



# TENANT PACK

Private Rented Sector

**WE ARE NEWHAM**

**People at the heart  
of Everything We Do**

## **TENANT INFORMATION PACK - INTRODUCTION**

This pack has been designed by the London Borough of Newham following a tenant's survey that showed there would be a benefit for a tenant's pack to be introduced. It outlines what each party (both the landlord and the private tenant) is obliged to do from the start of the tenancy and their on-going obligations. We hope that the information provided is useful and you have a good tenancy.

### The Tenant Information Pack

- Provides information for tenants in privately rented accommodation. It covers your rented property, the tenancy, and the tenant and landlord responsibilities.
- Sets out important information that is relevant to you and your landlord as a form of assistance from the council.
- Contains a summary of legislation relevant to private tenants. Should you want more detailed legal information, or opinion, you should seek specialist advice.

### Importance of the Pack

- It gives you clear information about private renting.
- Ensures that all tenants in privately rented homes receive the same information.
- Outlines obligations from all parties.

The pack will provide guidance to private sector tenants on all subjects ranging from environmental health (disrepair, unlicensed properties, rent repayment orders etc.), tenant liaison (harassment and illegal eviction, tenancy sustainment), trading standards (tenancy agreements, tenant fees, deposits etc.) and housing advice (homelessness).

We want all our residents in Newham to have access to the information they need to rent safely and fairly.

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## RENTING EXPLAINED

### Renting a Property

You can rent a property through a managing agent or directly from a landlord.

If you are renting through a managing agent, find out the fees you will be charged and when you are required to pay the fees. With the introduction of the [Tenant Fees Act](#) in 2019 (expanded below), most fees are now illegal. The law requires the agent's office to clearly specify the breakdown of all fees in the agent's office and on their website.

It is a legal requirement for all letting agents and managing agents to be a member of a Redress Scheme. As a tenant, you can complain to the government approved consumer redress scheme if you have been treated unfairly by the managing agent.

#### **What is a Redress Scheme?**

A Redress Scheme is a scheme which allow you, the private tenant, to escalate a complaint you have against a member of the scheme, be it a letting agent or managing agent. If you have suffered a loss as a result of the actions of a managing agent or letting agent you can resolve or settle a complaint via the Redress Scheme. It is an alternative to using the Courts and you must have exhausted the managing agent or letting agent's internal complaints process before contacting the redress scheme.

The 2 government approved redress schemes are:

- [The Property Ombudsman Limited](#)
- [Property Redress Scheme](#)

The most professional managing agents are likely to be accredited through a professional body such as ARLA Propertymark, Royal Institute of Chartered Surveyors (RICS), Safeagent (Previously the National Approved Letting Scheme NALS), UK Association of Letting Agents (UKALA). If they belong to any of the professional body, the logo will be published on their website and displayed in their offices.

It is also now a legal requirement for all property agents who handle client money to belong to a Government approved Client Money Protection Scheme (CMP). Client money is all client money, not simply your deposit. CMP covers things like rental payments and holding deposits. There are 6 government approved CMP schemes:

- ARLA Propertymark
- Royal Institute of Chartered Surveyors (RICS)
- Safeagent (Previously the National Approved Letting Scheme NALS)
- UK Association of Letting Agents (UKALA)
- Moneyshield (administered by Propertymark)
- CM Protect

The three tenancy deposit schemes are not CMP schemes, therefore if an agent is only a member of one of the three deposit schemes, namely My Deposits, the Deposit Protection Scheme (DPS) and The Dispute Service (TDS), then they must also join one of the above CMP schemes if they hold client money. If an agent is not a member of a CMP scheme, this should be reported to trading standards or the housing team within the Council who can issue penalties of up to £30,000.

It is also a legal requirement for all agents to publish a copy of their CMP certificate on their website and display a copy in each of their offices. It is also a legal requirement to produce a copy of the certificate to any person who may reasonably require it, free of charge. Again, the Council has powers to issue penalties if the certificate is not displayed or published.

The council strongly advise that you only use a managing agent that is accredited, belongs to a professional body and is also a member of the redress scheme. You may experience some difficulty and stress when dealing with the managing agent that is not a member of these schemes.

If you have any concern about your managing agent, please send an email to [ENVPrivate.SectorHousing@newham.gov.uk](mailto:ENVPrivate.SectorHousing@newham.gov.uk) or contact the Citizens Advice Consumer Service (CACS) who will automatically send details of any complaints to the relevant borough's Trading Standards Department. Their details are as follows:

Citizens Advice Consumer Service

Tel: 0808 223 1133

Online: <https://www.citizensadvice.org.uk/consumer/get-more-help/if-you-need-more-help-about-a-consumer-issue/>

If you are renting directly from a landlord, it is advisable that you rent from a landlord that belongs to a landlord accreditation scheme. The London Borough of Newham work in partnership with responsible landlords and agents to meet the borough's housing needs through the council's accreditation association. For more information, please see:

<https://www.newham.gov.uk/housing-homes-homelessness/landlord-accreditation-scheme/1>

Other landlord accreditation/membership schemes include;

London Landlord Accreditation Scheme

National Landlord Association (NLA)

The Residential Landlord Association

The Guild of Residential Landlords

The council strongly advise that you know the full name and address of your landlord before paying any holding deposit.

