

Tenants' Charter



Foreword



We believe that everybody deserves a safe, decent and well managed home.

The number of Lambeth residents renting privately has more than doubled over the last 20 years, and more Lambeth residents are private renters than are homeowners or council tenants. Supporting private tenants is an increasingly important priority for us.

The vast majority of private landlords are responsible, and we'll continue to support and actively work with them. However, there are some landlords who are unaware of what they should be doing, and a very small minority who completely flout the rules.

They ignore their legislative requirements and commit housing related crimes, letting out homes in unfit conditions and harassing their tenants. We have wide ranging powers to tackle this kind of behaviour.

We will support private-sector tenants to ensure that their home reaches the standards required by law, with a priority given to those facing the worst conditions and standards. As this charter is launched, we are also increasing the size of our enforcement team and strengthening our capacity for inspecting and regulating homes.

We know that many tenants are unaware of their rights. This charter clearly sets out what they are

and Lambeth's powers to intervene where we can. At the time of writing, October 2020, the country is in the midst of the Covid-19 epidemic, and temporary changes to housing law have been put in place; it's more important than ever that tenants keep themselves informed, and the council has an important role in raising awareness and providing advice.

What we can do as a local authority is constrained by the existing legal framework. We will continue to lobby government on our private tenants' behalf to change the rules, improving the quality and security for private renters.

Finally, we are supporting new development in Lambeth to give more and better choices, including a range of affordable housing options and purpose built-to-rent developments with longer tenancies and good management.

Councillor Jenny Brathwaite

Deputy Leader (Housing and Homelessness)

Finding your new home



Are you a lodger?

You are a lodger if:

- your landlord lives in the same flat or house as you
- shares a bathroom, kitchen or living room with you.

You are not a lodger if:

- your landlord moved in after you first moved in; or
- your landlord keeps a room for themselves but does not live there.

Because a lodger is sharing their landlord's home, the rules are different, so some parts of this Tenants' Charter will not apply to you.

It is always against the law for your landlord to intimidate or harass you – even if you are a lodger. Your landlord is not allowed to touch or throw your possessions out. In an emergency, call the police on 999.

For further advice, please see Shelter's information for lodgers.

Property information

When you have found a home, you should ask the landlord or letting agency the following questions:

- when is the home available?
- what is the rent and how often do I have to pay it?
- how much is the deposit?
- are any others bills included in the rent, for example: water bills, energy bills, Council Tax?
- is the landlord or letting agent trying to charge any additional fees?
- is anyone else living in the property?
- are any facilities shared and with whom?
- what kind of tenancy is this?
- are children, smoking, pets or bicycles allowed?
- does the letting agent belong to a client money protection scheme?
- who to contact about repairs and other issues?

You should also ask for a copy of:

- any proposed tenancy agreement
- the most recent landlords gas safety certificate, a record of electrical inspections, the Energy Performance Certificate and if applicable the landlord's licence.

Check if the landlord or agent have been convicted of a housing offence.

Finding your new home

Permission to rent

Before handing over any money, you should confirm that they are the owner, and not scamming you.

Scams

You should be careful about scams. Always make sure that anyone claiming to be a landlord or an agent is genuine. For example, when would-be tenants are tricked into paying an upfront fee to rent a property that in reality does not exist, or has already been rented out, or has been rented to multiple victims at the same time. There are also cases of people renting out properties that they have no connection to.

If you are renting on an estate or in a former council or housing association flat, please confirm that your landlord owns the property rather than rents it. It is against the law for a tenant to rent out a council

or housing association flat. Council or housing association tenants who sublet their flat can face a fine, an Unlawful Profit Order or up to two-years in prison. If you are renting someone else's council or housing association flat, there is also a high risk that your landlord will be evicted, leaving you homeless and unable to recover rent you have paid.

You can check who owns any property and who is their mortgage provider for just £3 at the Land Registry.

Read more about rental fraud.

Does your landlord have permission from their lender?

If your landlord is breaking the terms of their mortgage agreement by letting out their property as a House in Multiple Occupation without permission, they may be at risk of having it repossessed by the mortgage lender. This could make your tenancy less secure.

Should your landlord have a House in Multiple Occupation (HMO) licence?

If you live in a privately-owned shared flat, building converted into flats or bedsits, a shared house, or rent a room in a house – with five or more unrelated people sharing a toilet, bathroom or kitchen – then

your landlord must have a HMO licence from the council. Note: There are certain exemptions to these rules and if in doubt seek advice.

The council publishes a register of licensed HMO properties in the borough.

