

FALCON RURAL HOUSING

Introduction

Welcome to Falcon Rural Housing.

As a new tenant we hope that you will enjoy living in and looking after your new home.

This handbook is intended to help you to do this and contains information about the Association, your rights as a tenant and details about the house you live in.

You may choose not to read this all at once, therefore, it has been designed so that you can refer to the different sections as and when you need to.

If any of the information contained in this handbook, or indeed any of the information supplied to you by this Association is not understandable or has failed to include items that you feel are relevant, please do not hesitate to contact us at the office. We can then advise you and ensure that the information you require is supplied and your questions answered.

To the contact the Association our details are as follows:

**Falcon Rural Housing Ltd
Falcon House
3A South Street
Wellington
Somerset TA21 8NR**

Telephone: **01823 667343**

Fax: **01823 661726**

E-mail: **sam@falconhousing.co.uk**

Staff members are:

Samantha Southam – General Manager

Steve Hale - Housing Manager

Steve Dean – Finance Manager

Dan Chedzoy – Development & Maintenance Officer

Julie Redman - Administrator

Out of Hours Emergency Repairs telephone number is:

07976 484869

About the Association

Falcon Rural Housing (FRH) was established in 1985 as West Somerset Rural Housing Association Ltd. This was in response to the problem faced by local people of West Somerset of finding and securing suitable housing. The aim was, and still is, to provide good quality homes in the villages of the West Country at reasonable and affordable rents.

FRH will only develop housing in villages where there is a proven housing need and it works together with Parish Councils to ensure that the houses provided will be made available to people in need with an established local connection. At the present time FRH works principally in Somerset and Devon.

FRH is a not for profit making organisation run by a voluntary Management Board whose Members are drawn from all parts of Somerset and are interested in improving housing conditions. They receive no payment for the role they play apart from out-of-pocket expenses, such as petrol money.

FRH is registered with the Registrar of Friendly Societies and under the Industrial and Provident Societies Act (1965) on non-charitable rules. It is also registered with the Tenant Services Authority and Homes & Communities Agency (No. L3629) and the National Housing Federation.

The Association finances its developments by receiving some grant funding from the government (via the Housing Corporation or the Local Authority). This is usually around 40 - 50% of the total cost of a particular development. The rest of the finance needed is obtained through borrowing from established financial institutions (banks). The bulk of the rent charged by the Association repays these bank loans with any surplus being made from the rents being re-invested into developing additional housing, improving our existing stock and keeping rents as low as possible.

FRH - Mission Statement

The Association exists to provide affordable housing within West Somerset, Taunton Deane, Sedgemoor and Mid Devon areas.

It works closely with District and Parish Councils in order to ensure that its developments meet proven housing need and has the support of local people.

Further, where feasible, other community needs associated with housing will be addressed.

The Association will explore every opportunity to meet identified housing needs within affordability levels, and will endeavour to continue to improve the services it provides to its existing tenants.

Equal Opportunities Statement

Falcon Rural Housing has an Equal Opportunities Policy which covers all aspects of its operation including, who is housed, who is employed and which contractors are used.

The Association also includes a harassment clause in its tenancy agreement. In some cases this can be used to take action against tenants that are causing severe racial, sexual or other harassment to any tenants, their visitors, members of staff or contractors. In extreme cases this can lead to the tenant(s) being evicted from their home.

FRH wishes it to be known that it is an equal opportunities Association. This means that:

1. In the provision of housing services and employment of staff to provide its services, the Association will seek to ensure equality of opportunity and treatment for all persons.
2. No persons or group of persons applying for housing, for a job or for contracts with the Association, will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin or because of their religion, sex, physical ability or disability, appearance, marital status or sexual orientation.
3. In carrying out its equal opportunities policy, the Association will actively assist disadvantaged minority groups to benefit from its housing services.
4. It will seek to identify the needs of disadvantaged minority groups in its area of operation by establishing close relationships with those groups. FRH will ensure that these groups also have access to any relevant support from other agencies as is required.
5. As an employer, the Association will actively seek to employ staff from minority groups. Where necessary, it will provide them with special training facilities to enable them to compete or qualify for positions within the Association.
6. To help it fulfil its commitment to equal opportunities, FRH will collect and monitor records of the ethnic/racial origin of all those applying to it for housing and of those seeking employment from the Association.
7. In hiring contractors and other agencies, the Association will be mindful of its commitment to the equality of opportunity.
8. In the composition and operation of its Management Board, the Association will be mindful of its commitment to equal opportunities.
9. FRH's policies, procedures and practices will comply with the Commission for Racial Equality Race Relations Code of Practice, for the elimination of racial discrimination and the promotion of equal opportunities in the field of rented housing.

