

- > Water and gas pipes
- > Broken taps
- > Electrical wiring, sockets, light fittings and fuse boards
- > Electrical fittings we supply.

## Repairs to the shared areas of buildings

- > Corridors, stairways and entrances
- > Shared facilities – such as entry phones, rubbish chutes, lifts, etc
- > Communal lighting
- > Communal automatic fire detection systems
- > Dry and wet risers
- > Smoke extract or control systems
- > Fire doors.





# How to report a repair and reporting out of office hours

You must [contact us](#) when a repair that is our responsibility needs to be done.

## Reporting emergency repairs when offices are closed

If your repair is an emergency outside office hours, you should [contact us](#) by telephone and select Option "1".

## When will my repairs be done?

When you report a repair, we will give you a target time of when we will complete the repair. If there is a delay, we will let you know. The table below shows our main target times with the sort of jobs that fall into each category. A more detailed list is provided on the following pages.

<b>Immediate</b>	Issues which pose an immediate health and safety risk e.g. fire, loss of electricity or water supply, make safe, etc	Attend within two hours and make safe within 24 hours
<b>Urgent</b>	Plumbing works, blockages, and works	Attend and complete work within three working days
<b>Non urgent</b>	More substantial repairs e.g. joinery, plastering, damp proof courses, major repairs including structural work, roofing works etc	Attend and complete work within 28 working days

You are responsible for providing access at reasonable times for repairs to be carried out, for the repair to be inspected if required before and/or after completion and for gas safety checks to be completed. We can take legal action if you do not provide access when reasonably requested but we hope this will not be necessary. It is important that you or a responsible adult aged over 18 is present to provide access in these situations.





## Immediate jobs

The following repairs would fall under the Immediate category which means that we will attend within two hours and make safe within 24 hours;

- > Fire
- > Flood
- > Risk to life
- > Total loss of electrical power or lighting
- > Structural collapse (e.g. of a ceiling so that it can be made safe)
- > Leakage of water from plumbing or heating service not contained by local drains
- > Blocked drains
- > Blocked bin chutes – 24 hours after caretaker has attempted to clear
- > Loss of heating or hot water on a local basis between 1 November and 30 April
- > Full water failure (after establishing not common to local area) as some blocks have boosted water supply via a pump set
- > A problem affecting the security of buildings or property (unsecured)
- > Broken glass in a window or door for a communal area (will involve boarding and returning to reglaze within 28 days)
- > Make safe broken glass in dwelling
- > Main Entrance Doors to block – Non-Access Controlled External door (i.e. no intercom/key fob)
- > Any incident giving rise to a serious safety risk (e.g. floor coverings, steps, paved areas)
- > Break-ins where property is unsecure and no secondary means of locking
- > Lack of toilet facilities – Where there is only one toilet in the property
- > Severe communal hazard where number of persons could be exposed (e.g. exposed electrical wiring)
- > Exposed raw sewage
- > Flat entrance door replacement – temporary fix while door is manufactured (Dwelling entrance only – not block).



## Urgent jobs

- > Partial loss of electric power
- > Partial loss of water supply
- > Partial loss of electric space or water heating between 1 May and 31 October
- > Blocked sink, bath or basin which is not the resident's responsibility
- > Tap which cannot be turned off
- > Loose or detached banister or handrail
- > Mechanical extractor fan in internal kitchen or bathroom not working
- > Make safe damaged internal flooring (in dwelling only).





## Non-urgent jobs

- > Installation of new mechanical extractor fans
- > Roofing works
- > Replacement of cracked glass with a Crime Reference Number
- > Replacement/repairs to sanitary ware fittings: plugs, seats etc
- > Adjustment of door closures or floor springs
- > Wall tiling; re-fixing loose/missing tiles (all tiling associated works)
- > Plaster repairs
- > Repairs to joinery items: doors, windows etc. where there is no security risk
- > Replacement of cracked sanitary ware when the damage has not prevented use
- > Re-fix loose fixtures and fittings
- > Painting and decorating
- > Damp and mould treatment (to be raised by Council Surveyor only)
- > All metalwork
- > Parking bollards
- > Vinyl flooring in communal areas
- > All external works to be referred to Council Surveying team for review and allocation.

## The Right to Repair

The Government lists 20 common repairs (called qualifying repairs) and sets a period of working days in which they must be completed. If we do not complete the repair within the prescribed period, you have the right to ask us to get a second contractor. If the work is not completed in the second prescribed period, you may be entitled to compensation.

If an inspection is needed, we are allowed extra time. If the inspection identifies the need for major works, this is no longer covered under the Right to Repair and you will be given more details on the target time for completion. The qualifying repairs must be our responsibility; that is, not caused through misuse. We will recharge you if the repair is found to be your responsibility.