Licences ensure that landlords meet basic standards, including:

- your home is not managed or run by any person or organisation with certain criminal convictions or landlord sanctions
- your bedroom is a reasonable size
- your home has enough bathrooms and kitchen facilities
- your home is managed properly, e.g. maintained, common parts are kept clean, waste removal arrangements
- your home has fire safety precautions;
- you have a written tenancy agreement;

There are consequences for your landlord should they not have any required licence; and you could apply for up to one year's rent to be returned to you by the landlord through a Rent Repayment Order. The council can offer advice on this and some private companies and charities that will assist tenants too (although some may charge a fee for doing so).

Finding your new home

Tenancy agreement

If you are a lodger, the information in this section does not apply to you.

You should have a written tenancy agreement. This must be clear, understandable and fair.

An assured shorthold tenancy will provide you with the most rights and protections. A landlord should not normally be using a licence as an alternative to an assured shorthold tenancy unless they also live in the property.

Any good landlord will give you a written tenancy agreement so that you are both clear about the nature of any legally binding agreement. It is hard to trust a landlord who will not give you a written tenancy agreement.

If your landlord will not give you a written agreement, the law says that they must give you certain information in writing within 28 days of asking:

- the date your tenancy started
- the rent and when it is to be paid
- any provision for rent increases
- the length of your agreement.

Your landlord must give you their name and contact address. If your landlord does not provide you in writing with their name and an address in England or Wales where you could send them notices writing within 21 days, the law says that you do not have to pay rent. However, as soon as an address is provided, backdated rent then becomes due from the start of the tenancy.

If there is a change of landlord, the new landlord must provide you with her/his name and address in writing within two months after the transfer. If not, the previous landlord will remain liable for any breach of the tenancy agreement until either s/he or the new landlord provides the tenant with the new landlord's name and address.

Find out how to find your landlord.

For more information, please see:

- Government model tenancy agreement and guidance
- Shelter information on types of renting agreements
- Citizens Advice on whether the tenancy agreement is fair.



Finding your new home

Deposit protection

If you are a lodger, some of the information in this section does not apply to you.

Most private landlords ask new tenants to pay a tenancy deposit to cover damage or unpaid rent. You pay this deposit to give your landlord protection in case you leave without paying the rent or cause damage to the property or its contents and protect you by ensuring at the end of your tenancy that the deposit is returned to you.

Deposits must be less than the equivalent of five weeks rent.

Your landlord must protect your deposit with one of three schemes, and provide you with proof, within 30 days of taking your deposit money.

The three deposit schemes are:

- 1 DPS
- 2 TDS
- 3 MyDeposits

Your landlord must give you proof, in writing, that the deposit is protected, including:

- the amount of deposit paid and the property address it relates to
- contact details of your landlord or agent and deposit protection scheme used
- scheme leaflet explaining the rules
- how to get your deposit back and when deductions can be made
- what happens if you can't agree or if your landlord or agent doesn't respond.

Your landlord faces penalties if they don't protect your deposit, including compensatory payment of between 1 and 3 times the amount of your deposit and/or not allowing the landlord to give you notice to leave in the normal way.

For further advice on deposit protection rules, please see:

- Shelter's advice on deposit protection rules
- MyDeposit tenant deposit guides
- TDS deposit protection guides

Inventory

Always agree an inventory with the agent or landlord when you move in. An inventory should describe everything that is provided with the accommodation, and details about the condition that the accommodation is in. It should be signed by you and the agent. Do not agree an inventory that says something is in good condition when it is not.

If your landlord won't do an inventory, make one yourself. It is a good idea to take dated photographs and videos of any damage or wear and tear on the day you move in – that way you have proof if later the landlord claims that you caused the damage.

For further advice about inventories, please see:

- Shelter advice on how to check and agree an inventory
- TDS guide to check in and out reports, inventories and schedules of conditions
- RLA deposit protection information

Finding your new home

Letting agency fees

Most tenant fees charged by landlords and agents are now banned. This ban applies to both landlords and agents, including online property portals. The ban applies to most private tenancies, including assured shorthold tenancies, student housing and lodger agreements.

Before you move in, you can only be asked to pay:

- a holding deposit equivalent to no more than a week's rent, and with clear rules about how you get it back
- a tenancy deposit; or
- rent in advance.

You can only be charged for:

- rent, at the amount agreed in your tenancy agreement

- late payment of rent if your tenancy agreement specifies a charge. You can't be charged more than 3 per cent APR above the Bank of England base rate
- lost keys or fobs if specified in your tenancy agreement. You can only be charged the reasonable costs of a replacement
- ending your tenancy early – and no more than what it costs the landlord or agent
- changing or assigning your tenancy – and no more than £50, unless they can prove it cost them more.

Any other fees, including fees for references, credit checks, check-in, and administration are banned. If you have paid a banned fee to your landlord they can't evict you using a section 21 notice until the money is repaid.