General Lettings Policy

The Association was first founded and still exists in order to help meet the housing need of people who live in rural communities and for whatever reason are unable to secure suitable accommodation locally because of their age, income or general lack of decent or affordable housing in the area. FRH will always give priority to people who have a strong local connection with a particular parish in which they wish to live and where our housing is located.

Most of the Association's houses are built on land that is governed by a Section 106 Planning Agreement. This means that properties developed within this Agreement will be let as a priority to people who have a local connection within the Parish and are in housing need. Once a particular need within a parish has been satisfied, the Association will then, and only then, consider applicants in housing need from adjoining parishes then moving outwards from the Parish in concentric circles until the vacancy is filled.

Tenancies will be offered upon consideration of the applicant's local connection, housing need, length of time already spent in unsuitable accommodation and access to alternative housing.

Falcon Rural Housing is a partner in the Somerset Homefinder allocations process and consequently is expected to comply by the terms of its allocations procedure. However, all of our properties let through this mechanism are advertised stating that a local connection is required for any applicant who puts themselves forward for a vacancy. As a result of this Falcon will reject any such applicant who does not meet the required local connection.

Complaints and Grievances

FRH will always endeavour to provide you with an excellent level of service and regularly monitors its performance in an attempt to ensure that this remains so. Nevertheless, should standards of service fall below a level you deem acceptable, we recognise that you may wish to register a complaint with us. For example,

- If we have done something wrong;
- If we have not done something that we should have done;
- If you have not been treated in a civil or professional manner.

Generally, our preliminary advice to you is to first report any problems or queries about the quality of our service directly to the office. Our staff will then attempt to rectify the particular problem immediately.

If, however, you feel that this first approach has not been dealt with satisfactorily, you may then use the formal complaints procedure. This process is as stated below and must be followed exactly as stated. Failure to do so or missing one of the set stages may result in the complaint being deemed as invalid.

Stage 1.

A written complaint stating the full nature of the matter must be sent to the General Manager. The General Manager will then investigate the case. You can expect an answer to your complaint within 3 working days of its initial receipt at this office.

Stage 2.

If you are not satisfied with the answer you receive or the complaint has not been dealt with to your satisfaction, you will need to write to the Chairman of the Association. This letter can be sent c/o the office at Falcon House and should be marked private and confidential. The name of the Chairman can be obtained upon contacting the office.

Once again the letter must include an explanation of the initial complaint and reasons as to why you are not satisfied with the outcome to date. The matter will then be investigated and a response to your letter will be issued to you within 10 working days.

Stage 3.

If once again you are still not satisfied after this investigation and response, you can request that the matter be referred to the Board of Management who will consider all aspects of the case and come to a decision. You will be invited to put your grievance personally to the Board and given at least 10 days notice of the date of the hearing. You will then be informed of the Board Members findings and decision within 3 working days of the meeting.

Stage 4.

If you still remain unsatisfied after completing the above procedures, you have 3 further options open to you:

- To take legal action against FRH for failure to redress your grievance;
- To request that the Association put the matter before an independent arbiter, the choice of whom would need to be mutually agreed between you and the Association.

- To ask the Independent Housing Ombudsman to investigate your complaint on your behalf. Please remember, however, that the Ombudsman Service will not question what FRH has done just because you do not agree with it. There must be a complaint where something went wrong and injustice was caused to the person who is complaining. The Ombudsman Service will not look at your case unless you have first gone through the whole of the Association's Complaints Procedure.

Please note that FRH is bound by any decision arrived at through this appeals process.

Help with making your complaint.

Please do not be frightened of making a complaint directly, in person, to this office. All complaints are dealt with in strictest confidence. However, if you would prefer to have your complaint dealt with by (or with the support of) a friend, solicitor or other advocate, this is perfectly acceptable as long as you make it clear from the outset that the person or organisation you chose is authorised to represent you. We will also require written confirmation from you stating this along with your consent to discuss the matter with them directly.

If you do require help with a complaint we would suggest you contact organisations such as:

- Citizens Advice Bureau
- Shelter
- Your local Law Centre
- Your local authority Councillor or MP
- Your local housing aid centre.