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Repair	Number of working days
Total loss of electrical power	1
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of heating or hot water between 31 October – 1 May	1
Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the home) toilet pan	1
Toilet not flushing (where there is no other working toilet in the home)	1
Leaking from water or heating pipe, tank or cistern	1
Unsecure external window, door or lock	1
Partial loss of electrical power	3
Partial loss of water supply	3
Total or partial loss of heating or hot water between 30 April and 1 November	3
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Leaking roof	7
Door entry-phone not working	7
Mechanical extractor fan in bathroom or kitchen without window not working	7



## Decorations

**Important: see advice on Asbestos (page 36) before starting any work.**

You are responsible for repairing any minor cracks that you may find during the course of redecorating. However, if any cracks give cause for concern, please [contact us](#).

While you are responsible for decorating inside your home, we may be able to help in the following situations:

- > **Existing tenants** – we may pay a decorations allowance after we have completed some repairs such as replastering or if the decorations are damaged by a repair that we are responsible for
- > **Cash incentive scheme** – if you are a secure tenant and move under the cash incentive scheme, we will decorate your new home or pay you an allowance unless the property has just been decorated.

**Important note: If your decorations are damaged as a result of a flood caused by another resident it will be your responsibility to make good the damage. This is not covered by our building insurance. Please ensure you have your own home contents insurance in case this happens to you. For more information on insurance, see page 58.**

### Alterations and improvements we are responsible for

We keep our houses and flats in good condition and carry out programmed modernisation and improvements.

If we are carrying out a programme of improvements on your estate, we begin consultation with you about the works before they are carried out.

If you have to move because of improvement works you may be eligible for compensation or help with your removal expenses.

### Improvements you do yourself

If you wish to carry out alterations, it is important that you review and follow all Health and Safety Advice ([page 54](#)) when planning and carrying out the work you want to do. For safety reasons, there are a few rules that you must follow before starting work:

- > You must [contact us](#) if you want to carry out any alterations or improvements – an acknowledgement of your letter will take up to 10 working days. Permission will be granted if we agree that your plans are reasonable and safe
- > You may begin work once you have received our written permission. You may also need to get planning permission or other approval before you start
- > If you change your original plans, you must again obtain our written permission before going ahead with the work
- > We may wish to inspect the work as you go along
- > Once you have finished the work, please let us know so we can arrange an inspection.



## Health and safety advice

Some items are fitted to your home for your safety and must not be removed. This includes doors, door closers fitted for fire safety, special locks fitted on secondary means of escape doors, windows and window restrictors, vents, smoke detectors, back-up batteries, and safety signs.

Some items must be replaced to current safety standards, for example, replacement internal doors must meet the relevant British Standard (BS476). Residents must not replace their flat entrance door.

### Remember:

- > Always use properly qualified tradesmen
- > Always follow the manufacturer's instructions, for example maintenance and testing of smoke alarms
- > Always follow safety instructions when using chemicals or power tools
- > You must also be aware of any asbestos identified in your home before starting any improvement work. If you do not have this information, [contact us](#) for an updated register for your property
- > Do not carry out noisy work at night or early in the morning. If you are planning work at the weekend, let your neighbours know beforehand and try to keep the noise down.





## Special conditions

Special conditions may apply depending on the type of property you occupy and the nature of the alterations.

### Listed buildings

If your home is a listed building, you may need special permission before starting any work. We will tell you if this applies to you and if there are certain fittings and fixtures that you must not remove.

### Adaptations for special needs

We may be able to help if you or a member of your family is disabled and needs special equipment or adaptations in your home. An occupational therapist will assess your needs.

### Hard wood or laminate floors

The laying of a hard wood floor finish such as laminate, hardwood overlay or ceramic tiles in any room in your flat is considered to be an improvement or alteration (as opposed to minor repair or decoration) and requires our permission before starting work. Permission will only be granted if an approved high-quality acoustic underlay is installed to our satisfaction.

If the flooring needs to be lifted so that we can make repairs, we will not be held liable for any damage that may occur to the floor during the repair. If we grant permission it will be conditional upon your acceptance of these terms.

For more details please see our leaflet 'Laying Flooring' on our website at [westminster.gov.uk/yourhousing/i-am-tenant/about-your-home/home-improvements](https://westminster.gov.uk/yourhousing/i-am-tenant/about-your-home/home-improvements)

**Please note: If you have carried out any improvements and later decide to buy your home, the work you have done will not increase the price of your home.**

If you have carried out improvements with our permission and want to move, you may be able to claim compensation under the government's 'compensation for improvements scheme'.

If you want to move and have made improvement without permission, you may be required to re-instate the areas.

## Satellite dishes and TV aerials

### Satellite dishes

You must get our written permission to install a satellite dish. Permission is only granted in limited circumstances.

To apply for permission to install a new dish, [contact us](#) for a copy of the guidance note and an application form. If you have installed a dish without permission, you will need to apply for permission now to keep the dish. If permission is not granted, we will take action to have it removed.