Letting agents must prominently display a list of their fees on their website and at each of their offices.

What if a landlord or agent charges you an unlawful fee?

If your landlord or agent charges you an unlawful fee, please try to keep evidence and report them to Lambeth Council.

Ask whether your letting agent belongs to a client money protection scheme. These schemes protect any money you pay to the agent as deposit and rent – even if the agent closes down. Client money protection schemes include:

- Royal Institute of Chartered Surveyors (RICS)
- Safe Agent
- ARLA Propertymark
- UKALA

Get further information about your rights when dealing with letting agents.



Finding your new home

Information for the tenant

If you are a lodger, the information in this section does not apply to you.

At the start of your tenancy and whenever you renew the tenancy, the landlord or letting agent must give you:

- an electrical installation condition report, and have rectified any deficiencies (unless they are only recommendations)
- a gas safety certificate if your home has gas appliances
- an energy performance certificate unless the property is a house in multiple occupation. Properties let on tenancies entered into after 1 April 2018 must have a rating of at least 'E' (unless a valid exemption applies)
- deposit documentation. If you have provided a deposit, the landlord must protect it in a government approved scheme within 30-days

and provide you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later

- a copy of the government's how to rent guide

If your landlord does not give you any of these when your tenancy is started or renewed, they are not allowed to give you Notice Requiring Possession under section 21 Housing Act 1988. This means it is much harder for a landlord to evict you.



A decent home



You have a right to a home that is fit for human habitation before you start your occupation and that your home is kept that way. This doesn't cover wear and tear and any damage caused by your occupation. This was brought into force under the Homes (Fitness for Human Habitation) Act 2018. In reality this means your home must be free of serious hazards that might affect your health and safety, which is assessed using the Housing, Health and Safety Rating System (HHSRS).

This covers:

- inadequate heating
- insufficient hot water
- bad ventilation
- bedrooms that are too small
- bedrooms without natural light
- damp and mould
- dangerous electrics or gas
- fire risks
- rats, mice or other pests
- structural or internal disrepair
- broken locks or windows
- unhygienic toilets, bathrooms or kitchens.

Your landlord is also responsible for repairs to the exterior and structure of your home. This applies to all Assured Shorthold Tenancies and includes:

- walls
- stairs and bannisters
- roof
- external doors
- windows
- sinks, baths, toilets and other sanitary fittings, including pipes and drains
- heating and hot water
- chimneys and ventilation
- electrical wiring.

Most landlords want to know as soon as something needs fixing and want to fix things as promptly. Always tell your landlord when something needs repairing.

When you ask your landlord to make repairs, you must ask in writing – even if that is an email or text – and keep a copy.

If your landlord needs to get into the property to inspect it and do repairs, they should give you at least 24-hours written notice and arrange a suitable time to visit (unless there's an emergency).

You must allow them at least 14 days to let you know what they are going to do about the problems. If they don't respond or their response isn't satisfactory then it's time to contact the council using the online reporting form.

A decent home

The council will assess the issues found and if they present an unreasonable risk to health and safety then the council will take action to remedy those issues. Following the process of notifying your landlord in this way before contacting the council helps prevent a revenge eviction.

What you can do if your home is unfit to live in?

You can take court action if you think your home is unfit to live in. The court could order your landlord to:

- carry out any work needed
- pay you compensation.

If your landlord is a Registered Social Landlord, such as a Housing Association, there is a simpler, less costly, and less risky route than court action. Once you have submitted a formal complaint to

your landlord, you can complain to the Housing Ombudsman if you believe that your home falls below minimum legal standards.

If you think the conditions are putting your health or safety at risk and your landlord is not a Registered Social Landlord, the council can assess whether your home is safe and take action if it is not. If you show us that the conditions present an immediate risk to your safety or your health, we will arrange to inspect your home.

Most landlords want to know as soon as something needs fixing and want to fix things as promptly. Always tell your landlord when something needs repairing.

When you ask your landlord to make repairs, you must ask in writing – even if that is an email or text – and keep a copy.

If your landlord needs to get into the property to inspect it and do repairs, they should give you at least 24-hours written notice and arrange a suitable time to visit (unless there's an emergency).

You must allow them at least 14 days to let you know what they are going to do about the problems. If they don't respond or their response isn't satisfactory then it's time to contact the council using the online reporting form.

The council will assess the issues found and if they present an unreasonable risk to health and safety then the council will take action to remedy those issues. Following the process of notifying your landlord in this way before contacting the council helps prevent a revenge eviction.

Read more about responsibilities for repair.

Gas safety

Your landlord must arrange for a gas safety check to be carried out every 12 months by a Gas Safe registered engineer. They must keep a record of the safety check for 2 years and issue a copy to each existing tenant within 28 days of the check being completed and issue a copy to any new tenants before they move in.

Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.

If you smell gas, think you have a gas leak, or are worried that fumes containing carbon monoxide are escaping from a gas appliance, call the free Gas Emergency Services emergency line immediately – **0800 111 999**.

A decent home

Alarms

At the start of your tenancy

All private landlords must make sure that working smoke alarms are fitted on each floor of their rented properties. If you have a coal or wood fire in your rented home, your landlord must also fit a carbon monoxide detector. If you live in a block of flats or in a House in Multiple Occupation a higher level of smoke or heat detection is often required. If in doubt check. Your landlord must ensure that the alarms provided are in working order at the start of any new tenancy.

Once you have moved in

Regularly test your smoke alarms and carbon monoxide detectors – at least once a month. If an alarm stops working, first check if it needs new batteries and if not contact the landlord to arrange a replacement alarm to be fitted.

If your landlord has not fitted alarms, you could ask your landlord to install them. Where mains powered detectors and alarms are not required, a 10-year lithium battery powered smoke alarm should be used. You should ask in writing and keep a copy – it's best to use either an email or a letter. Ask politely. Most landlords will want to help.

If your landlord will not fit alarms, contact the council.

Electrical safety

Your landlord must arrange for an electrical installation condition report, usually no less than every 5 years, before your tenancy starts (or by 1 April 2021 for existing tenancies). Any works or further investigation required must be carried out by the landlord within 28 days (unless they are only recommendations).

The wiring and any electrical items supplied with your home must be safe. This doesn't cover electrical items provided by you.

Your landlord should arrange regular basic safety checks for the electrics and appliances such as cookers, washing machines and fridges. Electrical appliances that have been checked by an electrician should have a PAT (portable appliance test) sticker on the plug. This shows the date it was tested.

For more details, please see:

- Electrical Safety First guide to staying safe in your rented home
- Shelter advice on electrical safety in rented homes



A decent home

Damp and mould

Your home should be free from damp and mould problems. Most homes in the UK will get small isolated patches of mould spots during the winter. It is very important that you try to stop damp problems getting so bad that they damage your health. Severe mould growth can be a health problem for people with asthma and other chest problems.

Stage 1: Stop mould from becoming a problem

Condensation is the most common form of damp in rented properties. Condensation appears when moisture in the air comes into contact with a cold surface, such as a window or a cold wall. Mould can then grow on damp walls and window frames.

There are many things you can and should do to help:

- keep a lid on pans when cooking
- use extractor fans provided
- dry clothes outdoors if possible
- keep the door closed and window open when drying clothes indoors
- keep your home properly and evenly heated. Regular heating keeps the walls and other surfaces warm and reduces the risk of condensation
- don't try to brush or vacuum mould. This releases it into the air and could make breathing problems worse
- treat mould growth to remove it and stop it getting worse. Use a fungicidal wash, available from DIY shops or supermarkets.

For more information please see:

- Shelter advice on damp and mould in rented homes
- MyDeposits guide to understanding damp and mould

Stage 2: Ask your landlord for help

If you follow the advice in stage 1 and that does not solve the problem, ask your landlord to help. You should ask in writing – it's best to use an email, a

text or a letter – and then keep a copy. Tell your landlord what the problem is and where it is. Explain what you have done to try to solve the problem if you can. Ask politely. Most landlords will want to help.

You may find it useful to use Shelter's how to report repairs to a private landlord template letter

The law says that your landlord must fix damp caused by problems such as:

- a leaking roof, gutter or cracked wall
- leaking pipes
- rotten window frames
- broken heaters
- damp-proofing that is old or defective - this is often the cause of damp on ground-floor and basement flats.

Your landlord should do something to improve the situation even if your tenancy agreement doesn't say anything about their responsibility for conditions in your home. For example, your landlord could:

- provide a de-humidifier
- install ventilation; or
- improve the insulation of your home.

A decent home

Stage 3: Get help

If you have written to your landlord telling them about the problem and they have not done anything, you need further help.

It may be possible to take legal action against your landlord to force them to carry out repairs or to compensate you.

If you think the conditions are putting your health at risk, you can report a disrepair to the council, who can assess whether your home is safe and take action if it is not.

After inspecting your home, we will take action. The action we take will depend on the kind of problem you have, but if we find conditions that are a risk to your health, it is likely that we will issue a formal notice to the landlord.

Most landlords want to know as soon as something needs fixing and want to fix things as promptly. Always tell your landlord when something needs repairing.

When you ask your landlord to make repairs, you must ask in writing – even if that is an email or text – and keep a copy.