### **Tenant Fees**

As of 1 June 2020 under the Tenant Fees Act a landlord or managing agent cannot require you (or anyone acting on your behalf or guaranteeing your rent) to make certain payments in connection with a tenancy in England. Some of the fees that may have previously been charged to tenants are now banned and the only payments in connection with a tenancy that a tenant can be asked to make are:

- The rent
- A refundable tenancy deposit capped at no more than five weeks' rent where your total annual rent is less than £50,000, or six weeks' rent where your total annual rent is £50,000 or above
- A refundable holding deposit (to reserve a property) capped at no more than one week's rent

- Payments to change the tenancy when requested by the tenant, capped at £50, or reasonable costs incurred if higher
- Payments associated with early termination of the tenancy, when requested by the tenant
- Payments in respect of utilities, communication services, TV licence and council tax; and
- A default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement.

For more information on guidance for tenant on the Tenant Fees Act 2019, please follow the link –

<https://www.gov.uk/government/publications/tenant-fees-act-2019-guidance>

### **Deposit protection schemes**

Landlords must place their tenant's deposit in a tenancy deposit protection (TDP) scheme if the property is rented on an assured short-hold tenancy.

These government-backed schemes ensure tenants will get their deposit back if they:

- meet the terms of your tenancy agreement
- don't damage the property
- pay the rent and bills

The landlord must put your deposit in a scheme within 30 days of receiving it.

The landlord must also provide the tenant with all the information the law requires within 30 days of receiving the deposit i.e. the landlord's name and contact details, the amount of deposit paid and the address of the tenancy, details of the tenancy deposit scheme used, a copy of the deposit protection certificate signed by the landlord, information about the purpose of the tenancy deposit scheme, how to get the deposit back at the end of the tenancy and what to do if there is a dispute about the deposit.

Any of the schemes listed below is available for landlords to use.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)



At the end of the tenancy, the deposit must be returned to the tenant within 10 days. You should get all the deposit back unless the landlord can make a claim, such as if there is considerable damage. If the landlord fails to do this, then mediation can be used to agree on any deposit amount to be returned. If your deposit is protected through a tenancy deposit scheme, such as Deposit Protection Service, My Deposits or the Tenancy Deposit Scheme you can make a complaint via the scheme's 'alternative dispute resolution' (ADR) service to help you get your deposit back. This service is free and easy to use. You'll usually have to make your claim within 3 months of moving out of the property. Check your scheme's website to find out how to use their ADR service.

Not all deposits need to be deposited through the scheme, such as if you are a lodger or in student halls. However, if your deposit should have been protected you can take your landlord to Court to claim your deposit back.

## **YOUR TENANCY EXPLAINED**

### **Tenancy**

Tenant rights in privately rented housing depend on the type of tenancy agreement with the landlord. The following information provides a broad set of rules for the most common tenancies - assured and assured short-hold tenancies. As a private tenant, you can have a tenancy for the room or for the whole house, check what kind of tenancy you have before you sign a tenancy agreement. There are also other agreements called a licence to occupy, which have fewer rights than those of a tenancy (including it being far quicker and easier to evict). They usually relate to lodgers in a landlord's house. However if there is no resident landlord and/or the agreement is for a specific room or part of the house, with regular rent payments then it is highly likely to be a tenancy and NOT a licence to occupy. If there is any doubt, you should get legal advice to be certain of the type of agreement you have signed or are being asked to sign.

### **Assured Short-hold Tenancy (AST)**

The most common type of agreement in the private sector is an assured short-hold tenancy, which has been available since 1989 and is the default form of tenancy in the private rented sector since 1997.

Your tenancy will most likely be an assured short-hold tenancy if:

- The property is your main home
- The landlord doesn't live in the property
- The property is located in England or Wales
- You have exclusive use of all or part of the property
- The annual rent is less than £100,000
- The tenancy started on or after 15 January 1989

The Tenancy will usually specify an initial fixed term (often six or twelve months), after which it may be brought to an end, a new agreement (renewal) may be negotiated or it may become a statutory periodic tenancy. This is when an assured short-hold tenancy comes to the end of its fixed term and the tenant stays at the property without renewing the contract. The same terms and conditions of the previous

tenancy will stand and rent is still paid on an agreed periodic basis (sometimes informally called a rolling contract or tenancy).

### **Continuing a tenancy**

If the tenant continues to pay rent and it is accepted by the landlord or no action is taken by the landlord, the tenancy will continue on a periodic, rolling basis known as statutory periodic tenancy.

### **Tenancy Agreement**

Newham Council strongly advises tenants to request for written tenancy agreement and sign it. It is, however, not a legal requirement. Whether the tenant signs a written agreement or not, a tenancy is a contract that is initiated with the exchange of rent. The terms should be discussed with the landlord or managing agent before signing the agreement. Where there is any doubt, you should seek legal advice.