### TV aerials

We provide communal aerials for television users on some estates. If your block does not have one, you will need to use an indoor aerial. If you want to have an outside aerial fitted, your contractor must seek our permission before accessing any roof area or space that is not accessible to the public. Health and safety considerations will be taken into account when deciding if permission can be given.



## Communal heating and hot water

Some of our blocks have communal systems that provide heating and hot water. This is paid with the weekly rent. Hot water is provided with these systems all year and heating usually between October and the end of May. This is flexible if the weather is very cold.

Heating is supplied for about 16 hours each day but can be changed if residents wish. Significant changes that are requested will be discussed with all residents as it could affect the charge made the following year.

## Energy efficiency

The Energy Saving Trust will give you free, independent and impartial advice on saving energy and money. You can call them on 0300 123 1234 or e-mail [energy-advice@est.org.uk](mailto:energy-advice@est.org.uk) You can also visit their website: [energysavingtrust.org.uk](http://energysavingtrust.org.uk)

Please also [contact us](#) if you need further advice on:

- > Saving energy and money on your fuel bills
- > Buying and installing energy efficient products such as smart meters, lighting and white goods
- > Energy performance certificates.







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# Insurance

> Home contents insurance

> Building insurance

> Public liability insurance

> Making a claim on the building or public liability insurance

> Contractors' insurance





# Insurance

## Home contents insurance

We strongly advise you to get cover for your personal belongings against risks such as fire, flood and theft. Many people who do not have home contents insurance find it difficult to replace their belongings if they are lost or damaged. Please note that you may not be able to claim on our insurance, as damage is not always caused by negligence.

Aviva operate a scheme for our tenants – please [contact us](#) for more information or visit [westminster.gov.uk/housing/insurance](http://westminster.gov.uk/housing/insurance) This is one option, but you can shop around for the best policy to suit your needs.

## Building insurance

In most cases, we own the building you live in and are responsible for insuring it. This is called building insurance and does not cover your personal possessions. You need to take out your own home contents insurance. This insurance allows us to put right damage to the building caused by fires or storms for example.

## Public liability insurance

If loss, damage or injury is caused by our negligence, the law says we must put it right and have public liability insurance for that reason.

Claims against this insurance must show that:

- > We had a responsibility
- > We failed to meet that responsibility and/or was negligent
- > Loss or damage was caused as a result.



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## Making a claim on the building or public liability insurance

If something happens and you think you might have a claim, you need to [contact us](#) as soon after the incident as possible. You must give as much detail as possible and if you are claiming for damage to personal belongings, you must keep them for inspection.

### Contractors' insurance

All contractors who work for us, such as builders and cleaners, are fully insured. This covers any damage they cause by being careless while carrying out work. Under this insurance, it covers damage to your personal belongings. If you need to make a claim, the contractor will liaise with you directly. If it is not dealt with properly, please [contact us](#).





# Supporting you in your tenancy

There may be times when you or a member of your household needs extra support to help with day to day problems. We are trained to refer you to an appropriate service if you need support to help you maintain your tenancy. This may be an internal service provided by us, or an external service provided by another organisation.

If you have a medical need you are always advised to contact your GP service in the first instance. If you feel threatened you are always advised to call the Police on 101, or in an emergency on 999.

The People First website provides a wealth of information and details of services in Westminster to help people maintain independence and well-being. The site is aimed at the older adult population, people living with disabilities and those who look after others.

You can find more information at: [peoplefirstinfo.org.uk/](http://peoplefirstinfo.org.uk/)

We also commission a wide range of specialist services that can help with specific needs. All are free and confidential, and you can get further information on these by [contacting us](#).

## Domestic violence and abuse

We will not tolerate domestic violence or abuse in our properties. Domestic abuse is defined as:

**Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse: psychological, physical, sexual, financial or emotional.**

Your tenancy agreement says that you or any member of your family “must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties”.

We are committed to working closely with other agencies to support victims of domestic abuse and, where possible, take action against those responsible.



If you are suffering because of domestic abuse, you are encouraged to get advice from the following:

- > **24-hour National Domestic Violence freephone helpline on 0808 2000 247**
- > If you are a female experiencing domestic abuse contact the Angelou partnership on 020 8741 7008
- > If you are a male experiencing domestic abuse contact Victim Support on freephone 0808 168 9111 or 0808 168 9291, or the Mankind Initiative on 01823 334244
- > If you are LGBTQ+ (lesbian, gay, bisexual, transgender, queer and others) experiencing domestic abuse contact GALOP on 020 7704 2040
- > You can also contact us so we can offer you support, and advice tailored to your needs
- > We also recommend that you get independent general advice from a solicitor, law centre or Citizens' Advice Bureau
- > We would also encourage you to report any concerns to the police. They have specialist workers to help victims of domestic violence and abuse. **If you are in immediate danger, call 999.**





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# Moving or buying your home

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# Moving or buying your home

## Transfer schemes

We are keen to help tenants who want to move whenever possible. We run the schemes listed below: transfers in Westminster, moves outside Westminster, exchanges or home ownership.