If your landlord needs to get into the property to inspect it and do repairs, they should give you at least 24-hours written notice and arrange a suitable time to visit (unless there's an emergency).

You must allow them at least 14 days to let you know what they are going to do about the problems. If they don't respond or their response isn't satisfactory then it's time to contact the council using the online reporting form.

The council will assess the issues found and if they present an unreasonable risk to health and safety then the council will take action to remedy those issues. Following the process of notifying your landlord in this way before contacting the council helps prevent a revenge eviction.



A decent home

Repair

If you are a lodger, living in temporary accommodation or have a licence agreement rather than a tenancy, the information in this section does not apply to you.

Freeholder responsibilities

If you live in a block of flats, your landlord is responsible for carrying out repairs and maintenance in your flat, but the freeholder is responsible for the lifts, communal areas, the overall safety of the building and sometimes for managing the estate too.

Almost all flats are owned on a leasehold basis – a kind of long-term rental agreement. The freeholder owns the block itself. In some cases, freeholders are housing associations or the council's Housing Department – for example if you are renting an ex-council flat.

Sometimes the leaseholders can own a proportion of the freehold. Sometimes a freeholder appoints a block management company to oversee the day to day management of the block.

You can check who owns any property and who is their mortgage provider for just £3 at the Land Registry.

Although a lot of the issues between leaseholders and freeholders are not matters that the council can help with, the council can assess the safety of the common parts of blocks and where necessary require the freeholder to carry out repairs. An example of this would be making sure external cladding on privately-owned blocks are safe. Even when the council gets involved in common part issues of blocks of flats it is likely that the freeholder will look to the leaseholders to fund the works.

Further advice and information can be found on the governments guide to leasehold property.

Revenge evictions (also known as retaliatory evictions)

Sadly, some landlords start legal action to evict their tenants if they ask for repairs. This is called retaliatory or revenge evictions. The government have put in place measures to try and stop this happening under the Deregulation Act 2015 and

if you follow a certain process you can get certain protections from this type of action by:

- reporting your concerns to your landlord or managing in writing
- giving your landlord or managing agent 14 days to respond
- informing the council, if they don't respond or their response doesn't address your worries.

If as a result of the council's involvement we take action in the form of a notice requiring works, then the landlord cannot evict you using section 21 eviction powers.

If your tenancy started or was renewed on or after 1 October 2015, you have some legal protection from eviction after reporting repairs. Get advice on revenge evictions if you reported repairs and your landlord has told you to leave – or if you are worried they might.

If your landlord seeks to evict you without taking legal proceedings, they may be committing a criminal offence.

A decent home

Pests

Any home can have a problem with pests or vermin, no matter how clean your home is, but you can reduce the chances of infestation, by:

- not leaving food or rubbish lying around
- keep your garden tidy
- asking your landlord to block up any holes in the brickwork, roof, skirting boards and floorboards to prevent pests getting into your home.

Your landlord is responsible for dealing with infestations of pests and vermin if:

- pests can get in because of disrepair such as a hole in the wall or badly fitted pipes; or
- you live in a furnished home and the pests were there before your tenancy started.

If you think your landlord is responsible, report the problem to them as soon as possible. Make it clear why you think they are responsible. Allow your landlord reasonable time to do the work once you have reported the problem. They should:

- pay for pest control specialists
- fix any holes in the wall or floor that allow rats, mice or other pests to enter
- fix any problems the pests have caused, such as damage to electrical wiring, pipes or brickwork that have been chewed through.

If they won't sort it out, report it to the council. If the infestation is a serious risk to your health or safety, the council can:

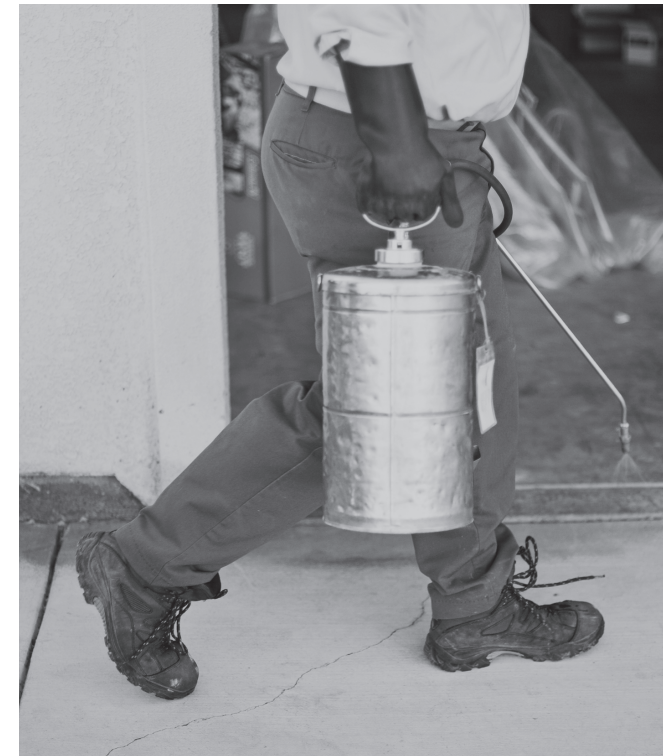
- get rid of the pests and charge you or your landlord for the work
- serve a notice ordering your landlord to deal with the problem
- warn your landlord that they are aware of a problem
- advise you of the best way to deal with the problem.