A tenancy agreement should include the following:

- The name and address of the landlord or agent (or both).
- Names of those signing the tenancy and occupiers of the property.
- The property address
- The length of the tenancy, with start and end dates.
- Rent: amount due (in pounds), when due (date and frequency, e.g. monthly), how it should be paid.
- Value of the deposit (in pounds) and which tenancy deposit scheme will hold the deposit.
- Details of when the deposit can be fully or partly withheld (for example to repair damage you've caused)
- Tenant or landlord obligations
- Outline of bills you're responsible for
- Restrictions on the use of the property, for example no pets or no smoking.

It can also include information on:

- Whether the tenancy can be ended early and how this can be done
- Who is responsible for minor repairs (other than those that the landlord is legally responsible for)

- Whether the property can be let to someone else (sublet) or have lodgers

The terms of the tenancy must be fair and comply with the law.

### **Prior to signing a tenancy agreement**

It is important as a tenant to check the following before signing any tenancy agreement.

Tenancy agreement – Ensure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign. Also seek legal advice if you have any concerns about the agreement before signing. Tenants can use the Tenants Fees Act 2019 if they find that the terms in the tenancy agreement are unfair or if the landlord or letting agent is acting in a harassing or aggressive way. The TFA includes protection for the tenant to get the holding deposit back.

Contact details - Ensure you have the correct contact details of the landlord or managing agent, including a telephone number you can use in case of any emergency. You have the right to know the name and address of your landlord.

### **Before the start of your tenancy**

Existing damage to the property: Take photos of existing damage in the property and report this to the landlord before agreeing on the inventory. An inventory is a list of the fixtures and fittings and conditions in the property at the point just before the tenancy starts.

Inventory - Agree an inventory with your landlord before you move in as this will make things easier if there is a dispute about the deposit at the end of the tenancy, as the inventory is a clear record of the condition at the start. For your records, take photos and make a written note of all of the items in the inventory. If you are satisfied with the inventory, sign it and keep a copy.

Meter readings – It is important you take the meter readings when you move as this will help in making sure that you don't pay the bills of the previous tenant.

At the start of your tenancy your landlord/ letting agent should provide you with 6 documents:

1. Written tenancy agreement
2. [Government how to rent guide](#)
3. Gas safety certificate
4. Electrical safety record
5. Information about where your deposit was protected
6. Energy Performance Certificate

If you have not been provided with these documents request them as documents 2-6 are a legal requirement for a tenancy.

### **Tenancy Termination**

An Assured Short-hold Tenancy will automatically revert to a statutory periodic tenancy at the end of the specified term unless the tenant:

- Leaves at the end of the tenancy, giving proper notice of their surrender (end) of the tenancy
- You negotiate a new tenancy with your landlord.

### **Tenancy Termination from Tenant**

Assured Short-hold Tenants should consider the following if you want to leave:

1. Tenancy Termination at the end of the fixed term

You may leave at the end of the fixed term without giving notice as there is no statutory requirement to do so. However, your tenancy agreement may include a clause requiring a set period of notice.

2. Tenancy Termination before the fixed term ends

Tenancy agreements usually state how/if a tenant can end tenancy before the fixed term ends, and how much notice is needed. If a tenancy agreement does not mention this your landlord can still charge rent until the fixed term ends, even if the tenant moves out before this. If you have a break clause in your tenancy agreement, the amount of notice will be specified.

3. Tenancy Termination after a fixed term has passed

Once a fixed term has passed a periodic tenancy will usually automatically come into effect. The same terms and conditions as the previous tenancy will be in place except it will be on a rolling periodic basis, usually when the rent is due e.g. on a monthly rolling basis. To end the tenancy a tenant would need to give notification to the landlord that they wish to terminate the contract. The time required to give this notification should be stated in the tenancy agreement; usually one month.

Do not end your tenancy where your landlord fails to carry out their responsibilities - for example, not carrying out repairs. You have the right to rent a safe home and to be treated fairly. The law is there to protect your rights – where a landlord fails to carry out their responsibilities or duties action can be taken. This may include:

- Tenants taking their own action through the Homes [\(Fitness for Human Habitation\) Act 2018](#)
- Contacting Newham Council Private Sector Housing team

### **Tenancy Termination from Landlord**

Landlords can give notice in writing of at least two months before the end of the initial fixed term or at any time afterwards to seek possession of the property.

To gain possession of the property where no breach of tenancy has occurred, your landlord must serve a Section 21 notice on you giving you Notice that he/she intends to seek possession. In order for a Section 21 to be valid, there are several conditions and procedures that your landlord should have followed at the start of your tenancy and during your tenancy.

#### **How to check if your Section 21 is valid?**

##### 1. Check the form and dates

Your section 21 notice must be on Form 6A if your tenancy started or was renewed on or after 1 October 2015.