We receive many applications each year from people who want to be rehoused in Westminster. We try and help as many people as possible, but demand is very high. We have schemes designed to put tenants who have applied for a transfer in order depending on their housing need.

[Contact us](#) to get a transfer application form for any of the following schemes.

**Medical cases:** Your medical adviser will give you a 'category A' medical priority if you need to move urgently on medical grounds if your home is not helping your condition. We can give you a self-assessment form if you need to move for medical reasons. The medical adviser will ask for information from your doctor if necessary. You should not ask your doctor for a letter.

**Major repair cases:** We sometimes have to move people if we need the property empty to do major repair work. If you have to move, you may be entitled to compensation/ payment of removal expenses.

**Housing health and safety rating:** If you are overcrowded, your home is rated as a 'Band A' hazard under government guidelines, and where this has occurred through natural growth, you should be awarded additional points for a move.

**Management transfers:** You can apply for a move if you have a very serious and urgent problem which means you cannot stay in your home. If you are moved for this reason, it will normally be to a similar property of the same size. If your current property is too big for your needs, you will be offered more appropriately sized accommodation.

**Community care:** A social and community services care manager may ask for a tenant to be rehoused as part of their care package.

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## Cash incentive scheme for Secure Tenants only

In some cases, we may give secure tenants money to move to a different home. This is called the cash incentive scheme. We may be able to help you to move and give you a cash payment if:

**Family homes:** you move to a smaller home with fewer bedrooms. This includes moving by a mutual exchange with another social housing tenant if you are under-occupying your home by one or more bedrooms and swap with a tenant who is overcrowded and will not be under occupying after the move.

**Conversions:** you live next to an empty property and you move to allow us to create a large home from the two properties. This could also apply to two tenants living next to each other that both move out.

**Homes for people with a disability:** you move out of a home that could be used for a tenant with a disability.

## Moves outside Westminster

Contact us on 0207 641 1000 for information about the housing mobility scheme outside Westminster and find out more online at [westminster.gov.uk/housing](http://westminster.gov.uk/housing)

If you are interested in moving outside London, please visit [homefinderuk.org](http://homefinderuk.org)

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## Mutual Exchanges

Secure tenants and flexible tenants have a legal right to request an exchange in certain circumstances. Introductory tenants have no legal right, but we may allow the exchange, at our discretion.

**You must get our permission to any exchange before you move.**

You can look for an exchange partner by registering with either Home Swapper or House Exchange, which are nationwide mutual exchange agencies. To register, visit [homeswapper.co.uk](http://homeswapper.co.uk) or [houseexchange.org.uk](http://houseexchange.org.uk)

If you have any difficulties registering online, we can help you. There are certain circumstances when we can refuse permission for an exchange to take place.

The main reasons for refusal are:

- > We have started a possession proceeding or have a possession order against you
- > The property is substantially larger than required by the assignee and their family
- > The property is not reasonably suitable to the needs of the assignee and their family.

If you move to another landlord your rights may change so check this first. If you move to a Housing Association property you will not have the Right to Buy. You should always seek legal advice prior to completing a mutual exchange to ensure that you fully understand your rights.

Contact us for more details and conditions of any scheme.





## Housing for older people

We want to provide a safe and secure home environment for older people and have a range of services to support those who wish to stay in their own homes or move to housing with support. This is called community supportive housing.

Contact us for more information about this.

## Choice based lettings

When homes become available for rent, most are advertised, and we invite applicants to 'bid' for the ones they want. This is called Choice Based Lettings.

Applicants are given points for their needs and the bidder with the most points gets the property. You can apply for a transfer using our website. Please visit [westminster.gov.uk/housing/tenants/moving-out](http://westminster.gov.uk/housing/tenants/moving-out)

If you would like more information, please [contact us](#).

## Buying your home

### Right to Buy

If you have been our tenant for five years, you may have the right to buy your home. Your family members may be able to share in the purchase. This includes registered civil partners and same-sex couples living together as if they were civil partners. You get a discount on the price depending on how long you have been a tenant, up to a maximum of £136,400. This amount is decided by the Government.

### Flexible ownership

This is a shared ownership option offered to secure tenants who cannot afford the full Right to Buy price. You can buy a share of your home and pay rent on the remaining share. You can buy more shares in your home as and when you can afford it. For more information about buying your home, please [contact us](#).





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# Ending your tenancy

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# Ending your tenancy

## If you want to end your tenancy

You must give at least four weeks' notice in writing and provide us with your forwarding address. Please note that:

- > Your tenancy must end on a Monday (unless it is a Bank Holiday in which case Tuesday by noon)
- > If you do not give us the proper notice, we will still charge you rent for the four-week period
- > Your keys must be returned to your area service centre by noon on the Monday your tenancy ends
- > If you handed in your keys late, or your property has not been cleared, you will be charged the rent until the Monday after you handed them in, or until the property is cleared
- > Please tell your electricity, gas, telephone and internet service providers that you are moving home so that they can close or move your accounts.

