



Simple Lets

BOROUGH OF BROXBOURNE



Good Tenants Guide



Introduction

This booklet is for all people that are being assisted into a rented property by Broxbourne Council's Simple Lets scheme

The success of the Simple Lets scheme relies on a good relationship between the Council, tenants and landlords; therefore this guide will provide you with information and guidance needed to help make sure that your move and ongoing tenancy are as successful as possible.

When assisted by Broxbourne Council's Simple Lets it is essential that you understand what your responsibilities are to enable you to maintain your tenancy.

We hope that you will be very happy in your new home and that the information provided will help you to manage your tenancy successfully.



Section 1 – MOVING IN



Your tenancy agreement

Before you move into your property the Council will provide a written tenancy agreement which you and the landlord must sign. This will be an Assured Shorthold Tenancy which means that you can stay in the property for the length of time stated in the agreement (usually six or 12 months, after which time you may be able to remain as a periodic tenant). Tenancy agreements vary but may include clauses that limit what you can do while living in the property; for instance you may have to ask permission from the landlord if you wish to redecorate, or you may not be able to have pets at the property.

Make sure that you read the agreement carefully and that you understand all of the obligations and responsibilities that apply to you. If you do not keep to the tenancy agreement your landlord may ask you to leave which could also have a negative impact on any future housing help the Council will provide (see section on becoming Intentionally homeless).

If after the initial fixed term of the tenancy you remain in the property you become a periodic tenant. This means that if no new agreement is signed your tenancy effectively runs on a month to month basis. Even on a periodic tenancy your landlord still needs to give you two months notice if they want you to leave.

Listed below are some of the key points regarding Assured Shorthold Tenancies that you need to be aware of and which cannot be altered:

- Neither the landlord nor any of their representatives can enter your home without permission, except in an emergency.
- The landlord must make sure that the property meets certain basic standards and should carry out repairs within a reasonable amount of time.
- The landlord must follow the correct legal procedure if they wish you to leave the property

Deposit

Your landlord will probably ask for a deposit before you move in as security in case you damage the property or fail to pay the rent. Your landlord will also ask for one month rent in advance in addition to a deposit.

Once accepted on to the Councils Simple Lets scheme, we will lend you the deposit and rent in advance (when the tenant is in receipt of full housing benefit) to enable you to secure a property with a private landlord.

This is used to prevent the threat of homelessness and in some cases to enable the Council to discharge its duty to those who have made a Homeless Application under Part VII of the Housing Act 1996.

The money is paid directly to the landlord, who must protect the deposit in one of three Government authorised Tenancy Deposit Schemes within 14 days of the start of your tenancy. If your landlord fails to do this they may face financial penalties and it may restrict their ability to terminate the tenancy.

The money the Council pays to your landlord is in the form of a loan to yourself. The deposit is repaid at a minimum of £20 per month by Standing Order if possible and the rent in advance is returned to the Council directly from the housing benefit section (once your claim has been processed). If you are working and not entitled to full housing benefit the Council may also lend you the rent in advance. In this case the Council would expect a higher repayment amount than £20 per month but will not expect a tenant to be placed under financial strain as a result of this.

It is very important that you keep to the payment arrangements. If you do not, your Housing Register application will be placed on a deferred status which means you will be unable to bid via Choice Based Lettings and will not accrue time based points.

Paying the loan back to the Council

How to set up a Standing Order

Paying your private rented assistance loan (PRAS) and other bills that you pay regularly by standing order will save you time, make life much easier and may even be cheaper. Standing Orders are customers' instructions to their bank to pay a set amount, to a named person or organisation to pay a bill, at regular intervals (say on the 1st of the month) – either for a specific period of time or until cancelled.

Step 1 - Gather the Standing Order details

You will be able to find your loan reference number on the first correspondence that you receive from Broxbourne Council confirming your loan details.

Paying your loan by standing order will give you the ability to manage your repayments to leave your bank on the day that you choose.

Step 2 - Complete the Standing Order Instruction

You will need to provide the following information to complete your Standing Order Instruction:

- your name and address
- name and address of your bank or building society
- your bank or building society account number
- the branch sort code of your bank or building society (see your cheque book)
- the name(s) on the account.
- Your loan deposit invoice number

Step 3 - Activate the Standing Order Instruction

Ensure all the details given are correct and that the dates the payments will be collected from your bank coincide with your income payment dates. Bring the completed form to your bank and they will pay Broxbourne Council on the day that you request and this instruction can only be changed or stopped by you when you contact your bank again.

Step 4 – Relax!

Other than making sure you have sufficient funds in your account when payment is due there is

nothing further for you to do. However, it is a good idea to check your bank statement regularly to ensure all your Standing Order payments are going out as agreed.

