



CITYWEST HOMES



Tenant handbook

A guide to your
tenancy agreement

Tenant's Handbook

This is the Tenants' Handbook. It gives information on the council's housing management policies and procedures. We give this document out to new tenants at the start of the tenancy and we publish the latest version of the handbook on our website www.cwh.org.uk

The Tenant's Handbook gives information about

- Your tenancy agreement
- Your rent
- Repairs and improvements
- Insurance
- Living with your neighbours
- Health, safety and security in your home
- Estate services
- Customer services
- Getting involved in your housing service
- Moving or buying your home

If you would like to speak to someone about this information, please visit your area office who will arrange this for you.

For more information about any of the points in this handbook, you can speak to your local housing manager who will be pleased to help.

Contents

	Page number
Welcome	4
Your tenancy agreement	5
Introductory tenancies	5
Flexible tenancies	5
Joint tenancies	6
Ending your tenancy	6
What happens to a tenancy when a tenant dies	10
Lodgers, subletting and working from home	12
Your rent	14
Paying your rent	14
How we calculate your rent	15
Help with your housing costs	16
Heating and hot water charges	17
Water rates	18
Garages, parking and sheds charges	18
Repairs and improvements	19
Repairs	19
The Right to Repair	22
Decorations, alterations and improvements	23
Satellite dishes and TV aerials	25
Communal heating and hot water	26
Insurance	27
Home contents, building, public liability	27
Contractors' insurance	28
Living with your neighbours	29
Dealing with nuisance and anti-social behaviour	29
Problems with your neighbours	34
Health, safety and security in your home	36
Fire prevention	36
Gas leaks and servicing	38

Burst pipes and flooding	39
Security	40
Asbestos	41
Window safety	41
Estate services	43
Cleaning	43
Grounds maintenance	43
Tree maintenance	43
Rubbish and recycling	44
Parking	44
Pest control	45
Customer services	46
Compliments and complaints	46
Access to information	47
Data protection and information sharing	48
Resident involvement	50
Getting involved	50
Better homes consultation	50
Ways to directly manage your housing service	50
Moving or buying your home	53
Transfer schemes	53
Exchanges	54
Housing for older people	55
Buying your home	55

Welcome

Welcome to your new home. We hope that this handbook helps you to understand the services provided to you and your rights and responsibilities as a tenant of Westminster City Council.

The housing service is managed by CityWest Homes, a company set up and owned by Westminster City Council.

On some estates in Westminster, residents have formed a tenant management organisation (TMO) or co-op to manage the properties. If your home is managed by a TMO or a co-op, the information in this handbook applies to you too.

More information about CityWest Homes and our housing services can be found on our website at www.cwh.org.uk

More information about Westminster City Council can be found by visiting the website at www.westminster.gov.uk

Using our housing service

If you need to access our service in a particular way, please tell your housing manager.

Portable induction loops for hearing aid users are available at all area offices and during visits to your home.

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

We are always open to feedback. As well as contacting your housing manager, you can also contact the Contracts and Standards team on the details below:

CityWest Homes Contracts and Standards team
21 Grosvenor Place, London SW1X 7EA

Telephone: 020 7245 2094
Email: Contractsandstandards@cwh.org.uk

Your tenancy agreement

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

Westminster City Council's Housing Policy sets out the types of tenancies available and the circumstances in which each will be offered. Please see your tenancy agreement to check which type of tenancy you have.

Introductory tenancies

The majority of new City Council tenants are introductory tenants. An introductory tenancy lasts for a 12 month trial period. The tenancy agreement sets out when the introductory tenancy will end and whether you will become a flexible tenant or a secure tenant, subject to satisfactory completion of the trial period.

If you break the conditions of the tenancy in the first year, we will consider what action we will take and you may be evicted from your home. This could be, for example, for not paying the rent or causing a nuisance to neighbours.

At the end of the introductory tenancy, if there have been no breaches you will become a flexible or secure tenant, as set out in your tenancy agreement.

Flexible tenancies

The majority of new tenancies offered by the City Council following the completion of a satisfactory introductory tenancy are flexible tenancies for a term of 5 years.

A flexible tenancy is a form of secure tenancy, which is for a fixed period. It is expected that most flexible tenants will be offered a new flexible tenancy at the same or another address at the end of the fixed term.

In certain circumstances, set out in the Tenancy Policy, at the end of the fixed term, the council may apply to the county court to end the tenancy and the court has to award the council possession if the fixed term has expired, the correct notices have been served and any appeal has been considered.

Requests to review decisions about the length of a flexible tenancy

When we offer you a Flexible Tenancy, you can request a review if the length of flexible tenancy offered does not match our Tenancy Policy.

You must ask for a review within 21 days of receiving the flexible tenancy offer and your request must be in writing. We will consider review requests within 21 days unless more information is needed.

Secure tenancies

Secure tenancies are granted to:

- People moving into community supportive housing for older people (this is also known as sheltered housing)
- Any existing secure or assured tenant where they choose to move to another social rented home.
- Statutory successors to secure tenancies
- A leaseholder of the City Council that is having their home demolished due to regeneration and it has been agreed that they can become a social housing tenant under the Leaseholder Policy for Regeneration Areas.

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

Joint tenancies

A joint tenancy gives equal rights and responsibilities to each of you signing the tenancy agreement. You are both responsible for keeping to the tenancy conditions. You should always tell your housing manager if you are a joint tenant and you or the other joint tenant has moved out.