You may also be able to take your landlord to court and obtain a court order:

- requiring them to remove the pests
- pay you compensation.

If the problem is coming from a neighbour's home:

- ask your neighbour to deal with pests
- report the problem to their landlord or freeholder, if they rent their home too
- report it to the council.



A decent home

Your responsibilities

You should give your landlord access to the property to inspect it or carry out repairs. Your landlord has to give you at least 24 hours' notice and visit at a reasonable time of day, unless it's an emergency and they need immediate access.

Coronavirus has not changed these rules, so you should work with your landlord to make sure that any visits are for an urgent reason (for example, you do not have hot water, heating or toilet facilities). Follow NHS guidelines if the visit must happen. You can read the coronavirus and renting guidance for tenants and landlords.

You must also:

- take good care of the property, for example turn off the water at the mains if you're away in cold weather
- not block flues or vents
- use the heating and hot water system correctly;
- keep it clean
- carry out minor maintenance tasks expected of you, such as renewing sealant, replacing smoke alarm batteries, etc.
- pay the agreed rent, even if repairs are needed or you're in dispute with your landlord
- pay other charges as agreed with the landlord, for example Council Tax or utility bills
- repair or pay for any damage caused by you, your family or friends
- only sublet a property if the tenancy agreement or your landlord agrees
- continue to pay rent to the best of your ability and speak to your landlord if you cannot.

Your landlord has the right to take legal action to evict you if you do not meet your responsibilities.

Every occupier of the HMO must:

- conduct themselves in a way that will not hinder or frustrate the property manager's duties
- allow the manager entry at all reasonable times

- provide the manager reasonably required information
- take reasonable care to avoid causing damage;
- hygienically store and dispose of waste as required by the manager
- comply with the manager's reasonable requests for prevention of fire, protection of safe means of escape and use of fire equipment.



A decent home



Councils Powers

The council has a range of powers available to help make properties safe and healthy. The main powers are contained in the Housing Act 2004. The main powers are outlined below:

Improvement Notice – this identifies the issues and sets out the works needed and requires the responsible party to complete these in a reasonable time frame. For example, requiring a boiler and radiators to be installed where a home lacks proper heating.

This can be appealed to the First Tier Tribunal (a type of court). If it is appealed the notice can be changed, kept the same or dismissed. If it is kept the same or changed by the FTT, then the notice doesn't take effect until the FTT agree this.

Failure to comply with the notice is an offence which the council can prosecute for or issue a civil penalty. The council can also do the works the responsible party was supposed to do and charge them for it.

Prohibition Order – this is an order that either restricts or prohibits part or all of the home. This sets out why the order is necessary and the works (if any) that need to be done to remove the order. An example would be stopping a top floor in a

house from being used because the stairs leading up to it are dangerous.

This can be appealed to the First Tier Tribunal (a type of court). If it is appealed the order can be changed, kept the same or dismissed. If it is kept the same or changed by the FTT, then the order doesn't take effect until the FTT agree this.

Failure to comply (by anyone, e.g. the occupants and and/or the landlord) with the order is an offence which the council can prosecute.

Emergency Powers – where there is an imminent risk to health and safety, we have the power to order a property be prohibited or restricted in its use immediately or we can immediately do works to deal with the imminent risk and then claim the cost of the works back from the responsible party. This can be appealed to the First Tier Tribunal (a type of court).

Failure to comply with an order restricting or prohibiting use (by anyone, e.g. the occupants and and/or the landlord) with the order is an offence which the council can prosecute.

Fair treatment



The 'Right to Rent' immigration check

Landlord and letting agents must check the immigration status of any prospective tenant other adults who will be living with the tenant by asking for original documents showing that prospective tenants:

- are a British citizen, or
- are a citizen of a country in the EU or EEA, or
- are a citizen of another country but you have no time limits on your permission to live in the UK (indefinite leave to remain, for example), or
- have a time limit on your permission to stay in the UK, for example, a study or work visa, or you are a partner of someone settled in the UK, or you have humanitarian protection, limited leave or discretionary leave to remain.