- Your notice won't be valid in the following situations:
- you're not given enough notice
- your landlord waits too long to apply to court

- you receive the notice during the first 4 months of your original tenancy

## 2. Is your deposit protected?

Your landlord cannot give you a valid section 21 if your deposit is not protected in a scheme or it was protected late.

- For most renters, late protection of your deposit means more than 30 days after your most recent contract started.
- If you paid your deposit before 6 April 2012, there are different rules about late protection.

## 3. Have you had your tenancy documents?

Your landlord can't usually give you a valid section 21 notice unless they have given you current copies of the following documents:

- gas safety certificate
- energy performance certificate (EPC)
- the government's How to Rent guide

## 4. Charged too much deposit or a banned fee?

Most tenant fees are banned. Landlords and agents can only:

- take up to 5 weeks' rent as a deposit
- charge fees in certain situations

## 5. Does your landlord need a licence?

Many houses in multiple occupation (HMOs), such as bedsits and B&Bs, need a licence. Some councils also require private landlords to have a licence for single family properties as well (known as a Selective licence). A landlord who needs a licence, of whatever type, can't serve a valid section 21 notice unless they either:

- have a licence from the council
- have applied for a licence or a temporary exemption

You can find out if your property has a valid licence on the register of licences. See <https://www.newham.gov.uk/housing-homes-homelessness/rented-property-licensing/7> for access to the Public Register of licenses.

#### 6. Has the council ordered repairs?

Your landlord can't give you a valid section 21 notice for the next 6 months if the council orders your landlord to do repairs under either an:

- improvement notice
- emergency works notice

An alternative notice to quit is available to your landlord for breach of specific tenancy conditions. This is known as a Section 8 notice. An example is for significant rent arrears.

You do not need to vacate your property until the end of your notice period. So if your notice period is 2 months, you can stay in the property for those two months. If you do not vacate the property at the expiry of the outlined Notice period your landlord may apply to the courts to seek possession.

If your landlord does not proceed to the courts to seek possession, then the tenancy remains legally active and the tenant has the right to continue living in the property. There is no other legal way for a landlord to get possession of the property.

If you have been served a valid Section 8 or a Section 21 and you are worried about being made homeless, contact Newham Council.

Likewise, if you have been served Section 21 or a Section 8 and you believe that the notice is invalid you can contact the Council for support.



## **PROPERTY INFORMATION**

### **Gas safety and Gas Safety Certificate**

In every rented property that has a gas supply, landlords must arrange for an annual Landlord Gas Safety check to be carried out by a Gas Safe registered engineer. A copy of this certificate must be given to you. If you know that your gas installations or pipework are defective, you must tell your landlord or managing agent. If they fail to address your concerns you can contact the council's Private Sector Housing Team. You must never use appliances that are condemned or unsafe. If you smell gas contact 0800 111 999.

### **Electrical Safety** (new legislation explained)

All new tenancies made after 1st July 2020 must comply with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and any existing tenancies must comply from 1<sup>st</sup> April 2021.

This law requires every private rented property to have an electrical inspection completed by a suitably qualified person and an Electrical Installation Condition Report (EICR) provided to the landlord following the inspection. The EICR for rented properties is valid for 5 years.

The regulation require landlords to;

- Provide a copy of the EICR to the tenant within 28 days of the inspection (or before the tenancy begins for new tenants) and;
- Provide a copy of the EICR to the council within 7 days (if requested to do so).  
This is also a condition on the property licence.

Any faults highlighted by the EICR must be remedied within 28 days (or sooner if detailed within the electrical report) and a written confirmation must be obtained to confirm that the necessary repairs have been completed.

Where there is non-compliance with the regulation, the council has a duty to serve an Enforcement Notice on the Landlord. When the landlord fails to carry out the

works on the Notice then the council can enforce it by having the repairs completed (and billing the landlord) or impose a fine of up to £30,000.

The duties of private landlords in relation to electrical installations are highlighted under Regulation 3 - <https://www.legislation.gov.uk/ukxi/2020/312/contents/made>

### **Energy Performance Certificate (EPC)**

An Energy Performance Certificate (EPC) highlights a property's energy efficiency and potential improvements that could save energy and reduce fuel bills. They are rated A to G, similar to the colour coding on appliances such as TVs, fridges etc. Landlords must give prospective tenants an EPC. You can access the EPC for your property by visiting:

<https://find-energy-certificate.digital.communities.gov.uk/>

The landlord of a privately rented home with an EPC band of F or G will normally be required to make improvements to bring it up to an acceptable standard of energy efficiency. Some homes are exempt however; you can check if your home is exempt by visiting;

<https://prsregister.beis.gov.uk/NdsBeisUi/register-search-exemptions>

If you are a tenant living in a band F or G home, you can write to your landlord requesting they make improvements to the property to bring it up to the required standard.

If your landlord fails to make these improvements you can complain to Newham council Private Sector Housing Team. They can impose fines of up to £5,000 and give the landlord a list of works to make the property more energy efficient.

There are also grants available for some energy efficiency works, which will almost always reduce a household's fuel bills. The council can also provide information on what options are available, for both tenants and landlords, to improve the property.