If you are a joint tenant and your relationship breaks down, you will need to seek legal advice to sort out who can have the tenancy.

If you want to end your tenancy

If you want to end your tenancy, you must write to us giving at least four weeks' notice and leave details of your new address. Also:

- Your tenancy must end on a Monday.
- If you do not give us the proper notice we will charge you rent for the four week period.
- Your keys must be returned to your area office by noon on the Monday your tenancy ends.
- If they are late you will be charged the rent until the Monday after you handed them in.
- If it is a Bank Holiday Monday then you can hand them in on Tuesday by noon.
- Please tell your electricity, gas, telephone and internet service provider that you are moving home so that they may end or move your accounts.

We will charge you if:

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

If we want to end your tenancy

There may be circumstances when we think it is reasonable to end your tenancy.

The rules we have to follow are different for secure, flexible and introductory tenants.

Introductory tenants

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

Secure tenants and Flexible tenants

We can only end a **secure tenancy or a flexible tenancy during the fixed term**, if the court gives us a possession order. The court can only do this if we show that there are good reasons in law called 'grounds for possession'. The first step we have to take is to serve a 'notice seeking possession' which tells you why we want to end your tenancy. This is usually

because you have broken the rules of the tenancy agreement for example by not paying the rent or causing antisocial behaviour. After a month if the reason given in the notice remains a problem, we may apply to the court for a possession order to end your tenancy.

Notice Seeking Possession

If you receive a notice you will also get a letter with an appointment to see your housing manager. You must keep this appointment. It may be possible to find a way to sort out the problem without going to court.

Grounds for possession

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

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

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

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

What will happen at the court hearing?

You can attend the hearing to defend your case or get a legal representative to act on your behalf.

At the hearing a housing manager will present details of your case to the judge. The judge may grant a possession order if one of the grounds for seeking possession is proved.

The order may be suspended if you meet certain conditions such as paying your rent and an agreed amount off your arrears each week, or it may take effect immediately.

In cases where the court awards a suspended possession order, if you do not keep to the terms of the possession order, we can apply for a warrant to evict you from your home.

Even if we are taking possession action against you your tenancy continues up until you are evicted or you give up your tenancy voluntarily.

Flexible tenants only - Reviewing your flexible tenancy at the end of the fixed term

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

- Whether the property meets your household's needs, including any under occupation and disabled adaptations that are no longer required
- Any support and advice needs of your household
- The way the tenancy has been conducted. Any proven breaches of the tenancy agreement and agreements to remedy those breaches will be considered.
- Income and capital of you and your partner – this is needed to calculate the rent for the new tenancy.

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

Occasionally the Council will not offer you another tenancy at any property. Circumstances where no new flexible tenancy may be offered at any property are:

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

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

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

Requests to review decisions not to offer a new flexible tenancy at the same or another property

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

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

We will also serve a Notice Requiring Possession giving you at least two months' notice that possession.

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

What happens to a tenancy when a tenant dies?

Coping with the death of a friend or relative can be a difficult time. We should always be notified so we can help and give you advice on what needs to be done. We will need to know:

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

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

Before handing back the keys to the property, the person dealing with your affairs will need to:

- move all the belongings out of the home
- redirect the post
- read the gas and electricity meters and give the reading to the gas and electricity companies so they can send the final bills
- lock the doors to the property and make sure all windows are shut
- tell the housing benefit and council tax Section if the tenant received housing benefit or council tax benefit.

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

In certain circumstances a tenancy may pass to another person, this depends on the type of tenancy and the situation. When a tenancy is taken over by someone after a tenant's death, this is known as 'succession'.

Who can take on your tenancy if you die?

For secure tenants whose tenancy started before 1 April 2012

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

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

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

If you held a secure tenancy before 1 April 2012 and move to a different property after 1 April 2012, you will retain your succession rights as set above.

For secure tenants and flexible tenants whose tenancy started after 1 April 2012

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

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

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

Discretionary succession policy

The council allows some additional family members to succeed to a tenancy in limited circumstances. Please check the council's tenancy policy for the current rules on discretionary succession.

Can you pass your tenancy to someone else?

The conditions of tenancy allow you to transfer your secure tenancy to someone else. You are only allowed to do this in the following circumstances:

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

Lodgers and subletting

You are allowed to take in a lodger. A lodger is someone who shares your home with you and for whom you may provide meals.

A sub-tenant is someone who lives separately in your home and provides their own meals. If you want to sublet **part** of your home you must get our written permission. **You are not allowed to sublet the whole of your home and move out.** If you do this you will no longer be a secure tenant and we will start legal action to seek possession of the property.

In both cases, you take on the responsibilities of a landlord.

You are responsible for the behaviour of anyone who lives in your home. If you leave your tenancy, it is your responsibility to make sure that your lodger or sub-tenant leaves when you do.

If you receive housing benefit, you must tell us and the Westminster Benefits Service about any rent you receive.

Working from home

If you or someone living in your home wants to work or run a business from home you need to get written permission from us. This is what we will consider before granting permission:

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

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

If you need planning permission, this is assessed by Westminster City Council.

Your rent

Paying your rent

Rent and other charges must be paid on time. The full charge is due on Monday every week. If you choose to pay fortnightly or monthly you must pay in advance.

It is important that you pay rent regularly to prevent rent arrears. If you get into rent arrears, your tenancy may be at risk. You can ask your area office for a rent statement at any time.