Landlords and agents must take a copy of your documents – but they are not allowed to keep them. This is against the law.

Landlords and agents cannot discriminate in applying these rules – see the government's right to rent landlord's code of practice. This means that they must check everyone's documents, not just those of people who might look like new migrants.

If you believe that you have been discriminated against as a result of a 'Right to Rent' check, you can find guidance about challenging it.

For further information about 'Right to Rent', please see:

- Shelter information on right to rent immigration checks
- CIH information on migrants rights

Fair treatment

No discrimination

It is against the law to treat somebody less favourably just because of their:

- age
- being or becoming a transsexual person
- being married or in a civil partnership
- being pregnant or on maternity leave
- disability
- race including colour, nationality, ethnic or national origin
- religion, belief or lack of religion/belief
- gender (whether they are male or female)
- sexual orientation.

For further information on discrimination, please see:

- Government advice on discrimination in the provision of goods and services and public functions
- Equality Advisory Support Service (EASS)

- Citizens Advice on taking action about discrimination in housing
- CIH help on challenging discrimination in housing

Take action

If you believe that you have been discriminated against you should:

- ask for any decisions to be in writing
- get the names and job titles of the people involved
- make a careful, detailed record of what has happened – including what was said, by whom, with dates and times. Think about why you have been discriminated against and on what grounds, for example, was there another person of a different nationality who was treated more favourably?

Step 1: Informal action

If you feel that you can, talk to the landlord or estate agent informally about your complaint. They may want to put things right.

Step 2: Formal action

If the complaint isn't resolved, you can make a formal complaint. If the person discriminating against you is an agent, follow their complaints procedure. If there isn't a complaints procedure, go to step 3 below.

If the person discriminating against you is a landlord, put the complaint in writing, tell them what you want them to do, and give them 21 days to respond.

You may also be able to take legal action against the landlord or agent. You may be able to get legal help from a solicitor through Civil Legal Advice (CLA) or a solicitor. You should emphasise that your complaint is about discrimination (not primarily about housing) as you may then be able to get free advice.

Step 3: Complaining to a member organisation or ombudsman

If formal action fails (step 2 above) and your complaint is about a landlord who is a member, you can complain to the National Residential Landlords Association.

If your complaint is about an estate or letting agent, you can complain to:

- The Property Ombudsman
- The Property Redress Scheme
- Ombudsman Services Property
- If the estate agent is a member, you can also complain to: National Association of Estate Agents or the Association of Residential Letting Agents.

Fair treatment

Report hate crime

Crimes committed against someone because of their disability, gender identity, race, religion or belief, or sexual orientation are hate crimes and should be reported to the police.

Hate crimes can include:

- threatening behaviour
- assault
- robbery
- damage to property
- inciting others to commit hate crimes, or
- harassment.

It's your home

If you are a lodger, the information in this section does not apply to you.

It's your home. Your landlord or agent must not disturb or harass you. Your landlord can only visit when it is convenient for you unless it's an emergency.

If your landlord is harassing you or trying to force you out without going to court first, get advice.

Landlords must let you live in the home you rent without unnecessary interference. For as long as you live there, it is your home. That means you have a right to say who comes in and who does not.

You have a responsibility as a tenant to give reasonable access to your landlord when there is something that needs repairing. You should always be reasonable and polite to your landlord in the same way that you can expect of them.

Your landlord should give you at least 24 hours' notice in writing if they plan to come to your home – unless it's an emergency.

Your landlord should never let themselves into your home without your permission. This is also true

if you rent a room in a house or flat, though the landlord may have a right of access to the common parts in order to clean and maintain them.

Your landlord (or anyone employed by them, such as an agent) should not harass you in your home or make it difficult for you to stay there. For further information on what constitutes harassment and what you can do about it, visit the Shelter website.

The Protection from Harassment Act 1997 applies to landlords and tenants as much as to anybody else. This law makes it a criminal offence for any person to repeatedly (on at least two occasions, or on one occasion to each of two or more people) harass another person. Harassing someone includes threats of violence or other unacceptable behaviours that deliberately causes alarm or distress. This might include 'stalking' such as following, watching or spying on a tenant, or repeatedly arriving unexpectedly or at unreasonable hours. If your landlord is harassing you, you should report the matter to the police. If your landlord threatens you with violence, you should always call 999 and report them immediately.

Fair treatment



Rent increases

Your landlord can't increase the rent during a fixed-term tenancy unless:

- there is a clause in your agreement that says when and how the rent can be increased. The clause must be fair and understandable, or
- you agree to the increase.

Your landlord can give you one month's notice of a rent increase if the fixed term has ended.

For further help, please see Shelter's information on rent increases.

Financial Help

If you are struggling to pay your rent or you are at risk of becoming homeless please contact the council's Housing Advice Service.