Inventory

An inventory is a document which records the condition of the property and of the contents provided by the landlord. When you move into the property the Council will carry out the inventory inspection and provide photographs to both you and the landlord. When you are given the inventory you should:

- Check the list to make sure nothing is missing, or in a worse state of repair than shown
- Raise any issues you may have with the inventory with the Simple Lets officer and ask them to amend it if necessary
- When the inventory is agreed all parties will sign it. Make sure that you keep a copy safe until the end of the tenancy

The inventory will be used to check the condition of the property and contents when you move out. Your landlord can ask you to pay for any damage or breakages which you have caused (or withhold money from the deposit that the Council lent you) so it is very important that the inventory is accurate at the start of your tenancy.

Furniture

Not all properties come furnished, so when you move in you may need to look at getting your own. If you are in receipt of a qualifying benefit and have been receiving it for six months, you may be eligible to apply for a loan or a grant from the DWP Social Fund. If you think that you may need to apply for one of these loans or grants let the tenancy sustainment officer know when you meet with them.

The Council also has a list of local cheap furniture outlets that you may wish to contact to find out availability.



Borough Offices, Bishops' College, Churchgate,
Cheshunt, Waltham Cross, Hertfordshire EN8 9XG
Tel: 01992 785555 Ext:
Fax: 01992626917 Minicom: 01992 785581
24 hour automated payment line 0845 6017620
e-mail: exchequer@broxbourne.gov.uk
Internet: www.broxbourne.gov.uk



Gillian F Clelland Director of Resources

TO PAY BY STANDING ORDER

Please complete the details below and send this form to your Bank or Building Society

Bank or Building Society Name

Bank or Building Society Address

.....

.....Postcode.....

Account Name

Account Number

Sort Code

Please set up a Standing Order from my Bank / Building Society account to pay:

Name	Borough of Broxbourne
Bank	HSBC
Bank Account Number	81227777
Bank Sort Code	40-17-13

Quoting Reference
Number.....

Instalments:

Please pay the sum of £..... starting on theday of20..... and
on the same day eachthereafter **until20..... or **until further
notice.

**** Please delete as appropriate**

Signed **Date**

Please print name



INVESTOR IN PEOPLE

**Pay your Council bills by card anytime using the Touch Tone Telephone Payment Line
Just ring 0845 601 7620 and follow the instructions**

Section 2 – LIVING IN YOUR NEW HOME



Paying the rent

How much rent you will have to pay will be written on your tenancy agreement along with information about future rent increases.

It is the Council's policy under the Simple Lets scheme not to assist someone into a property that would be above the current Local Housing Allowance (LHA) at the start of the tenancy unless in exceptional circumstances.

If you are going to be able to claim housing benefit, the Simple Lets officer that carries out the property sign up between you and the landlord will help you apply for it at that time.

Important things to remember regarding housing benefit:

- Information regarding your claim needs to be provided as quickly as possible in order for your claim to be processed – delays and incomplete information can result in you having to pay the rent yourself or accruing rent arrears.
- The Government's Local Housing Allowance arrangements set maximum levels of housing benefit that can be awarded for different sizes of properties. These levels can change monthly and will be checked before a sign up is organised with a prospective landlord. Remember, you may not receive this maximum amount as your actual housing benefit award is calculated taking into account your household income and savings, and therefore may be a lower amount.
- If your housing benefit does not fully cover your rent you will have to pay the difference. Make sure you know how much this is, as not paying the difference counts as not paying rent. If the landlord asks you to leave

because of this, the council may consider you to be 'intentionally homeless (see section on becoming intentionally homeless).

- Under Local Housing Allowance arrangements housing benefit is usually paid directly to you rather than your landlord. However, under Simple Lets, the housing benefit is paid direct to the landlord. Before you sign the tenancy you will meet with the Council's tenancy sustainment officer who will identify any special needs and help you set up standing orders to pay your rent.
- Remember to tell the Council about any changes that may affect your housing benefit. If you do not do this you may lose your benefits and incur an overpayment that may be reclaimed from you.

Rent should always take priority over any other debts. Under homelessness law, not paying your rent may be considered as making yourself homeless on purpose. This will affect your rights if your landlord asks you to leave and you require further assistance from the council. However, the landlord still has to go through the correct legal process to remove you from the property; if they try to remove you without a court order you must contact the Council immediately.

Useful tips...

Never leave cash or give cash to the landlord without getting a receipt.

Contact your landlord immediately if you are unable to pay your rent and make arrangements about how you will pay this at a later date.

Don't ignore letters from the housing benefit section or your landlord as this may result in you losing your home.