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

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

Our full range of payment options are as follows:

- **direct debit** - direct debit is a very convenient way to pay. Monthly payments are made automatically from your bank account. If your rent changes, we will contact you and your bank or building society to change the amount. Please contact your area office for a form.
- **standing order** – you can set up a weekly, fortnightly or monthly standing order. Payments are paid automatically from your bank. Please tell your bank how much you need to pay, how often and if there are any changes. Please contact your area office for a form.
- **internet payments** – you can make a debit or credit card payment via the CityWest Homes website on www.cwh.org.uk. This service is available 24 hours a day, 7 days a week.
- **Payment card** – at any Post Office by cash, cheque or debit card.
- **telephone payments on 020 7823 2601** – an automated voice response service takes debit or credit card payments. You will need to use a touch-tone telephone. Calls to this service are charged at the local rate.
- **paying for parking spaces, garages and sheds** - Rent for parking spaces, garages or sheds is due on Monday every week and can be made via your home rent account or separately using any of the methods above. This means you only need to make one payment to cover all your charges.

If you don't keep up payments on your home, you will lose your parking space, garage or shed.

Problems paying rent

Rent arrears

It is important that we receive the rent when it is due. You may lose your home if you fall into arrears. If you start having difficulty paying your rent, please contact your local income team immediately as they may be able to help.

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

Rent arrears is one of the grounds for seeking repossession of your home. We will serve you with either a 'notice of seeking possession' or a 'notice for proceedings for possession' (depending on the type of tenancy you have), with the intention to ask the court to repossess your home. Once you have received a notice, you have one month to agree a repayment plan. If you fail to do this, we will refer the case to the court on expiry of the notice. At the hearing, the court will consider the facts and decide whether to grant us possession. If it is granted, we will arrange for bailiffs to evict you.

Debt advice

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

How we calculate your rent

Government rules say that all social landlords must use the same system for working out their housing rents. This is to make sure that rents charged by social landlords

- remain affordable.
- should generally be well below those charged by private landlords.
- be linked to the size, location and condition of the home.
- are similar to rents for other council and housing association properties of a similar size, location and condition.

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

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

- grounds maintenance
- caretaking
- cleaning
- concierge
- CCTV
- Communal lighting

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

Help with your housing costs

Housing benefit

Housing benefit helps people on low income to pay rent. Because housing benefit is means-tested, the income and savings and investments that you and/or your partner have are taken into account when working out how much benefit you are entitled to. If there is another adult living in your property the amount of housing benefit you receive may be reduced.

If you receive housing benefit it is very important that you tell the Westminster Benefits Service if your circumstances change, because this may affect the amount you receive.

If you are not able to get housing benefit now, you may be able to in the future if there is a change in your personal circumstances such as a change in your income or the birth of a child.

To apply for housing benefit (or if your circumstances change) you will need to provide supporting information. You can speed up your claim if you bring this information into the area office. We can check it and send it to the Westminster Benefits Service. We can also contact them for you to find out the progress of your claim.

Please note that housing benefit does not pay for any water, heating and hot water charges or charges for garages, sheds or parking spaces that may be included in your rent. It is your responsibility to pay for rent and charges not covered by housing benefit. If you do not pay you may lose your home.

Council tax benefit

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

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

Discretionary housing payments

The council has a limited fund from which it can make discretionary housing payments (DHPs). DHPs can be made to people who receive housing benefit and/or CTB but who need extra help with their housing costs. In Westminster, DHPs are administered by the Benefits Service who will consider each request on an individual basis. You can get a DHP application form from the Westminster Benefits Service or from your area office.

Heating and hot water charges

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

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

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

Heating and hot water charges are not eligible for housing benefit.

Water rates

You pay your water rates along with your rent. Your housing manager will tell you how much to pay. Water rates are not eligible for housing benefit.

Garages, parking spaces and sheds charges

You can apply to your housing manager to rent a garage, parking space or shed. They will explain the terms and conditions that apply. You may have to go on a waiting list and will not be given any of these if your account is in arrears. Garages, parking spaces and sheds are paid for with the rent. We will tell you if we are changing the amount you pay at least a week before any new charges start. We will also tell you if we want to end the tenancy on a garage, shed or parking space because you owe us rent or other housing related debts.

Repairs and improvements

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

Repairs that you do

You are responsible for some minor repairs and maintenance to your home. This includes keeping your home in a good and clean condition. You are also responsible for decorating inside your home and keeping it in a good decorative state (see Decorations on page 22).

The repairs you are responsible for include:

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

If you are not sure if a repair is your responsibility or ours, contact the CityWest Homes Repairs Contact Centre on 0800 358 3783.

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

Sometimes you may be required to pay in advance for works to be carried out in your property. Your housing manager can advise you on this and help you to complete any paperwork.

Repairs that we undertake

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

- The structure and outside of the buildings.
- The services that supply water, gas, electricity, sanitation, heating and hot water.
- All equipment that we have installed for delivering these services.
- Decoration of the outside and communal parts of the building.
- Maintaining smoke detectors that are connected to the communal fire detection system.

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

Repairs to structure and outside of building

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

Repairs to drains and sanitary fittings

- Basins, sinks, baths, toilets and cisterns

Repairs to heating and hot water installations

- Boilers, heating and hot water applications
- Radiators, pipework and controls

Repairs to the supply of water, gas and electricity

- Water and gas pipes
- Broken taps
- Electrical wiring, sockets, light fittings and fuseboards
- Electrical fittings we supply

Repairs to the shared areas of buildings

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

How to report a repair and reporting out of office hours

You must let us know when a repair that is our responsibility needs to be done.