### We will charge you if:

- > You do not leave the property clean and empty and we have to clear your possessions
- > Repairs that are your responsibility have not been carried out or if you have caused damage to the property
- > You have carried out alterations without our permission
- > You leave anyone living in the flat after you leave, and we have to take court action to evict them.

### > Ending your tenancy



## If we need to end your tenancy

There may be circumstances when it is reasonable for us to end your tenancy. The rules we have to follow are different for secure, flexible and introductory tenancies.

### Ending introductory tenancies

If we take possession action against you to seek to end your introductory tenancy, we must serve you with a 'notice of possession proceedings' explaining why we are taking this action. You will have the opportunity to have the decision to serve the notice reviewed by a review panel and in all cases we will need to go to court to obtain a possession order.

### Ending secure and flexible tenancies

We can only end a secure tenancy or a flexible tenancy during the fixed term, if the court gives us a possession order. The court can only do this if we show that there are good reasons in law called 'grounds for possession'. The first step we have to take is to serve a 'notice seeking possession' which tells you why we want to end your tenancy. This is usually because you have broken the rules of the tenancy agreement for example by not paying the rent or for anti-social behaviour. After a month if the reason given in the notice remains a problem, we may apply to the court for a possession order to end your tenancy.

### Notice seeking possession

If you receive a notice seeking possession you will also get a letter with an appointment to meet with us. You must keep this appointment. It may be possible to find a way to solve the problem without going to court.

### Reasons for a possession order

We can apply for a possession order for any of the following reasons:

- > You have not paid your rent, or you have broken another tenancy condition
- > You, anyone living with you, or a visitor has caused a nuisance in the local area; has been convicted for using or allowing the property to be used for illegal or immoral purposes; or has been convicted for an indictable offence committed in or near your property
- > Your violence or threats of violence within the home has forced your partner to leave the property
- > You have caused damage to your home or the shared area, for example, the entrance or staircase
- > You obtained the tenancy by providing false information
- > You have refused to move back to your former home after being temporarily re-housed while building work was carried out.

The court may grant a possession order on the following grounds if suitable alternative accommodation is available:

- > We plan to demolish or redevelop the land around it
- > You are a successor to a tenancy and your home is under-occupied.



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### What will happen at the court hearing?

You can attend the hearing to defend your case or hire a legal representative to act on your behalf. At the hearing we will present details of your case to the judge. The judge may grant a possession order if one of the grounds for seeking possession is proved. The order may be suspended if you meet certain conditions such as paying your rent and an agreed amount off your arrears each week, or it may take effect immediately.

In cases where the court awards a suspended possession order, if you do not keep to the terms of the possession order, we can apply for a warrant to evict you. Even if we are taking possession action against you, your tenancy continues up until you are evicted, or you give up your tenancy voluntarily.



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## Reviewing flexible tenancies

In the last year of the flexible tenancy we will arrange a tenancy review meeting to consider:

- › Whether the property meets your household's needs, including any under occupation and disabled adaptations that are no longer required
- › Any support and advice needs of your household
- › The way the tenancy has been conducted. Any proven breaches of the tenancy agreement and agreements to remedy those breaches will be considered.

In most cases you will be offered another five-year tenancy at the same address. If your home is too large for you, or if it has disabled adaptations which are no longer needed, a new tenancy could be offered at a different address.

Circumstances where we may not offer a new flexible tenancy at any property are:

- › There has been a serious or persistent breach of the tenancy agreement. The seriousness of the breach will be at a level where it would be deemed reasonable for us to seek possession of the property
- › You or a member of your household has been convicted of serious housing related anti-social behaviour
- › You have not participated in the review or provided necessary information for the review. If you are vulnerable and not able to take part in the review, we will work with you to find a person to attend on your behalf.

We may offer an alternative two-year tenancy where you have not kept to an agreement to correct a breach of the tenancy agreement during the flexible tenancy.

If we decide not to renew your tenancy you will be served with a Notice of Non-Renewal at least six months before the tenancy is due to end. The notice will tell you why no further tenancy is being granted and that you have a right to request a review.



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## Requests to review flexible tenancy decisions

At the end of a flexible tenancy, if we decide not to offer you another tenancy, you may request a review of the decision. We will check if the decision has been taken in line with our policy.

**You must request the review in writing, within 21 days of the date of being given the Notice of Non-Renewal.**

We will also serve a Notice Requiring Possession giving you at least two months' notice to move out as we are taking back possession of the property.

If you do not move out on the last day of the tenancy, we will apply for a court order to end the tenancy. The court has to award us possession if the fixed term has expired, the correct notices have been served and any appeal has been considered.



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## What happens to a tenancy when a tenant dies?

Coping with the death of a friend or relative can be a difficult time. We should always be notified so we can help and give you advice on what needs to be done. We will require a copy of the death certificate to allow us to legally terminate the tenancy.