### **Council Tax Payment (who is liable?)**

Your tenancy agreement should set out who is liable for the payment of council tax.

Usually, the person living in a property will be the liable person, but sometimes it will be the owner of the property who will be liable to pay. If you have signed a tenancy agreement for a room and not the entire property, you need to check with your landlord if you are responsible for paying council tax.

Note: If the property is occupied entirely by full-time students, you may be exempted from council tax. You must apply to the council's Revenues and Benefits department for any exemptions you may be entitled to.

### **Housing Health and Safety Rating System (HHSRS)**

The Housing Health and Safety Rating System (HHSRS) is a system that the council use to assess housing conditions. The system calculates health and safety risks to occupants from one or more of 29 hazards to health and safety from any deficiencies identified in dwellings which can result in either high scoring Category 1 hazard(s) or lower scoring Category 2 hazard(s). The council has a legal duty to take action if a Category 1 hazard is found to exist in a property and will also take action for Category 2 hazards in certain cases.

The council may be able to force your landlord to take action when they fail to carry out repair works if there is something causing risk to your health or safety resulting in a hazard.

A hazard is any risk of harm to your physical health, mental health or safety which is caused by a problem in your dwelling. Hazards could be as a result of disrepair in the dwelling or because of how the property was built.

### **Asking your landlord to make repairs and how the council can help**

As soon as you notice any hazard or disrepair in your dwelling you should, in the first instance, write to your landlord to report this. It's best to put it in writing, send it to your landlord and keep a copy for yourself.

In situations where an agent manages the property for the landlord, write to the agent so they can talk to your landlord. They have the responsibility to ensure the landlord carries out the required repairs or the managing agent carries out the works themselves.

Where your landlord or managing agent is responsible for carrying out repairs, you need to first contact them directly to report the problem. If they are not responding or refusing to do the work you can then contact the council for help. Before contacting the council however, you must have proof that the disrepair has been reported to the

landlord or managing agent prior to making the complaint. For example you can submit letters, texts, emails or notes of any conversations between you and your landlord or managing agent. You should also have the evidence of the problem you are reporting for example photos of the damage, particularly if the problem gets worse over time.

The Private Sector Housing Standards service investigates housing conditions that present immediate risks to health and safety or loss of a home. If your property is in disrepair and want to report to the council, [please complete our 'Report it' form](#) or call or call **0203 373 1950**. You can also send an email to - [ENVPrivate.SectorHousing@newham.gov.uk](mailto:ENVPrivate.SectorHousing@newham.gov.uk)

### **Your rights as a tenant**

As a tenant in a private rented property you have certain rights including:

- Living in a property that's safe and in a good state of repair.
- Protection from unfair eviction and unfair rent.
- Having your deposit returned when the tenancy ends.
- Challenging excessively high charges.
- Knowing who your landlord is.
- Living in the property undisturbed.
- Having the property's Energy Performance Certificate and Gas Safety Certificate

### **Tenant's main responsibilities**

- You should pay your rent in full and on time. Do not withhold your rent even if repairs are required and/or you have a dispute with your landlord. You may be evicted if you do as you will be breaking you tenancy agreement.
- You should pay any bill you are responsible for in time e.g. Council Tax, Gas Bill, Electricity Bill and Water Bill.
- You should read and understand the contents of your tenancy agreement and clarify anything you do not understand before signing the agreement.
- You should look after the property by using it in a 'tenant like' way and not cause damage to the property, fixtures, fittings or furniture, for example, not

blocking a toilet by flushing something unsuitable down it. Ensure your visitors don't cause any damage as well.

- You should keep your home in a reasonably clean condition.
- Do minor repairs yourself, such as changing fuses and light bulbs.
- You should not carry out repairs or decorate the property without your landlord's permission. Get written permission if possible.
- You should report any disrepair in the property immediately to the landlord. If you don't and the repair turns into a major problem, you may run the risk of losing part or all your deposit.
- Except for emergency repairs that need immediate access, you should allow the landlord access to the property to inspect it or carry out repairs. Your landlord has to give you sufficient notice of the date and time of visit and be at a reasonable time of day.
- You must be considerate to your neighbors by not causing disturbance or nuisance as you could be evicted for anti-social behavior.
- Do not sublet or take in a lodger without your landlord's permission.
- Test your smoke alarms/heat detector and carbon monoxide detectors from time to time (at least monthly) to ensure they are working.
- You should know how to operate the boiler and other appliances in the property and know where the fuse box and any meters are located. If you do not know these details ask your landlord or agent to show and explain to you, ideally when you first move into the property.
- You should always take out and bring in bins and recycling on your collection days. Ensure you present your waste on the boundary of your property and do not obstruct the pavement.
- Give your landlord a written notice when you wish to end the tenancy.
- It is also to everyone's benefit if you try and develop and maintain a good relationship with your landlord.