To report a repair:

- **By telephone** – CityWest Homes Repairs Contact Centre, on freephone: 0800 358 3783. Lines are open 8.30 am - 5.00 pm, Monday - Friday. Calls from a mobile will be charged at your network rate.
- **Online** - via our website: www.cwh.org.uk. This can be used to report repairs inside your home, in communal areas and garages, parking spaces and sheds.

Reporting emergency repairs when CityWest Homes Repairs Contact Centre is closed

If your repair is an emergency and our Repairs Contact Centre is closed, you need to contact the emergency out-of-hours service on: **020 7286 7412**.

When will my repairs be done?

When you report a repair we will give you a target time of when we will complete the repair. If there is a delay, we will let you know.

This table gives an idea of our target times:

Emergency	Issues which pose an immediate health and safety risk eg. fire, loss of electricity or water supply, make safe, etc. Respond within 2-4 hours
Urgent	Plumbing works, blockages, and works. Respond and start work within 24 hours
Non-urgent by appointment	More substantial repairs eg. joinery, plastering, damp proof courses, major repairs including structural work, roofing works etc

You have a responsibility to provide access at reasonable times for repairs to be carried out, for the repair to be inspected if required before and/or after completion and for gas safety checks to be completed. We can take legal action if you do not provide access when reasonably requested but we hope this will not be necessary.

The Right to Repair

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

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

Defect	Number of working days
Total loss of electrical power	1
Partial loss of electrical power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of heating or hot water between 31 October – 1 May	1
Total or partial loss of heating or hot water between 30 April and 1 November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the home) toilet pan	1
Toilet not flushing (where there is no other working toilet in the home)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry-phone not working	7

Decorations

Important – see the section on Asbestos on page 41 and Alterations and Improvements (below) before starting any work.

You are responsible for repairing any minor cracks that you may find during the course of redecorating. However, if any cracks give cause for concern, please report them to your area office.

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

- **Existing tenants** – we may pay a decorations allowance after we have completed some repairs such as replastering or if the decorations are damaged by a repair that we are responsible for.
- **Cash incentive scheme** – if you are a secure tenant and move under the cash incentive scheme (see page 54), we will decorate your new home or pay you an allowance unless the property has just been decorated.
- **Elderly/disabled** - we offer an annual, special discretionary scheme for elderly and disabled tenants. We write to eligible tenants each year with the details and an application form if funding is available.

Important note: If your decorations are damaged as a result of a flood caused by another resident it will be your responsibility to make good the damage. This is not covered by the council's building insurance. Please ensure you have your own home contents insurance in case this happens to you. For more information on insurance, see section four on page 26.

Alterations and improvements

Improvements we do

We keep our houses and flats in good condition and carry out modernisation and improvements under our better homes programme.

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

If you have to move because of an improvement scheme you may be eligible for compensation or help with your removal expenses. We will give you more details at the time.

Improvements you do yourself

If you wish to carry out alterations it is important that you take into account the section on health and safety below when planning the work you want to do. For safety reasons, there are a few rules that you must follow before starting work:

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

Health and safety

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

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

Remember

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

Special items

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

Listed buildings

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

Adaptations for special needs

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

Hard wood or laminate floors

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

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

For more details please see our leaflet 'Want to lay a hard wood floor finish?'

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

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

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

Satellite dishes and TV aerials

Satellite dishes

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

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

TV aerials

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

Communal heating and hot water

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

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

Energy efficiency

The Energy Saving Trust will give you free, independent and impartial advice on saving energy and money. You can call them on 0800 512 012 or go to www.energysavingtrust.org.uk.

Please also contact your area office if you need further advice on:

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

Insurance

Home contents insurance

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

We have a scheme for our tenants and lessees to consider with Aviva – please ask your housing manager for more information or go to www.cwh.org.uk/homeinsurance. Shop around for the best policy to suit your needs.

Building insurance

Westminster City Council owns the building you live in and is responsible for insuring it. This is called building insurance. The council and your housing provider also have public liability insurance. **These policies do not cover your personal possessions. You need to take out your own home contents insurance for these.**

This insurance allows us to put right damage to the building caused by fires or storms for example.

Public liability insurance

If loss, damage or injury is caused by the negligence of either the housing provider or council, the law says we have to put it right. The council and your housing provider have public liability insurance for that reason.

Claims against this insurance have to show that:

- The council or housing provider had a responsibility.
- The council or housing provider failed to meet that responsibility and/or was negligent.
- Loss or damage was caused as a result.

Making a claim on the buildings or public liability insurance

If something happens and you think you might have a claim, you need to discuss this with your housing manager as soon after the incident as possible. You must give as much detail

as possible and if you are claiming for damage to personal belongings, you must keep them for inspection.

Contractors' insurance

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

Living with your neighbours

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

If you would like a summary of our policy and procedures on tackling anti-social behaviour you can get a copy of our leaflet 'Tackling anti-social behaviour' from your local area office. A full copy of the policy is available on our website at www.cwh.org.uk/asbpolicy.

You can also get a copy of our leaflet called 'Resolving problems with your neighbours' from your area office. This gives more advice about what your area office can do if you are having problems with your neighbours or anyone else living on or visiting your estate.

How we deal with nuisance and anti-social behaviour

The tenancy conditions make it very clear that nuisance and anti-social behaviour will not be tolerated on our estates or in the area.