Do not leave the property without paying your rent. The landlord may pursue the debt which can result in court action, bailiffs and credit problems. It is better to negotiate a payment plan to clear the debt with your landlord under terms you can afford.

Property condition

Your tenancy agreement will explain who is responsible for maintaining the different parts of the property. You should always ensure you keep the property in a good condition, including the garden if you have one.

Never ignore things that become faulty or stop working in your property. Report them to your landlord immediately and make a note of the arrangements made to fix them.

Bear in mind these points:

- Wear and Tear – ordinary wear and tear is reasonable and you are not accountable for it. Your Landlord should not charge you for it or be able to keep any money from the deposit to cover it.
- Accidental and deliberate damage – if you break something that is provided by your landlord you must repair or replace it. It is often easier to tell your landlord that you will replace it rather than let the landlord charge you for it.
- Neglect and negligence – if you do not take reasonable care of your home it may result in you having to pay for damage, losing your home, or in the most extreme cases being charged with a criminal offence. Not caring for the property includes things like leaving candles lit and causing a fire, spilling coffee on the carpet and not cleaning it etc.
- Cleanliness – you are responsible for keeping the property in a good clean condition. If you do not, you are unlikely to keep your tenancy in the long term as your landlord may not want to extend the tenancy if they feel that you are not taking care of the property.

The Council will make sure that the property you are assisted into is of a reasonable standard before you move in. If for any reason the condition deteriorates or you feel the landlord is not carrying out repairs in a reasonable time you can contact the Council's Simple Lets officer. They will investigate complaints about the following issues:

- Repairs to the structure of the property
- Baths, sinks and other sanitary installations
- Heating and hot water installations

- Gas and electrical installations
- Health and safety concerns
- Damp and mould growth
- Poor heating and energy efficiency

Depending on the outcome of these investigations, the Council's environment health department may take enforcement action against the landlord to ensure that the home reaches a decent standard as set out by law.

Getting on with neighbours

Getting on with your neighbours is a two-way process. Your neighbours have the same rights to enjoy their home as you do, so you should therefore make sure that you, your family and visitors do not do anything to cause distress, nuisance or annoyance. This includes keeping communal areas clean, keeping noise to a minimum and keeping children and pets under control. Remember that your neighbours also have the same responsibilities towards you.

Useful tips...

- Introduce yourself to your neighbours – this can help establish a good relationship and help you to settle in easier.
- Don't do noisy chores such as hoovering, lawn-mowing or DIY early in the morning or late at night.
- If you are having a party tell you neighbours in advance and try and keep the disturbance down to a minimum.
- Do not put TVs or stereos against shared walls.
- Try to avoid banging doors in your home and in any communal areas, ask your visitors to do the same.
- Be conscious of security, do not leave security doors or fire exits open and make sure you check who you are letting into the building.
- Keep pets under control. If you have a dog make sure its barking is not causing a nuisance and also make sure any dog excrement is cleared up.
- Tell your neighbours if you do shift work to make them aware if you will be leaving or arriving at unsociable hours. Similarly find out if your neighbours work unusual hours and bear this in mind.

If you have any issues with your neighbours try and speak to them in the first instance to try and resolve the problems; sometimes people do not realise what they are doing is causing a nuisance. If this doesn't work contact the Council's Simple Lets officer who in conjunction with the Council's anti social behaviour officer will investigate:

- Noisy neighbours and loud parties
- Intimidation and harassment
- Vandalism and graffiti
- Drunken and rowdy behaviour
- Drug related anti-social behaviour
- Abandoned vehicles
- Dumping and fly-tipping rubbish

The Council takes a very serious view on anti-social behaviour (ASB) and will deal with any ASB whether it is from you or your family or your neighbours. You need to be aware that your landlord can apply to court to evict you or serve you notice at the end of the tenancy for persistent anti-social behaviour. As with rent arrears this may result in the Council considering whether you are intentionally homeless (see section on becoming intentional homelessness).

Support in your new home

Before you can be assisted by the Council's Simple

Lets scheme you will need to meet with the Council's tenancy sustainment officer who will explain what is expected of you before and after you have moved into the property. The officer will help you with everything you need to do to ensure a smooth transition into your tenancy. Also, when you sign up, you will be given a pack full of useful information.

Two to three weeks after you move in the Council's tenancy sustainment officer will meet with you again to make sure that there are no issues with your tenancy. If the Council's tenancy sustainment officer identifies any issues you will be considered for ongoing support.

If at anytime you are finding it difficult in your new home you can contact the Simple Lets officer to arrange specialised housing related support that is suitable for your needs, including help with:

- Budgeting/debt problems
- Help with benefit claims
- Problems with utility supplies
- Health and safety in your home
- Referring you to the relevant agencies for specialist support
- General counselling
- Help getting back to work

Support is provided to enable you to keep your tenancy and prevent you from becoming homeless,



Section 3 – MOVING OUT



Moving out can be as stressful as moving into a property, so that is why we have provided you with this list of important things that need to be done. Forgetting to do some of these things can cause delays or even cost you money.