Finally, we urge tenants or representatives of, not to make anonymous complaints to this office as we are not able to respond to them.

Once again, the need to make an anonymous complaint should not tend to arise as we cannot stress enough that all complaints made to this office are in the strictest of confidence and your name will not be disclosed to any other parties.

Your Tenancy

Assured Tenancies

All housing association tenancies created after 15 January 1989 are "assured tenancies". This means that all tenants under this Tenancy and under the Secure tenancy (tenancies that commenced before 15 January 1989) have security of tenure. This ensures that the Association can only end the tenancy by obtaining a Court Order for possession of the premises. The grounds for obtaining such an order are for such incidents as non-payment of rent, severe harassment and severe breaches of the Tenancy Agreement.

Unfortunately, it must be pointed out that this security of tenure does not apply to those of you that have Assured Shorthold Tenancies.

Tenants Rights

The Housing Act 1988 gives you certain rights in respect of your tenancy. These rights and what they means are listed below:

1. The right to be consulted.

The Association accepts its responsibility to consult tenants on matters that might affect you and to take your views into consideration. For example, when improvement works are planned for you home, we will seek your views by writing, telephoning or visiting you to explain the proposals. Similarly, tenants will be consulted over any major changes in maintenance or management procedures or practice. This could be done by home visits to you or public meetings being held. The right to consultation also covers any changes the Association wishes to make to your Tenancy Agreement. In this particular case, once the consultation has taken place, your written consent to amend the Agreement would be required. (This does not apply to changes in the amount of rent or service charges payable by you.)

2. The right to transfer your tenancy to a successor if you die.

As an Assured Tenant, if you die, your spouse (husband, wife or partner) has the right to succeed to the tenancy.

If you do not have a spouse, no one else has the right to take over your tenancy. However, FRH may look to pass the tenancy on to a close relative or partner as long as they have been in residence with you as their only main home for a minimum of 12 consecutive months prior to your death. A close relative is defined as a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. It also includes step-relatives.

If there is more than one person who may qualify under the discretionary succession i.e. a person other than the spouse, to succeed the tenancy, they

must decide between themselves who takes it on. If, however, they are unable to agree, the Association reserves the right to decide.

People wishing to exercise the right to succession must apply, in writing, to the Association. The right of succession applies only once. Once a tenancy has been succeeded there is no further right for anyone else. Nevertheless, it is the Association's policy to treat such cases sympathetically. If you are worried about who will have your tenancy in the event of your death, and would like to talk to someone and clarify the position, please do not hesitate to contact the office who will be pleased to advise you on the subject.

3. The right to take in lodgers or to sub-let part of your home.

A lodger is someone who lives with you as part of your household but does not have exclusive use of any part of your home and that you may provide with additional services apart from the room you rent them, like preparing meals or cleaning the room.

You have the right to take in a lodger at any time providing you inform the Association in writing of their name, sex and age. This enables us to ensure that you are not overcrowding your home.

Sub-letting is where you let a specific part of your home to someone. They will probably have their own room and may use the kitchen or bathroom but will look after themselves entirely separately from you and your regular household.

You may sub-let part of your home at any time, but must get the Association's permission in writing beforehand. We will normally give permission, unless it will cause overcrowding or if improvement works are to be carried out in respect of your home and may affect the accommodation of the sub-tenant.

Please remember that you can only sub-let part of your home. If you sub-let the whole of the premises, you will lose your right to security of tenure, except in very special circumstances.

If you do decide to sub-let part of your home, or take in a lodger, you must notify the Local Authority's Housing Benefit office if you are in receipt of housing benefit. You must also remember that you are entirely responsible for the behaviour of your lodgers and sub-tenants. Furthermore, the Association will not be responsible for re-housing your tenant should you wish them to leave or you decide to vacate your home.

4. The right to repair.

FRH is under obligation, as written in your Tenancy Agreement, to keep your home in good repair and to ensure that it is safe for you to live in. It is our responsibility to maintain the structure of the building and to keep the plumbing, heating and electrical systems in proper working order. ***(This is explained further in the section Repairs and Maintenance.)***

Once you have reported a repair or maintenance item, and it affects your health, safety or security, the Association has a duty to carry out the works necessary within a set timescale. If the Association twice fails to carry out the works within the set time, you may be entitled to compensation. There is a flat rate award of £10.00 plus £2.00 per day up to £50.00, for each day the repair remains outstanding. In some cases, however, it may arise that the repair cannot be

undertaken in the timescale due to parts being delayed. The Association will endeavour to keep you fully up to date regarding these rare situations.