Nuisance problems often occur when people act without thinking about their neighbours and other residents on the estate. Therefore, in addition to keeping to the formal rules of your tenancy conditions we encourage you to be a good neighbour and follow these guidelines:

- Let people know beforehand if you are having a party and remember to keep the noise down particularly after 11pm.
- Be careful not to disturb your neighbours after midnight.
- If you come home late at night, do not slam the doors or put the television on too loudly.
- Don't carry out noisy DIY work at night or early in the morning. If you are planning DIY work on Sunday, let your neighbours know beforehand and try to keep the noise down.
- Make sure your children do not disturb other people. Remember that you are responsible for all members of your household, including your visitors, both in your home and the surrounding area.

- Laminate or wooden flooring can increase the amount of noise that your neighbours can hear from your property. You must get our permission before installing these types of floors. See page 24 for more details.
- Dispose of your rubbish properly.
- If you have permission to keep a pet, look after it properly and don't let it foul public areas or cause a nuisance in any other way.

Our responsibilities under the tenancy agreement

We will:

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

Your responsibilities under the tenancy agreement

You and your household

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

Enforcement action is normally only considered when all other options have been exhausted. Options include:

Anti-social Behaviour Orders (ASBOs) – civil orders prohibiting certain behaviour and prescribing exclusion zones for named individuals.

Injunctions – court orders (aimed at adults over 18) that may either tell someone not to do something or compel action by telling someone what to do.

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

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

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

Harassment

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

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

If you are the victim of harassment you should call the police and your housing manager as soon as possible. We will keep all the information you give us confidential if you want us to and offer you help and support. In all cases we aim to see you within 24 hours if you have been physically assaulted and within 3 days for other incidents. We will arrange an interpreter if required. If the abuse is actually happening when you report it to us, for example if someone is writing racist graffiti, we will aim to get there in 20 minutes during office hours, where resources permit.

Domestic violence and abuse

We will not tolerate domestic violence or abuse in our properties. Domestic violence and abuse can be:

- physical
- sexual
- emotional
- psychological
- financial
- a combination of some or all of these

It is usually a repeated act involving controlling and coercive behaviour, and has a long term effect on the victim and any dependent children.

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

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

If you are suffering because of domestic violence, you should report it to the police. They have specialist workers to help victims of domestic violence. If you are in immediate danger, call 999.

You should also report it to your local area office where you will be interviewed immediately by your housing manager, or within 1 day if you contact the office by telephone. Your housing manager will work out a Safety Plan with you and give you details of specialist

support and advice agencies. We also recommend that you get independent general advice from a solicitor, law centre or Citizens' Advice Bureau.

Employees

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

Damaging or defacing our property

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

Security equipment

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

Shared areas

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

Estate rules

You must follow any local rules that apply to your estate. You will be advised of any that apply to your estate by your housing manager.

Illegal parking

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

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

Pets

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

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

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

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

If your pet dies you will need permission to replace it with another one.

The breeding and sale of animals is prohibited.

If your pet causes a nuisance

We work closely with Westminster City Council and the police to ensure that any nuisance caused by pets is addressed quickly.

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

Dogs

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

- You must clean up after your dog if it fouls your garden or shared areas of the estate.
- You must keep the dog on a lead with a name tag and not allow it out without a responsible adult.
- You must keep to the council's dog bye-laws.

The dog must:

- Have identification in public areas bearing the owner's name, address and/or telephone number. Please note that this is a legal requirement. Failure to comply could result in a heavy fine.
- Be kept under control at all times and not cause a nuisance or a danger to anyone. They must be kept on a lead when outside in shared areas of the council's estates.

- Not foul your home, garden or any communal areas. Dog faeces can carry diseases which can be harmful to people. It is an offence for a dog owner not to clean up after their dog in public places such as roads, estates, footpaths and parks. Failure to clean up can result in a £80 fixed penalty on the spot fine or prosecution and a fine of up to £1000.
- Not cause any other nuisance to other people such as barking or making excessive noise.

Concerned about cruelty or dangerous dogs?

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

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

Flammable substances

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

Gardens, patios or balconies

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

What to do if you are having problems with your neighbours

Everyone has the right to enjoy their home in their own way as long as they don't disturb others living nearby. A good neighbour tolerates other people's lifestyles.

However, sometimes, problems do occur. If you are having problems with a neighbour, try and talk to them about it if you can. If the problem continues, or you do not feel able to contact the person causing the problem, please contact your estate office. We will aim to respond to all complaints within 24 hours or within 20 minutes, where resources permit, if the nuisance is occurring at the time you contact us during office hours.

What will happen?

Your housing manager will fully investigate the complaint. They will ask you questions to find out the cause, what has happened, for how long and how often the nuisance happens. They will decide with you the best way to deal with the problem. They may decide to visit the person concerned, arrange for someone to work with you and them to resolve it (mediation), or take legal action.

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

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

What if the problem is outside office hours?

You need to telephone the Emergency Out of Hours service on 020 7286 7412. Depending on the circumstances, they will advise you to contact the Police or the council's 24 hour noise team (see below), or they will contact the local CWH duty officer for advice, as necessary. The Emergency Out of Hours service will log the details of the complaint and pass them to the area office the next working day, for any follow-up action.

In an emergency always dial 999.

Noise nuisance

If the problem is noise nuisance, you can contact the council's 24 hour Noise Team on 020 7641 2000.