### **Harassment and Unlawful Eviction**

Your landlord or managing agent must follow certain procedures to end your tenancy, otherwise they may be prosecuted for illegal eviction or harassment, which is a criminal offence. If you are being illegally evicted, you can contact Private Sector

Housing Standards at [ENVPrivate.SectorHousing@newham.gov.uk](mailto:ENVPrivate.SectorHousing@newham.gov.uk) or also in an emergency, or out of hours, **call 999** and ask for the police.

Illegal Eviction and Harassment is when your landlord or managing agent tries to physically remove you from the property without a court's permission. When you are asked or forced to move out of your home immediately and your landlord or managing agent tries to make you leave by;

- locking you out by changing the locks to the door
- locking part of your home or stopping you using part of your home
- threatening or physically harassing you to leave
- turning off the water or energy supply
- using retained keys to enter the property without your permission, except in an emergency.

If any of these happen, you should report it to the police and also contact Newham council where a Tenancy Liaison Officer can try to talk to your landlord or take action to get you back into the property. If you call the police you will need to tell them that you are being illegally evicted, which is a criminal offence.

Your landlord or managing agent must follow the correct legal process to recover possession of their property by giving you a written Section 21 Notice to quit or Section 8 Notice. You are allowed to stay in the property until the noticed period is up, typically two months. If you fear that after the notice period is finished that you may be made homeless, contact the council. Once that has expired, they must go to court to obtain a Possession Order to end your tenancy and take possession of the property. This can take a few months. Once the Possession Order has expired the landlord must return to court to apply for a warrant to have you removed. Only court-appointed bailiffs can execute a warrant for Possession from the County Court to remove you or your belongings from the property. You should always ask to see ID and copies of any court papers. Without this warrant, the eviction is illegal and the landlord or managing agent is committing a criminal offence.

## **Tenancy Liaison Service**

The Tenancy Liaison Officers are responsible for assisting Private Rented Sector (PRS) tenants who experience problems within their property or problems with their Landlord or Letting Agent. They can deal with a range of issues, such as illegal evictions, harassment, mediation between parties, assisting to resolve problems with access for repairs to be carried out. They can also provide general housing advice, including information regarding accessing homelessness services and information on joining the Housing Register and guidance on how to look for alternative PRS accommodation. Additionally, they can provide advice on available Welfare Benefits and guidance on maximising income. To contact the team, send an email to - [TenancyLiaison@newham.gov.uk](mailto:TenancyLiaison@newham.gov.uk)

## **Homelessness Prevention and Advice Service (HPAS)**

The Council has a legal obligation to prevent homelessness, as well as ensuring social housing is offered in accordance with the approved Allocations Policy. If you would like details of this policy, please click on the link below;

[Housing allocation policy](#)

As part of your application the Council will verify the information you provide. This includes searches on your address history. Any false information provided may deem your application as fraudulent and subject to criminal proceedings.

In order to prevent homelessness you will be required to agree a 'Personal Housing Plan'. This will set out the 'reasonable steps' you are expected to take to secure suitable accommodation.

Reasonable steps are likely to include seeking accommodation in the private rented sector and can prevent you from becoming homeless. Finding a property in the private rented sector is likely to be a 'reasonable step' within your Personal Housing Plan. We can help make sure a private rented property is something you can afford. This may involve looking outside the borough or gaining employment. We can help with this, by agreeing actions in your Personal Housing Plan.

Failure to agree the reasonable steps in your Personal Housing Plan, or to engage in the activities set out within it, could result in the Council no longer owing you a main housing duty.

There is a huge demand for social housing in Newham. We currently have over 28,000 households on our Housing Register and a very limited supply of accommodation. If we are unable to prevent your homelessness, this can result in lengthy waiting times in temporary accommodation.

We can't give specific waiting times. This will depend on the number of people on the waiting list and when properties become available. Instead, please see guidelines below indicating how long people we have recently re-housed (correct at October 2021) have had to wait.

- Studio / 1 bedroom property – 5.5 years
- 2 bedroom property – 8.2 years
- 3 bedroom property – 13 years
- 4 bedroom property – 15.1 years
- 5 bedroom property – 12.6 years

If you would like social housing and are willing to consider properties outside London, waiting times can often be considerably shorter. Newham are part of a scheme called HomefinderUK. This will enable you to bid for properties in locations where demand is lower.

HomefinderUK can also help you to connect with schools and employment in your area of choice. If you would like to understand more about HomefinderUK, please click on the link below:

<https://homefinderuk.org>

The council Homelessness Prevention and Advice Service (HPAS) can be contacted via email on [HomelessnessPreventionAdviceService@newham.gov.uk](mailto:HomelessnessPreventionAdviceService@newham.gov.uk)



## **Landlord's main responsibilities**

Landlords have the responsibility to keep rented properties safe and free from hazards to ensure the health and safety of occupiers. Your landlord must provide you with:

- An up to date version of the 'How to Rent' guide
- For properties with gas installation, a copy of the Gas Safety Certificate. A copy must be provided at the start of the tenancy and subsequently within 28 days of each annual gas safety check.
- Copy of the Energy Performance Certificate. Properties rented on tenancies entered into after 1 April 2018 must have an EPC rating of at least 'E' (unless a valid exemption applies).
- Deposit paperwork. The landlord must register any relevant deposit with an approved tenancy deposit scheme if you have provided a deposit.