Further, in some circumstances you may have a common law right to get repairs done and withhold the cost from your rent. However, before you ever attempt this course of action you should take legal advice to ensure that by doing so you are not in breach of your tenancy agreement and as a result could lose your tenancy.

5. The right to exchange your tenancy by deed of assignment.

This is the right for you to swap your tenancy with tenants of another Housing Association or Local Authority. This is instigated and arranged between the tenants wishing to exchange homes and is normally approved. Applications to exchange can only be withheld in certain circumstances. ***The full details of how to exchange your home are given later in this leaflet under Moving Away/Moving Home.***

6. The right to information.

Falcon Rural Housing, like all housing associations, maintain records and databases of all the people that have applied for housing and those who are already housed by the Association. This information is held under the Data Protection Act 1984 and is not disclosed to anyone other than authorised agencies and organisations, members of staff or the actual tenants concerned. If any other person requires information about you, the Association will first ask you for your written approval.

If you would like to know what information the Association holds about you or your tenancy, you should contact the office of FRH who will make the information known to you. Obviously, we are unable to disclose anything that has been given to the Association in confidence, but we would otherwise be happy to arrange for you to inspect the information held.

7. The right to make improvements to your home and to be compensated for the improvements you have made.

You have the right to make improvements to your home, but you must first gain the Association's permission in writing before any works commence. Each application will be considered on its own merits and could include works such as fitting a new kitchen or bathroom. Works that would potentially make your home less safe, reduce its value or adversely affect other tenants will not be given consent.

The Association cannot unreasonably refuse you permission to carry out improvements, but may make certain conditions on the works taking place, such as, the works must be carried out by a professional and that you are solely liable for the upkeep and maintenance of any improvement you make.

If you decide to leave your home, in some limited circumstances, the Association may be willing to make a compensation payment to you for any improvement works you have carried out. In these cases the improvement must have been carried out with the prior approval of the Association and it must have increased

the rental value of the property. Payments (a proportion of the initial cost) will then be made based on the condition of the improvement, the length of time it has been in situ (this allows for wear and tear) and the receipts/guarantees that are provided with the works.

Please note that any monies outstanding to the Association will be deducted from any compensation payment made.

It must also be noted that the right to compensation for improvements does not apply if you are mutually exchanging your home with another tenant or if the Association is repossessing the property.

8. The right to make complaints.

If you have a complaint about the way in which you have been treated or about the service you have received from the Association, you must use the complaints/grievances procedure. ***The full procedure is set out in the section - Complaints Procedure and Grievances.***

Joint Tenancies and The effects of a relationship breakdown

It is the policy of FRH to allocate houses on joint tenancies wherever appropriate. If you have a joint tenancy it means that both tenants have an equal claim to the tenancy as well as equal responsibilities. This means that if a breach of tenancy is committed by one of the tenants, both tenants will be held responsible for the demeanour.

Sole to Joint Tenancy - If you have a tenancy that is in one sole name and you wish to change it to a joint tenancy, there are various conditions that will apply.

Firstly, the person with whom you wish to share your tenancy must be a spouse (husband or wife) or any other person that has been living with you in the property for more than 12 consecutive months as their main sole residence.

When a joint tenancy is requested from a sole tenancy, the adding of a new name to an existing tenancy amounts to an act of 'novation'. This means that, in effect, a brand new tenancy is being created. It is due to this creation of a new tenancy that it becomes essential that there is no rent outstanding on the tenancy at the date it is to be changed to joint names. It is therefore the Association's policy not to add a joint tenant to the tenancy unless the rent account is completely clear of arrears.

If you wish your tenancy to be changed from a sole name into joint names, you must contact the office and the Association will issue you a form for your signature. If your rent account is clear, the tenancy will usually be amended straight away.

Joint to sole tenancy - If you already have a joint tenancy there are only a limited number of ways that this can be amended to a sole tenancy.

Where a relationship breakdown occurs between two joint tenants it is down to the tenants to decide who will remain the tenant. If you are not able to do this, the

Association is unfortunately unable to decide for you. The only way it can be determined is through a Court Judge.

If this situation arises you must get in touch with your solicitor as soon as possible to commence with the legal procedure to determine who will obtain the tenancy.