We will need to know:

- > The details of the tenant's next of kin (closest relative)
- > The address of the person dealing with the tenant's affairs
- > The date the keys will be handed in.

If the keys are not returned, we will continue to charge rent. Any rent due, and charges for repairs, will be charged to the tenant's estate.

Before handing back the keys to the property, the person dealing with the tenant's affairs will need to:

- > Move all the belongings out of the home
- > Redirect the post
- > Read the gas and electricity meters and give the readings to the utility companies so they can send the final bills
- > Lock the doors to the property and make sure all windows are shut
- > Tell the Department of Work and Pensions (DWP) if the tenant received any benefits
- > Tell us if the tenant received any housing or council tax benefit.

You can use the Government's 'Tell Us Once Service' online at [gov.uk/after-a-death/organisations-you-need-to-contact-and-tell-us-once](https://www.gov.uk/after-a-death/organisations-you-need-to-contact-and-tell-us-once)

If there are household items left in the property, any clearance costs will be charged back to the tenant's estate.





# Who can take on your tenancy if you die?

In certain circumstances a tenancy may pass to another person. This depends on the type of tenancy and the situation. When a tenancy is taken over by someone after a tenant's death, this is known as 'succession'. To apply for a succession the applicant/family member must provide proof of relationship to the tenant, proof of their identity and proof of residency. The type of documents that we would accept in these circumstances include original bank statements, council tax bill, benefits entitlement letters, utility bill, employment letters and payslips, original insurance documents, HMRC Tax Notification, NHS Medical card or letter of confirmation from GP's practice of registration with the surgery and Electoral Register entry. They would need to provide at least three of these documents for the required residency period when they submit a succession application.

Before your family member applies to succeed you must contact us first so that we can discuss the type of succession that they may be eligible for and the residency requirement that they would need to meet.

### Secure tenancies started before 1 April 2012

The tenancy can be passed to a married partner, registered civil partner or another family member (non-married partners or a same sex couple living together as civil partners are included as family members) if they are able to meet the legal requirements. Only one succession is allowed to a tenancy. The successor will have the same tenancy conditions the tenant had.

There are some rules we have to follow when someone wants to succeed to the tenancy. These rules also say if the successor can stay in the same property. These are some of the most important rules:

- > If you are a joint tenant, your surviving joint tenant will succeed to the tenancy and can stay in the same property
- > If a sole tenant dies, your married partner or registered civil partner can succeed to the tenancy and can stay in the same property
- > If there are two or more family members who can succeed, they must decide between themselves who will take over the tenancy. If they cannot agree, we will decide
- > A non-married partner, same sex couple living together as civil partners or another family member can succeed to the tenancy if they can prove that they have lived there for the 12 months before the death of the tenant as their only or main home. They will however have to move if the property is larger than they reasonably need
- > If they refuse to move to smaller accommodation, we will take legal action to seek possession of the property and enforce the move.

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If the tenant held a secure tenancy before 1 April 2012 and moved to a different property after 1 April 2012, succession rights will remain as set out on [page 73](#).

### Secure tenancies started after 1 April 2012

The tenancy can be passed to a married partner, registered civil partner or non-married partners if they are able to meet the legal requirements. Only one succession is allowed to a tenancy. The successor will have the same tenancy conditions you had. There is no right for family members to succeed to the tenancy.

There are some rules we have to follow when someone wants to succeed to the tenancy. These rules also say if the successor can stay in the same property. These are some of the most important rules:

- > If you are a joint tenant, your surviving joint tenant will succeed to the tenancy and can stay in the same property
- > If a sole tenant dies, your married partner or registered civil partner can succeed to the tenancy and can stay in the same property
- > A non-married partner, same sex couple living together as civil partners can succeed to the tenancy if they can prove that they have lived with the tenant for the 12 months before their death and the property is their only or main home. They will however have to move if the property is larger than they reasonably need
- > If they refuse to move to smaller accommodation, we will take legal action to seek possession of the property and enforce the move.

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### Discretionary succession policy

We allow some additional family members to succeed to a tenancy in limited circumstances. Please review our Tenancy policy for current rules on discretionary succession online at [westminster.gov.uk/housing-strategies](http://westminster.gov.uk/housing-strategies)





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## Can you pass your tenancy to someone else?

The conditions of your tenancy allow you to transfer your secure tenancy to someone else. This is called assignment. To apply for an assignment please [contact us](#).

You are only allowed to do this in the following circumstances:

- > If you find another tenant with whom you want to swap homes. This is known as a mutual exchange. A move cannot take place without our written permission
- > By a court order following relationship breakdown or orders relating to children
- > With our permission by completing an assignment application you can transfer your tenancy to someone who would succeed in the event of your death. We will not give permission where it would result in under-occupation.



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# Accessing your housing services

## Online

We've made it easier for you to manage your tenancy through an online account called [MyWestminsterHousing](#).

You can access this secure portal anytime, anywhere; from your home computer, mobile phone or tablet. It puts you in control of your account so that you quickly find the information you need when you need it.