Note that if your tenancy started or was renewed after 1 October 2015, your landlord cannot evict you with a Section 21 notice if they have not provided you with the documents above although you can still be evicted with a Section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with the following:

- The property Electrical Installation Condition Report (EICR). The report is provided when every electrical installation in the property has been inspected and tested by a qualified person at regular intervals. This is now legally required every 5 years as of April 2021.
- Portable Appliance Test (PAT) where portable appliances are provided by the landlord. This ensures all appliances are safe to use. The check is recommended every 5 years.
- Evidence that the fire detection system, including smoke alarms and heat detector and any carbon monoxide alarms, are in working order at the start of the tenancy. Tenants can then check that they are working from time to time during their tenancy.

Generally the landlord has repair responsibilities including:

- Repair of the structure and exterior of the property e.g. the walls, roof, foundations, drains, guttering and external pipes, windows and external doors.
- Repair of basins, sinks, baths, toilets and associated pipework.

- Repair of water and gas pipes, electrical wiring, water tanks, boilers, radiators, gas fires, fitted electric fires or fitted heaters.

### **Landlord Licensing**

All private rented properties in Newham require the landlord to obtain a licence.

There are certain exemptions, including social housing and properties in the E20 postcode.

Landlords who are required to have a licence, but who do not have one, cannot serve a valid section 21 notice unless they can show that they have applied for one.

You can find out if a property is licensed on the [Property Licensing Register](#)

If you find that your landlord is renting out your property without a licence, you may be eligible for a Rent Repayment Order (see below for further information).

## **DUTIES OF THE COUNCIL**

### **Enforcement Options**

If a landlord or managing agent fails to provide a safe and warm home for their tenants by failing to maintain the property or by failing to carry out repairs, then the Council can take enforcement action against them.

The Council can also take enforcement action against any Landlords and/or managing agents who fail to licence a property or House in Multiple Occupation (HMO) which they rent out that requires a licence.

Enforcement actions that could be taken include;

- Serving an Improvement Notice;
- Making a Prohibition Order;
- Serving a Financial Penalty Notice (FPN);
- Prosecution;
- Revoke a property licence;
- Reduce the term (duration) of a property licence;
- Banning Orders;
- Management Orders (Interim and Final);
- Compulsory Purchase Order (CPO); and
- Rent Repayment Order (RRO)

### **Rent Repayment Orders (RRO)**

RROs were introduced through the Housing and Planning Act 2016 as a measure to crack down on rogue landlords. An application for an Order is made to the First-tier Tribunal requiring a landlord to repay a specified amount of rent, which can be up to 12 months' worth of rent.

Rent is paid back to the tenant if the tenant paid their rent themselves. Where the rent was paid through Housing Benefit or through the housing element of Universal Credit, the local housing authority (council) need to apply for a RRO. If the rent was paid partially by the tenant with the remainder paid through Housing Benefit/Universal Credit, then the RRO application will need to make for the proportion of rent paid.

Find out more from <https://www.newham.gov.uk/rentrepaymentorders>

As a tenant you can make an application for a RRO for up to 12 months' rent from your landlord. A RRO applies to the following situations:

- Your landlord has not applied for a property licence.
- Your landlord has not complied with an Improvement Notice served by the council.
- Your landlord has not complied with a Prohibition Order served by the council.
- Your landlord has used violence to gain entry to your property.
- Your landlord has illegally evicted you or harassed you in your property.
- Your landlord has breached a Banning Order.

Where one or more of these situations has occurred, you will need to make an application for a RRO to the Property Tribunal.

You should write to:

First Tier Tribunal (Residential Property)  
10 Alfred Place  
London  
WC1E 7LR  
Tel: 0207 446 7700  
Fax: 01264 785 060

Or complete an online application at;

<https://www.gov.uk/government/publications/form-rr01-application-by-tenant-or-local-housing-authority-for-a-rent-repayment-order-housing-and-planning-act-2016>

You can contact the following to get more advice

- Justice for Tenants via email [info@justicefortenants.org](mailto:info@justicefortenants.org)
- Any local solicitor that specialises in Housing Law.

### **Rogue Landlord Checker**

The rogue landlord database records landlords and managing agents that are subject to a banning order or have committed a banning order offence.

The council must make an entry when it has obtained a banning order against a landlord or managing agent and can also make an entry when a landlord or agent has committed either:

- at least one banning order offence for which they have been convicted
- two or more banning order offences within a 12 month period for which they have received financial penalties.