If you are able to decide who will remain the tenant, the person leaving the property must end his/her part of the tenancy. This can be achieved by both tenants signing a " *relinquishment of tenancy* " form. If you need such a form, please contact the office who will be able to provide one for you. This form must then be signed by the person giving up their part of the tenancy to say that they are happy to do so. It must then be signed by the remaining tenant to state that they agree to take on responsibility for the whole of the tenancy.

If this form is not signed, even if one of the tenants is not living in the property, the tenancy will remain in joint names with both persons being equally entitled to the tenancy and jointly liable for the tenancy conditions and payment of rent.

If one of the tenants abandons the family home and refuses to give up the tenancy, the remaining tenant can remove the other person's name by ending the joint tenancy on behalf of both parties. This course of action, however, is not advisable unless you have talked the matter through with the Association. This is because by ending the tenancy, you cannot be sure that the Association will reallocate the tenancy to you - for example, there may be rent arrears outstanding or a homeless person needing accommodation that may have to take priority over you. In essence this is a very dangerous way of making a joint tenancy a sole tenancy as you could be making yourself intentionally homeless.

If you have any queries regarding any of the above or need clarification of what will happen to your tenancy in the effect of a relationship breakdown, or you would just like to discuss this matter in more detail, please do not hesitate to contact the Association. All enquiries will be kept completely confidential and impartial advice will be given.

Moving Away / Moving Home

Ending your tenancy

If you wish to end your tenancy, you must give the Association at least four weeks notice in writing. This letter must include a date by which you intend to leave the property and a forwarding address.

Your tenancy will always be ended on a Monday irrespective of the day that you actually move out. The Association will confirm the date for you on receipt of your letter.

All keys to your home must be returned to this Association by midday at the latest on the termination date. If your keys are not received at Falcon House by this time, the Association will be forced to change the locks on the property. If this happens you will be recharged the cost of this work - you may also be charged a further weeks rent.

FRH reserves the right to inspect your home before you leave (and again when you have actually moved out). At this inspection we will tell you if there are any works the

Association expects you to carry out to the property before you leave i.e. if any decoration work needs doing. If you leave without carrying out these repairs of damage or redecoration (if required) the Association will complete the works and recharge you the cost.

As a result of this, it is important that you leave the property in a good, clean and tidy condition. You should also ensure that you remove all furniture, property and rubbish. Carpets can be left if you so wish upon the approval of the Association. Once again, we will charge you if we have to remove any items left in the property or if we need to clean the property.

Before you move out you must remember to:

- Have your meters read by the appropriate service providers. If you do not do this, you may find yourself in the position that you are paying for gas, water or electric being used by the next tenant.
- Inform the Council Tax and Housing Benefit offices at your local council that you are moving.
- Make sure you advise your telephone company that you are moving.
- Give the Post Office a forwarding address so that mail can be redirected to you. The Post Office will charge for this service.

Please note that this Association will not forward any mail on to you.

As well as ensuring the property is in good condition when you leave, you must also ensure that your rent account is completely cleared and that there are no monies outstanding. If you leave the Association owing rent or any other monies, the Association reserves the right to request that a Debt Collection Agency attempts to recover any outstanding balance from you. Any money owed by you will then be recovered by the Debt Company on the Association's behalf.

Ways to move home.

Internal Transfer

If you wish to move to another FRH property, you should complete an application form. This can be obtained by contacting the office. Wherever possible, the Association seeks to enable its own tenants to transfer within its housing stock (local connection criteria permitting) prior to allocating to local authority nominees.

Internal transfers will not normally be considered for tenants that have outstanding rent arrears or a poor history of payment, or if their current home has not been maintained in a reasonable condition.

Transfers will also not normally be offered if the applicant does not fulfil the property to its potential, i.e. if they will under-occupy the property or it is not deemed suitable for their individual needs.

Please note that all of you who wish to transfer still need to be registered with HomeFinder Somerset. If you need help with doing this, please contact us immediately.

Mutual Exchange

As stated in the previous section "**Tenants Rights**", you have the right to swap your home with another tenant. Mutual exchanges are the easiest way of moving home.

The mutual exchange register for both the local areas and nationwide, can be found at your local council offices. This will list all of the people interested in exchanging their home with tenants in your area. It also gives details of their homes and a contact number. By looking at this list you may find someone with whom you wish to exchange.