MyWestminsterHousing allows you to report and track repairs, update your contact details, report anti-social behaviour and send us feedback on our services. You can also make payments and look up your rent or service charge.

Please note, this service is currently not available for residents of TMOs. To register for this service please visit [westminster.gov.uk/housing/mywestminsterhousing](http://westminster.gov.uk/housing/mywestminsterhousing)

If you have further questions about registering for MyWestminsterHousing please [contact us](#).

## Face-to-face and accessibility

If you need to access our service in a particular way, please let us know. Portable induction loops for hearing aid users are available at all offices and when we visit you in your home.

If you ask us, we can provide documents in large print or audio format. Home visits are also available by request.

We are always open to feedback. You can provide feedback by [contacting us](#).

All of our Housing Service Centres are open Monday to Friday from 9am to 5pm. Feel free to pop in if you have an enquiry. If you would like to have a meeting with specific officer please call in advance to arrange an appointment on 0800 358 3783.



## Contact Us

Telephone: [0800 358 3783](tel:08003583783)

Email: [housing.enquiries@westminster.gov.uk](mailto:housing.enquiries@westminster.gov.uk)

Website: [westminster.gov.uk/housing](http://westminster.gov.uk/housing)

If you need to see us, we can arrange an appointment at the following area service centres:

### Central area service centre

24 Lilestone Street, Lisson Green estate, London, NW8 8SR

### South area service centre

137 Lupus Street, London, SW1V 3HE

### West area service centre

155 Westbourne Terrace, London, W2 6JX

### North area service centre

Glasgow House, Lanark Road, London, W9 1QY

### Bayswater Housing Service Centre

Bayswater Childrens Centre, Shrewsbury Road, W2 5PR

### Charlwood Street Housing Service Centre

1-2 Charlwood Street, SW1V 2ED

### Queen's Park Housing Service Centre

82 Bruckner Street, Kilburn, W10 4EY

All area service centres are available by appointment only. To arrange a face-to-face meeting, please contact us. We have taken steps to make our area service centres 'COVID-19 Secure' including screening our receptions and resident meeting rooms.

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We are often out and about on estates and visiting street properties. Contact us to find out when we are carrying out inspections in your local area.





# Compliments, complaints and accessing information

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# Compliments, complaints and accessing information

## Complimenting us

We are always delighted to hear good feedback about our service. If you would like to compliment our service or a particular member of staff, please [contact us](#).

## Report it

Our online form is the fastest way to let us know if you experience a problem such as noise, dumped rubbish, missed recycling or rubbish collection, or planning issues. Further information can be found online at [westminster.gov.uk/report-it](http://westminster.gov.uk/report-it)

## Making a complaint

If you would like to make a complaint please visit [westminster.gov.uk/about-council/complaints](http://westminster.gov.uk/about-council/complaints)

## Our complaints procedure

In the first instance if you have any issues which need to be resolved please [contact us](#).

### Stage 1

If we have been unable to resolve an issue to your satisfaction and you want to raise a formal complaint this can be completed online. Please visit [westminster.gov.uk/about-council/complaints](http://westminster.gov.uk/about-council/complaints)

The complaint will be sent to a manager to be reviewed and responded to.

We aim to reply within 10 working days but if we need longer, we will let you know.

### Stage 2

We would expect a manager to have issued a formal stage 1 response to you, before the matter can be escalated to stage 2.

If you are not satisfied with the stage 1 response, you can appeal to the Chief Executive by making a stage 2 complaint. Your complaint will be sent to the Complaints and Customer Manager who will carry out a review of your concern(s).





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When making a stage 2 complaint, please explain why you are dissatisfied and what you expect from the review. We aim to reply within 20 working days but if we need longer, we will let you know.

### Contact information for stage 2 complaints only:

Email: [Stage2complaints@westminster.gov.uk](mailto:Stage2complaints@westminster.gov.uk)

Telephone: 020 7641 1911

Write to the Complaints team:

### Finance and Resources

Westminster City Council, 16th Floor City Hall,  
64 Victoria Street, London SW1E 6QP.

## Complaining to the Local Government Ombudsman

If you're unhappy with the way we have handled your stage 1 and stage 2 complaints, you can contact the [Local Government Ombudsman](#). This is an independent national service that investigate complaints against councils. However, if your complaint was about housing management (tenant or lessee services) then you should contact the [Housing Ombudsman](#). The stage 2 response will indicate which ombudsman you should contact or if in doubt click on the links provided and the ombudsman websites will explain if they can assist.