They provide a 24 hour service and aim to respond to all calls within 45 minutes. The team can serve legal notices and can obtain warrants to seize equipment such as loud speakers.

Health, safety and security in your home

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

Fire safety

Smoke detection

All CityWest Homes' properties are fitted with smoke and heat detection – your housing manager will show you how to test your smoke detector as part of your welcome visit.

You should test your alarm weekly by pressing the test button and gently run your vacuum cleaner nozzle over the alarm every month to remove dust.

If your alarm(s) do not work when you press the test button or it starts to beep, this means there is a fault. Please report the fault immediately to the CityWest Homes repairs call centre on 0800 358 3783.

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

Fire exits and secondary means of escape

Most properties only have one way in and out, your front entrance door.

A small proportion of flats have a second way out, called a secondary means of escape (SME) designed to provide you with an emergency escape route other than the front door, (for example, a balcony or linked walkway).

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

Dry risers

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

Using convector heaters

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

Security grilles and gates

You must not fit security grilles or gates to your front or back doors. The Fire Brigade advises that grilles can put you in danger as they make it very difficult for them to gain access in an emergency. If you are worried about security issues, your housing manager can advise you.

Storage of items in communal areas

Items stored in communal areas can cause obstructions and become a source of fuel for fire. The types of items that you cannot store in communal areas include chemicals, BBQs, candles, furniture, plastics, recycling and household waste, petrol vehicles, DIY materials and bicycles. We reserve the right to remove any item that poses a fire risk. For our full policy, go to www.cwh.org.uk/firesafety.

What to do if a fire breaks out in your home

All tenants are provided with a copy of the fire safety plan for their home as part of their welcome pack. If you do not have this information contact your area office.

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

If you have any questions or think that you may have difficulty in following the instructions on the notice, please speak to your housing manager.

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

Take these steps if there is a fire in your home

1. Everybody leave the room immediately and close the door.
2. Alert everyone in your home.
3. Do not try and put the fire out. Get out and stay out.
4. Make sure everyone has left the property and close the flat door after you.
5. Call the Fire Brigade on 999 giving clear details and the full address.

6. Do not try to go back in unless the Fire Brigade have said it is safe to do so.

If fire breaks out elsewhere in your building follow your building's fire strategy as detailed in the fire action plans

If a fire breaks out and you are unable to leave your flat/the building

1. Call 999 and inform the emergency services of your location
2. Stay in your flat until you can be evacuated safely by the Fire Brigade.
3. Close all doors and windows between you and the fire. Open other windows and call for help.
 1. If smoke or fumes enter your flat preventing your escape, close the door and place **wet** bedding or cushions around the door gaps to minimise smoke and fumes entering the room.

At all times remember

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

Gas leaks

If you think there is a gas leak, turn off the supply at the meter and call National Grid on 0800 111 999.

Do

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

Don't

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

Gas servicing

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

If you have a gas appliance make sure air vents are not blocked up.

Make sure you switch off gas fires in rooms where people will be sleeping as they pose a risk if they are left on overnight.

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

If you think that a gas appliance in your home is unsafe, call our repairs call centre immediately on 0800 358 3783 or if the office is closed, contact the Emergency Out of Hours Office on 020 7286 7412.

Do

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

Don't

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

Dangerous substances

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

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

Burst pipes and flooding

Make sure you know where the stopcock is in your property, in case you need to turn off the water in an emergency. If your water supply goes off for any reason, make sure all the taps are turned off and that you have not left plugs in any sinks or the bath. This prevents flooding when the water comes back on.

If you get a burst pipe:

1. Turn off the main stopcock.
2. Turn on the taps until the water stops running.
3. Flush the toilet.
4. Turn off the electricity at the mains.
5. Report the problem to the repairs call centre or if closed, the Emergency Out of Hours service on 020 7286 7412.

Security

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

Bogus callers

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

Concierges

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

Regular contact

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

Personal alarms

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

Asbestos

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

You should have received advice and guidance on where asbestos-containing materials may be found within your home as part of your welcome pack. If you do not have this important information, please contact your area office. Asbestos-containing materials are only dangerous if damaged or disturbed.

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

Please call our repairs call centre on 0800 358 3783 if any part of your property which may have asbestos-containing material is damaged.

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

Don't

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

Window safety

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

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

If you think your window restrictor is broken or defective please contact the repairs call centre on 0800 358 3783. If you need advice on how to use it properly, contact your housing manager.

Common parts safety

Please report any defects such as broken windows, uneven steps or other hazards to the repairs call centre. Regular inspections are carried out to common parts of all our estates but please tell us if you have a concern.

Balcony safety

If your home has a private balcony, please ensure you report any damage or defects to the balcony balustrading, railings or glazed or non – glazed panels immediately to our repairs call centre on 0800 358 3783.

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

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

Estate services

Cleaning

Your area office is responsible for making sure that internal common parts of buildings and external common areas of estates are kept clean and tidy to residents' satisfaction and that cleaning is carried out in a safe and efficient manner. The service comprises:

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

Grounds maintenance

Your local area office is responsible for making sure that the estate's grounds are well maintained following good horticultural practice and are pleasing to look at.

The scope of the work includes:

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

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

Tree maintenance

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

CityWest Homes does not carry out any work to trees in a leaseholder's garden as these are deemed to be the responsibility of the leaseholder.

To enquire about tree maintenance, please call 020 7245 2092

To report a tree problem, please call 020 7641 5380

Rubbish disposal

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

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

To enquire about arrangements for your estate or block, please contact your area office.