You can also register yourself to be put on the exchange list of Homefinder Somerset. To do this you will need to contact your Local Authority who will send you the forms to register your home for an exchange on the Homefinder Somerset Website.

Once you have found someone to exchange with, you and your exchange partner must both contact your respective landlords and request permission to exchange. FRH will send you and the exchange tenant a form to enable you to apply to do this.

Permission to exchange can only be refused for certain reasons, for example, if the exchange would lead to serious overcrowding or under-occupation of either property or if you or the proposed exchange partner have rent arrears outstanding. FRH must also, in some cases, insist that the person with whom you wish to exchange fulfil its general lettings local connection criteria. If you are in any doubt about this, please telephone the office and we can advise you.

You must wait for written permission from this Association before you move. This permission can take a few weeks from your first application, as an inspection of your home will have to be made. Most importantly, both you and your exchange partner must be satisfied with the property into which you are exchanging. This is due to the fact that you take the property as seen, and if there is any damaged that has been caused by the previous tenant, for example a missing or broken door, you will be liable for putting it right.

Once you have written permission and you are happy to accept the other house, your tenancies will be 'assigned' (legally swapped) with each other by a Deed of Assignment.

Homefinder Somerset

Another way to look for a move to another housing association or council house is to apply to be registered on the Homefinder Somerset waiting list. In order to do this you must contact your own council and they will send you an application form. This is a new County wide scheme in which all housing associations and local authorities advertise their vacant properties and invite applicants to "bid" i.e. put their own names forward, for a property in which they would like to live. New vacancies are advertised weekly on www.homefindersomerset.co.uk website or at your Local Authority main office.

For more information about how this scheme works, please contact us here at Falcon.

Your Rent

The rent charged for your home

The rent charged by FRH is intended to reflect the use and occupation of your home. All rent collected by the Association may be used to cover such items as:

- Management and repair costs
- A sinking fund provision for major works in the future
- Loss of income on empty properties and rent arrears
- Contributions towards the mortgages raised by the Association to enable it to continue to develop and rehabilitate new properties

Since the 1988 Housing Act, the Government has required all housing associations to look at their rents carefully, mainly because less Government funding is available and we have to rely more heavily on our own sources of income to meet costs. The Government expects the Association to keep its rents affordable.

How your rent is calculated

From the 4 October 1999, FRH changed the way in which rents were calculated. This was due to the fact that the Association felt that there was not a big enough difference between the rent charged for the biggest of our properties and the smaller properties. In order to make the system fairer, we set up a rent points system of calculating the rent due. This means that the rent you pay reflects the type and size of property you live in.

As a result, the rent for your home is calculated on how many points have been allocated for certain criteria. A breakdown of how this is worked out will be sent to you whenever a rent increase is proposed. However, if you require one sooner, please contact the office who will be pleased to issue one to you.

Rents are reviewed annually by the Association (usually working on a 53 week year basis). By law the Association has to give you at least 28 days written notice of any changes to your rent. If you do not agree with the rent proposed you are given the opportunity of discussing it further with the Association. The 28 days also gives you ample time to refer the rent to a Rent Assessment Committee should you feel it necessary. This Committee will then assess your rent and your home and fix a market rent for your home that it feels you should be paying. Please remember, however, that there is a possibility that the Rent Assessment Committee could set a higher rent for your home than that set by the Association.

Service Charges

Service charges pay for any extra services or facilities that you share with your neighbours, such as communal gardening, communal cleaning or lighting. If you do not have any extra shared services, you will not have to pay a service charge.

The amount you are required to pay covers the actual cost of providing these services. The services and costs should be set out in your tenancy agreement.

All service charges are constantly being monitored by the Association. This is so that we can assess whether or not the service charge reflects the amount of money being paid by the Association for the service, i.e. electric charges go up or maintenance contracts increase in price.

If you ever feel that the charge we make is too high you may wish to challenge the Association. In order for you to do this, you have the right to see a summary of the costs, and a copy of the accounts on which your service charges are based.

How to pay your rent

The rent for your home is due to be paid weekly on a Monday.

If you wish to pay your rent on another day or fortnightly or even monthly - this can be arranged with the Association. Please remember, however, that fortnightly and monthly payments must be made in advance.

The Association provides you with a choice of ways in which you can pay your rent.