There are certain types of complaints which may be managed in a different way, these include:

- › Where there is an alternative right of appeal e.g. a planning appeal against a planning decision, School Admissions or exclusion appeals
- › An appeal against a Housing Benefit/ Council tax decision
- › An appeal against the issue of a Penalty Charge Notice (parking ticket) or recovery action taken after the issue of the ticket
- › A matter that has already been heard by a Court or tribunal, including our Benefit Review Panel
- › A matter where we or a customer has started legal proceedings or has taken court action (this does not include cases where the customer has simply threatened legal proceedings against the council)
- › Complaints more than 12 months old i.e. where the issue was known about by the customer but not reported to us within 12 months may not be accepted, unless there is a good reason for the delay
- › Complaints that involve insurance claims against us (although there may be some aspects of the complaint that could be investigated concurrently e.g. an allegation that the service area delayed in sending information about how to make an insurance claim)
- › Complaints about a member of staff that would more properly be dealt with through our disciplinary code or through staff management or performance procedures
- › Complaints from members of staff relating to personnel matters
- › Allegations of fraud or corruption that would more properly be dealt with by our Anti-Fraud procedures or whistle blowing procedure
- › Complaints about Councillors or a co-opted member, as these are dealt with under a separate procedure (please contact the Head of Council, Cabinet and Committee Secretariat, Department of Legal and Democratic Services on 020 7641 3134 for more details)
- › Complaints about one of our policies (please contact your local Ward Councillor or write to the relevant Cabinet Member)
- › Criminal actions.

The above list is a general guide and not exhaustive.

If for any reason we cannot accept a complaint under our procedure, you will be advised of this and be provided with any alternative option that might be available to you.



## Customer Satisfaction

We carry out a number of surveys to make sure you are satisfied with our service and to identify areas for improvement.

This includes a new tenant survey which asks you how well you found our sign up process. You will receive this survey within a month of starting your tenancy.

Other surveys include:

- > A repairs survey after you have had a repair recently completed
- > A major works survey after major works have been recently completed in your area
- > A complaints survey after you have made a complaint
- > An anti-social behaviour survey once your case is closed.

## Access to information

Under Data Protection legislation you have the right to ask to see the information which we hold about you and why it is held.

You also have additional rights that refer to how we hold and use your information. Consequently, under certain circumstances, by law you have the right to:

- > Withdraw consent and the right to object and restrict further processing of your data; however, where legally enforceable this may affect service delivery to you
- > Request to have your data deleted where there is no compelling reason for its continued processing and provided that there are no legitimate grounds for retaining it
- > Request your data to be rectified if it is inaccurate or incomplete
- > Have your data transferred or copied should you move to another authority
- > Not be subject to automated decision-making including profiling.

If you want to see the information we hold about you then you must ask for the information in writing and give your full name and address.

You should send your request to:

### Westminster City Council

Information management team (Information Services),  
64 Victoria Street, London SW1E 6QP.



Where it is appropriate, we will respond directly to requests for access to personal data, we aim to comply as quickly as possible. We will ensure that we deal with requests within 20 working days of receipt, unless there is a reason for delay that is justifiable under Data Protection legislation.

## Data Protection and Information Sharing

The information we hold about you and your tenancy may be shared with the Police or other agencies that are legally entitled to the information to prevent or detect crime, anti-social behaviour or fraud.

We may also share information with a contractor who is employed to carry out housing services on our behalf. This may include the following:

- > Debt collection companies, where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery
- > Repairs, whether emergency, urgent or repairs at our discretion, we may provide tenant's contact details to the agents, contractors or repairers
- > Right to Buy enquiries when we have to provide tenant contact details to the valuers.

A copy of our Data Protection Policy is available on request.

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# Freedom of Information Act 2000

The Freedom of Information (FOI) Act provides a general right of access to recorded information held by public bodies such as us. You can request recorded information that we hold, and unless one of the exemptions in the Act applies, the information will be released, if held. More information on the Act can be found at [westminster.gov.uk/freedom-of-information](http://westminster.gov.uk/freedom-of-information)

We already make a large amount of information available using a number of methods. Before making a request under the FOI Act, it is important to check that the information is not already available to you. Please check our website before proceeding with your request.

If the information you require is not already available, please submit your request in writing including the following information:

- > Your name
- > Your address
- > A description of the information you wish to obtain
- > Any preference of format for receiving the information.

Under the Act we must respond to you within 20 working days. We will consider the request and reply to you in writing advising if we hold the information and either provide the information or advise why we are unable to provide it.

You can make the request in the following ways:

Email: [governance@westminster.gov.uk](mailto:governance@westminster.gov.uk)

In writing to:

### Governance Team

Westminster City Council City Hall,  
64 Victoria Street London, SW1E 6QP

### Housing Single Equality Scheme

We recognise and value the diversity of our residents and staff and seek to eliminate discrimination and promote equality. We have duties under the Equality Act 2010 as an employer, service provider and procurer of goods and services.

The Equality Act introduced nine groups protected by law. These are: age, race, ethnic or national origin, disability, religion or belief, gender, gender reassignment, marriage and civil partnerships, sexual orientation and pregnancy and maternity.

Our equality duties require us to have due regard to the need to:

- > Eliminate unlawful discrimination, harassment and victimisation
- > Advance equality of opportunity
- > Foster good relations.