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

Do

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

Don't

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

Your rubbish is collected by the council's waste disposal contractor.

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

Parking

Your local area office is responsible for agreeing the parking regulations on your estate. It is likely you will need a parking permit and there may be waiting lists for these and for individual spaces and garages.

Please note if you wish to rent a parking space or garage you will be required to provide proof of car ownership. You must also have a clear rent account. If your account does go into arrears, we may take action to repossess the garage or parking space. Please follow the estate rules for parking as you could be fined or clamped if you don't.

Registered disabled

If you are registered disabled with Westminster City Council, we may be able to give you priority for a free space or garage. Please tell your local area office when you apply for parking.

Pest control

The council's pest control team can treat your home for rats, mice, bedbugs, tropical ants and cockroaches. There is also a programme for treating pests like these in some areas where there is a particular problem.

Please remember that although we will treat the pests, we will only carry out preventative repairs, such as blocking up holes, if you are a council tenant. If you own your property, this will be your responsibility.

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

Local management agreements

In some areas, residents have taken over responsibility for arranging the contracts for providing one or more of these services. These are known as 'local management agreements'. If you want further details, please see section nine.

Compliments, complaints and accessing information

Complimenting us

Have you been pleased with our service? If so, we would be delighted to hear from you. We expect all our staff to provide a consistently high level of service but if a particular service or person has impressed you, please let us know by contacting the service improvement team on the contact details below or online at www.cwh.org.uk/complimentsform.

Making a complaint

If you find that there is any part of our service that you are not entirely satisfied with, please let us know. Here is how you can make a complaint and how we try to resolve it.

Local resolution

If you feel that some part of our service has failed, you can contact your local estate office and the team will try to resolve the problem locally within two working days.

Complaint

If you are unhappy with the local response and would like to escalate your complaint please contact the service improvement team who will arrange for your complaint to be investigated by the appropriate head of service and a resolution will be offered in seven working days.

Review

If you remain unhappy you can request that your complaint is reviewed. All requests for a review must be made within 6 months of you receiving the response to your complaint. To do this you should contact the service improvement team.

You will receive a written response from a director within ten working days.

If you remain dissatisfied after the review stage you can make a complaint to the Housing Ombudsman Service. Their contact details are:

Housing Ombudsman Service

81 Aldwych

London

WC2B 4HN

Tel: 0300 111 3000

Fax: 020 7831 1942

Email: info@housing-ombudsman.org.uk

For more information visit their website www.housing-ombudsman.org.uk

For any advice about making a compliment or complaint, please contact:

CityWest Homes service improvement team

21 Grosvenor Place, London, SW1X 7EA

Telephone: 020 7245 2060

Email: serviceimprovementteam@cwh.org.uk

Customer satisfaction

Alongside our service excellence programme, we carry out a number of surveys to make sure you are satisfied with our service and identify areas for improvement.

This includes a new tenant survey which asks you how well you were treated during your sign up with us. You'll receive this within a month of you starting your tenancy.

Other surveys include:

- An annual customer satisfaction survey to all residents.
- A repairs survey after you have had a repair recently completed.
- A major works survey after major works have been recently completed in your area.
- A complaints survey after you have made a complaint.
- A new tenants survey.
- An anti-social behaviour survey once your case is closed.

Access to information

You have the right to see the information we hold about you and your tenancy. If you would like access to the personal information held by CityWest Homes and/or Westminster City Council, you can apply to the data protection officer at the address below or ask your housing manager for a 'Subject access request form'.

The Data Protection Officer

Westminster City Council
101 Orchardson Street
London NW8 8EA

There is a charge of £10.00 for this service.

Data Protection and Information Sharing

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

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

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

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

Freedom of Information Act 2000

The Act provides a general right of access to recorded information held by public bodies such as CityWest Homes. You can request recorded information that we hold, and unless one of the exemptions in the Act applies, the information will be released, if held. More information on the Act can be found at www.cwh.org.uk/foi/.

CityWest Homes already makes a large amount of information available using a number of methods. Before making a request under FOI, it is important to check that the information is not already available to you. Please check the CityWest Homes and Westminster City Council websites following before proceeding with your request.

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

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

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

You can make the request in the following ways:

- By email to info@cwh.org.uk
- In writing to:
Governance and Company Secretarial Team
CityWest Homes
21 Grosvenor Place
London SW1X 7EA
- Or by contacting your local area office.

CityWest Homes Single Equality Scheme

We recognise and value the diversity of our residents and staff and seek to eliminate discrimination and promote equality.

CityWest Homes has duties under the Equality Act 2010 as an employer, service provider and procurer of goods and services.

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

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

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

Our Single Equality Scheme shows how we will meet these duties. You can read it or listen to the audio version on our website

Resident involvement

Getting Involved

We like to work with you to improve the service that you get. We offer advice and support to help you get organised. There are many ways you can get involved. We value diversity and encourage all residents to get involved in mainstream participation and consultation initiatives.

Residents' associations

Residents' associations are an important way for residents to get involved in the local housing service and community. They tell us about issues affecting their area and are a vehicle for formal consultation on things like policy changes and new initiatives.

Village panels

Village panels are made up of residents from a particular village who meet regularly with their village manager to discuss housing management and local issues, for example, repairs. The members of the village panels are often representatives from residents' associations, but can also come from local tenant management organisations or community groups.