The relevant housing banning order offences under Schedule 1 of The Housing and Planning Act 2016 (Banning Order Offences) Regulations 2017 include;

- unlawful eviction or harassment, under s.1 Protection from Eviction Act 1977
- using or threatening violence for securing entry into premises, under s.6 Criminal Law Act 1977
- failure to comply with an improvement notice, under s.30 Housing Act 2004
- failure to comply with a prohibition order, under s.32 Housing Act 2004
- having control of, or managing, an unlicensed house in multiple occupation, or breaching a condition of a licence, under s.72 Housing Act 2004 (as amended by para 3 Sch. 9 Housing and Planning Act 2016)
- having control of, or managing, an unlicensed property, or breaching a condition of a licence, under s.95 Housing Act 2004 (as amended by para 4 Sch. 9 Housing and Planning Act 2016)
- failure to comply with HMO management regulations, under s.234 Housing Act 2004
- failure to comply with overcrowding notices or fire safety regulations (HMOs only), under s.139 Housing Act 2004 and Art.32 Regulatory Reform (Fire Safety) Order 2005
- breach of gas safety regulations, under s.33 Health and Safety at Work etc Act 1974
- breach of right to rent provisions (criminal prosecutions only), under ss.33A and 33B Immigration Act 2014 (as amended by s.39 Immigration Act 2016)
- requiring a 'relevant person' to make a prohibited payment (criminal offence only), under s.12 Tenant Fees Act 2019

Details of Prosecutions, Financial Penalties and Banning Orders are entered into [the London Rogue Landlord and Agent Checker on the london.gov.uk website](#) where you can check if your landlord or managing agent has been recorded on this database. You can also report your landlord or agent on the Report a rogue landlord or agent london.gov.uk website.

## **Rent Disputes**

You can [apply to a tribunal](#) to decide on certain rent disputes in England if:

- you have an assured or assured short-hold tenancy
- your rent has been increased as part of a 'section 13 procedure' - the letter from your landlord will say if it has, and will tell you more about applying to the tribunal.

You must apply before the new rent is due to start

### **Rent Arrears**

Your landlord can [evict you](#) if you fall behind with your rent - you could lose your home. If you are unable to pay your rent, for example due to coronavirus, speak to your landlord as soon as possible.

You can get advice if you're in rent arrears or having difficulty paying your rent from:

- [Money Advice Service](#)
- [Shelter](#)
- [Citizens Advice](#)

### **Antisocial Behaviour and Noise**

Anti-Social Behaviour (ASB) can include a wide range of nuisances, disorder and crimes which affects people's lives on a daily basis. Issues that can be considered as ASB include:

- Rowdy, noisy behaviour in otherwise quiet neighbourhoods
- Night time noise from houses or gardens, especially between 11pm and 7am
- Threatening, drunken or intimidating behaviour

If you are experiencing problems with anti-social behavior you can report via the council website on <https://www.newham.gov.uk/community-parks-leisure/anti-social-nuisance-behaviour?documentId=30&categoryId=20009> or call the Enforcement and Safety Team on 020 8430 2000.

### **Noise**

The council can also investigate a variety of noise complaints, including:

- Loud music and parties
- Persistently noisy neighbours
- Persistent noise from an animal(s) e.g. barking dogs

Think before you make a complaint about noise and if you are affected by an ongoing noise problem, you should consider the following first:

1. Try to address the issue in a friendly way by talking to the person or company causing the noise, if you feel comfortable with this.
2. If this does not deliver the outcome you want, you could try taking other informal steps such as mediation.
3. If you are unable to resolve the issue yourself then report it to the council using the on-line form from the link below.

<https://www.newham.gov.uk/community-parks-leisure/anti-social-nuisance-behaviour/2>

## FREQUENTLY ASKED QUESTIONS (FAQs)

Follow the link below for frequently asked questions;

[https://www.generationrent.org/your\\_rights](https://www.generationrent.org/your_rights)

## USEFUL CONTACTS & LINKS

- [Shelter](#)
- [Citizen Advice Bureau](#)
- [Money Advice Service](#)
- [Justice For Tenants](#)
- [Generation Rent,](#)
- [Gas emergency contact](#)
- <https://www.gov.uk/>
- Rent Repayment Orders :  
First Tier Tribunal (Residential Property)  
10 Alfred Place London. WC1E 7LR  
Tel: 0207 446 7700

### London Borough of Newham useful contacts

- **Contact London Borough of Newham**  
<https://www.newham.gov.uk/contact-information/contact-newham-council/1>
- **Private Sector Housing Standards**  
[ENVPrivate.SectorHousing@newham.gov.uk](mailto:ENVPrivate.SectorHousing@newham.gov.uk)  
020 3373 1950
- **Property Licensing Team**  
[propertylicensing@newham.gov.uk](mailto:propertylicensing@newham.gov.uk)
- **Tenancy Liaison**  
[TenancyLiaison@newham.gov.uk](mailto:TenancyLiaison@newham.gov.uk)
- **Homelessness Prevention and Advice Service (HPAS)**  
[HomelessnessPreventionAdviceService@newham.gov.uk](mailto:HomelessnessPreventionAdviceService@newham.gov.uk)
- <https://www.newham.gov.uk/Pages/Services/Homelessness-advice-and-support.aspx>