Giving notice

You will generally be expected to stay in the property and pay the rent for the period stated in your tenancy unless your landlord agrees you can leave earlier. Assured Shorthold Tenants normally have to give one month's notice in writing (from a rent due date, if your fixed term has expired). If you have any doubts contact the Council's Simple Lets officer for advice.

During the notice period your landlord will probably want to show prospective new tenants around your property. They should agree a time with you that will be convenient for both parties. If you feel that the viewings are becoming too frequent and interfering with your right to enjoy your home, you will need to contact the Council's Simple Lets officer who will contact the landlord on your behalf.

Getting your deposit

After you have moved out of the property the Council will carry out a post tenancy inspection with your landlord. It is very important that you leave the property in the same condition as when you moved in. Use the inventory provided to you at the start of the tenancy to check this.

Your landlord can deduct money from the deposit for any damage you have caused (outside of normal wear and tear), if you leave the property in an unclean state and for any rent that has been left unpaid. If your landlord wants to retain some of the deposit for any of the reasons above, it is expected that they inform the Council of the reasons they wish to do so. If for any reason you or the Council disagree with the landlord's claim, help can be requested from the Tenancy Deposit Scheme used by the landlord to protect the deposit. The Tenancy Deposit Schemes are independent from all parties to enable an unbiased decision to be made in regards to the deposit money. You can also seek advice from the Citizen's Advice Bureau.

Under the Council's Simple Lets scheme the money for the deposit (and any rent in advance) is provided on your behalf as a loan to you. If for any reason the landlord retains any part of the deposit, you will be liable for the outstanding debt with the Council. The debt may result in your Housing Register Application being deferred so you will not be able to obtain a permanent social tenancy and your points will not increase. Also, if you do not keep to the repayment arrangements set out in the loan agreement, the Council's Debt Recovery section may choose to take legal action to recover the debt as well.

Landlord asks you to leave

Your landlord must follow the correct legal procedure to end your tenancy. In an Assured Shorthold Tenancy you are generally entitled to receive two month's notice in writing (from a rent due date if your fixed term has expired). If you have been served notice, you need to get advice from the Council's Simple Lets officer straight away. The officer will check whether the notice is valid, or if your tenancy can be extended.

If your tenancy cannot be extended you will need to try and find somewhere else to live. Local letting agents and the local newspaper may help you find alternative private rented accommodation.

If you require the Council's financial help again or cannot find alternative accommodation in time you need to contact the Council's Simple Lets officer. It is very important that if you are going to require Council assistance you do not leave your current property without contacting the Simple Lets officer (even if your notice has expired). Leaving your property without having alternative accommodation may result in you being found intentionally homeless (see section on intentional homelessness).

After contacting the Council's Simple Lets officer, they will refer you to one of the Council's Homelessness assessment and prevention officers. You will need to come into the Council offices and have an interview which would be very similar to the one you had before originally going through the Council Simple Lets scheme. At this point you will be advised about when you can leave your current property and whether you are eligible for further Council assistance.

Section 4 – INTENTIONAL HOMELESSNESS



If notice is served at the end of the tenancy, you leave your property or you are evicted by a court order and need the Council's assistance, the Council will consider the reasons for your homelessness.

Some of the reasons the Council may consider you intentionally homeless include:

- Notice was served/eviction took place as a result of rent arrears or constant late payment of rent (including failure to claim benefits you are entitled to)
- You gave the property up voluntarily with no other accommodation arranged (even if notice is served)
- Notice was served/eviction took place because of anti-social behaviour caused by tenant or family/friends
- Notice was served/eviction took place because of damage to the property caused by tenant or family/friends

If you are found intentionally homeless by the Council, you will be provided with 28 days accommodation (if required) to enable you to secure alternate accommodation yourself. If you have children the Council will also inform Children Schools and Families (Social Services) who may have a duty to assist your children (after assessment of children's needs).

This booklet has been designed, and the support provided to you has been given to try and minimise any problems you may face in your tenancy. Therefore, the Council will take a very strict view on the loss of accommodation due to a direct act or omission on your part.

**HELP IS AVAILABLE THROUGHOUT YOUR TENANCY;
THEREFORE DO NOT BURY YOUR HEAD IN THE SAND
AND RISK LOSING YOUR PROPERTY.**

For further information contact...

Call: [01992 785529](tel:01992785529)

Email: simplelets@broxbourne.gov.uk

Visit: www.broxbourne.gov.uk