Focus groups or sounding boards

A focus group or sounding board may be set up if there is a specific project to deliver or an issue or policy to be considered or if there are no Residents' Associations in the area.

Residents' Council

The Residents' Council is made up of residents who have a keen interest in strategic matters such as national and local housing policy or CityWest Homes and Westminster City Council strategic aims and objectives. This Council has a strong link with the CityWest Homes Board.

The Council is made up of between eight and sixteen residents who are recruited through a selection process.

Residents' Area Panels

Our service is split into four distinct areas: north, west, central and south. Each area has a group of local residents, called Residents' Area Panels, who monitor and scrutinize the service and suggest where improvements can be made. Each Residents' Area Panel is made up of between eight and sixteen residents who are recruited through a selection process. The Panels report to the Residents' Council.

Consultation

You have the right to be consulted under s105 of the Housing Act 1985 on all changes to how we deliver the housing management service that are likely to substantially affect tenants as a whole or a group of them. This includes changes to management, maintenance, how we provide services, improvements to and demolition of properties, and changes to policies. We sometimes do this via your resident representatives or we may consult you directly depending upon the level of change. For instance if there is a change of policy we would normally consult resident representatives but the change would affect all tenants. If we were carrying out work to your home, we would consult you directly.

Capital Programme consultation

We will tell you about our plans for large scale works well before they start. We will do this by using a range of methods that can include sending letters, arranging drop-ins, surgeries, public meetings and we sometimes offer opportunities to see examples of the work. We do this to make sure that you know what works are being planned, how they could affect you and make sure that you have an opportunity to ask any questions that you have.

Working with CityWest Homes you will also have opportunities to view the specification for the work and to choose the contractor.

Sometimes we will ask you your views on things like paint colours, finishes, window designs or types of flooring and we will select what the majority prefer.

Ways to directly manage your housing service

Tenant management organisations (TMO)

A TMO is a resident-led organisation set up by residents to take over part or all of the management of your block or estate. There are currently 10 TMOs in Westminster, managing just over 1,551 properties. Our largest TMO manages 561 properties our smallest just 78 and they manage a range of services such as day-to-day repairs, cleaning, grounds maintenance, general housing management and antisocial behaviour.

Local management – Cashback agreements

This involves working with your neighbours to run a service such as cleaning and gardening in your area. We pay the residents' group what it currently costs CityWest Homes to carry out the service. The residents who do this normally make savings, known as cashback and this money can be reinvested in your block or estate as decided by you and your neighbours.

Go it Alone schemes

This scheme involves working with your neighbours to carry out minor repairs or internal / external painting and redecoration to the communal areas of your house or block. This is normally restricted to small houses or blocks of less than 10 flats.

Find out more

To find out more about how you can get involved with your local housing service or community, including local events and resident training, contact the resident engagement and opportunities team on the details below.

CityWest Homes resident engagement and opportunities team
21 Grosvenor Place, London SW1X 7EA
Telephone: 0207 245 2350
Text: 07781 472821
Email: residentrelations@cwh.org.uk
Website: www.cwh.org.uk/gettinginvolved

Moving or buying your home

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

Transfer schemes

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

You can get a transfer application form for any of the following schemes from your housing manager or the Housing Options Service.

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

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

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

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

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

Cash incentive scheme for Secure Tenants only

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

Family homes: you move to a smaller home with fewer bedrooms

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

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

Moves outside Westminster

Information about housing mobility scheme outside Westminster can be obtained using CityWest Homes' website www.cwh.org.uk/tenant-services/i-am-a-tenant/moving-home/ or by contacting the Housing Options Service on 020 7641 1000.

If you are interested in moving outside London, please visit www.homefinderuk.org

Exchanges

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

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

You can look for an exchange partner by registering with either HomeSwapper or House Exchange, which are nationwide mutual exchange agencies. To register, visit www.homeswapper.co.uk or www.houseexchange.org.uk. If you have any difficulties registering online, your area office will be able to help you.

There are certain circumstances when we can refuse permission for an exchange to take place. The main reasons for refusal are:

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

If you are a secure tenant and exchange with another social housing tenant in Westminster, you may be entitled to a cash incentive payment if you are under-occupying your home by one or more bedrooms and swap with a tenant who is overcrowded and will not be under occupying after the move.

For full details of the operation of the scheme and the list of conditions please ask at your area office.

Housing for older people

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

For more information, go to www.cwh.org.uk/olderpeople or www.westminster.gov.uk/housing-options-for-older-people

Choice based lettings

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

Applicants are given points for their needs and the bidder with the most points gets the property. If you would like more information, please contact the Housing Options Service or your housing manager.

Buying your home

Right to Buy

If you have been a public sector tenant for five years, you may have the right to buy your home. Your family members may be able to share in the purchase. This includes registered civil partners and same sex couples living together as if they were civil partners. You get discount on the price depending on how long you have been a tenant, up to a maximum of £103,900. This amount is decided by the Government.

Flexible ownership

This is a shared ownership option offered by the council to secure tenants who cannot afford the full right to buy price. You can buy a share of your home and pay rent on the remaining share. You can buy more shares in your home as and when you can afford it. For more information about buying your home, please contact lessee services

South and Central areas – South Area Service Centre, 137 Lupus Street, London SW1V 3HE
Telephone: 020 7454 2097 Email: lesseefrontline@cwh.org.uk

West and North areas - West area service centre, 155 Westbourne Terrace, London W2 6JX
Telephone: 020 7245 2099, Email: lesseefrontline@cwh.org.uk