If you are struggling with debt, then you might be able to get some advice from the National Debtline Service.

A 'fixed-term' or a 'periodic' tenancy?

When you agree a tenancy, the agreement is usually for a fixed 'term'. Often this term is the first six months, year, or three years of the agreement. After the fixed-term ends, your tenancy does not end. Instead, it automatically becomes 'periodic' – it continues, rolling on from period to period. The length of that period is either a month or a week, depending on whether you are due to pay rent monthly or weekly.

Sometimes there is no fixed-term – you and the landlord just agree from the start that you will rent for an indefinite period, from month to month or week to week.

If your tenancy is periodic from the beginning of the tenancy, your landlord is generally unable to evict you during the first six months. Even if your tenancy has become periodic, your landlord cannot end it without serving formal legal notice. Read Shelter's information on tenancies.

If you are having difficulties paying the rent, get help as quickly as you can from one of the agencies signed up to the charter. You may well be entitled to housing benefit to help with the rent. You can claim housing benefit on the council website.

Fair treatment

Complaints

Agents must be registered with an independent organisation for dealing with complaints. The logo of the complaints redress scheme they belong to must be displayed.

Making a complaint about your letting agent

If your agent does not treat you fairly and with respect, you can complain to their 'redress scheme'. The redress scheme can investigate your complaint and order the agent to change their behaviour or pay you compensation. If the agent does not do what they say, they can disqualify the agent – which makes it illegal for them to trade.

Two organisations investigate complaints against lettings agents, and your agent can decide which scheme to join:

- 1 TPOS
- 2 PRS

Every letting agent must belong to one of these complaints redress schemes. The agent must display clearly which scheme it belongs to.

The council can fine agents up to £5,000 for not belonging to one of these schemes, or for not displaying which scheme they belong to, or for falsely displaying membership of a scheme which they do not belong to.

For further information about your rights when dealing with letting agents, please see:

- Shelter information on letting agent fees for tenants
- Citizens Advice Bureau renting from a letting agency advice

Take action

The council can fine agents £5,000 if they do not properly display their membership of a redress scheme. If your agent is not displaying a logo, or if you discover they are displaying a logo of a scheme do not belong to, please report this to the council.



Leaving

Eviction

If you are a lodger, the information in this section does not apply to you.

Landlords must follow a strict legal process if they want you to move out – and that process takes time. If your landlord or agent wants you to move out, get immediate advice.

The best way to prevent your landlord asking you to leave is to be a good tenant, look after your home, be considerate to neighbours, don't take in a lodger and pay the rent on time. You might need to unblock a sink, change lightbulbs and clean windows. Simple day-to-day jobs are your responsibility, not your landlord's.

Your landlord or their agent can never harass you or threaten you with violence. A landlord can never evict their tenant – only a court can do that.

The law allows a landlord or their agent to ask a tenant to leave by serving the correct legal form of notice, i.e.:

- **a section 21 notice** of at least two months' duration – when the fixed term tenancy period has ended and the landlord does not have to give a reason for eviction, or
- **a section 8 notice** of at least two weeks' notice (and sometimes more) – at any time during the tenancy, but only for a limited number of legally allowable reasons - for example rent arrears or antisocial behaviour.

Your landlord can issue both types of eviction notice at the same time. After any notice has expired, if the tenant does not leave, the landlord can ask a court to order the tenant to leave. After this, the court can appoint bailiffs to evict a tenant.

If your landlord has to go to Court to evict you, they can ask the Court to order you to pay the costs. This is likely to be hundreds of pounds.

Cambridge House, a local charity, offer Safer Renting, an established service providing direct specialist advice and support for tenants and victims of landlords.

During the COVID pandemic, different rules apply to evictions. These rules are changing frequently, so please refer to Shelter guidance for the latest, most up-to-date advice.

Voluntarily ending your tenancy

Unless you have a break clause in your agreement, if you request to end your tenancy early your landlord or letting agent may ask you to pay compensation. They cannot be unreasonable or attempt to charge prohibited fees on top of reasonable compensation.

A break clause is a term in the tenancy agreement that gives the landlord and/or tenant the right to end a fixed term tenancy before the expiry of the fixed term period.

You don't need to give notice to say you'll be leaving on the last day of your fixed term, unless your tenancy agreement says you must. But it's best to give your landlord notice to avoid problems.

It is advised to give your landlord or agent written notice either via a letter or email. Other than reasonable wear and tear you should return the property in the same condition you received it, or you are likely to lose some or all of your deposit.

Leaving

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant deposit protection scheme.

Do not leave bills unpaid. This might have an impact on your references and credit rating.

Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind. The landlord also has the right to charge you the cost of storage.