- Through the **BANK / STANDING ORDER** - if you wish to pay your rent directly through your bank account - please contact the office and we will send you a standing order mandate.
- With an **ALLPAY CARD** – Payments of cash or cheque can be made through any Post Office using an Allpay swipe card. Cash payments can also be made through any PayZone or E-Pay outlet (found in many convenience stores, petrol stations and newsagents).
- Through the **ALLPAY WEBSITE** – www.allpay.net. Click on 'Swipe Card Payments' and then choose the option 'More About Internet Payments', then follow the instructions. Further information on the Allpay System can also be found on their site.
- Through the **ALLPAY TELEPHONE SYSTEM** – Dial **0844 557 8321** and follow the instructions.
- Payment by **CHEQUE** - cheques can be sent directly to this office made payable to 'Falcon Rural Housing - please ensure that you write your name and address on the back of the cheque.
- By **CASH** - payments in cash can be made in person by visiting our Wellington Office. Do not send cash through the post.
- **HOUSING BENEFIT** - you can request that your housing benefit is paid directly to the Association instead of to you. This can be done by signing part of your housing benefit application form or by contacting the housing benefit office direct.

Help with your rent

If you are in receipt of any Government benefits or have a relatively low wage coming into your household, you may be able to claim Housing Benefit to pay some or all of the rent for you. You may even be entitled if you have savings.

If you are in doubt as to whether you would qualify - claim anyway. The worst that the benefits office can say is that you are not entitled and therefore you will be no worse off than if you had not claimed. You never know, you may be entitled to some help - even if it is only a small amount.

If you wish to claim Housing Benefit, telephone your local council who will put you through to the benefit office.

When applying for housing benefit you can apply for the benefit to be paid directly to yourself or directly to this Association. The choice is yours to make.

Please remember that **you** are responsible for your housing benefit claim and making it on time. If you are issued with a form, return it to the council as soon as you can as housing benefit is rarely backdated. If you are waiting for information to put with your application such as wage slips, send these on at a later date - just get your form in to the benefits office and always ask for a receipt from the Council that they have received your form and on what date. This can prove invaluable if the form ever gets mislaid!

It must also be pointed out that you are also responsible for the following:

1. You must inform the housing benefit office of any change to your circumstances or changes in your income - these may have an effect on the amount of benefit paid towards your rent.
2. You must renew your claim every time the benefit office sends you a new form. Failure to do so may result in the cancellation of your benefit.
3. You are still liable for any parts of your rent not covered by housing benefit - for example heating costs or rent for a garage.
4. You have to pay any part of your rent that is not paid by housing benefit and make up any shortfall as a result of an overpayment of benefit being recovered from you. You will always be advised by the benefits office and this Association if there is a shortfall and hence what you should be paying.
5. If your housing benefit is ever cancelled, for whatever reason, you are liable to pay the full rent due in respect of your home.

Difficulty in Paying your Rent / Arrears Actions

If you ever experience difficulty in paying your rent you should contact the Association immediately. Our staff will then advise you if there are any benefits that you can claim or will help you make a payment arrangement to make it easier for you to control the debt. We will do our best to help you in any situation that arises that could cause you difficulty.

However, FRH is in no position to allow, and will not tolerate persistent rent arrears.

If you ever get into debt with your rent, please contact the office immediately it is brought to your attention. A payment arrangement can then be set up to enable you to clear the debt over a period of time.

If you do not contact the Association, or you do not attempt to clear the arrears or you do not keep to any arrangement made to pay the debt, the Association will commence legal proceedings against you and your tenancy. The procedure for this is as follows:

1. **A letter will be issued** to you stating exactly what the balance outstanding amounts to. This will request payment of the balance within 7 days of your receipt of the letter. If you are not able to pay the balance in full, you are invited to telephone the office to make an arrangement to pay the balance by instalments.
2. If the balance is not paid in full and you do not telephone the office, **a second letter** will be issued - once again asking for full payment. It will also warn you that should you not pay or fail to contact the office a Notice of Intention to Seek Possession of your home will be issued.
3. If the office is still not contacted and the amount remains unpaid **a Notice of Intention to Seek Possession** will be issued. This Notice is the first stage of the legal steps that the Association can take to repossess your home. The Notice will be delivered to your home by an Officer of the Association who will explain the legal process to you in more detail and make an arrangement with you to clear the arrears. The Notice remains valid for 12 months - if after the 12 months rent remains outstanding a new Notice will be issued.
4. If, once the Notice is issued you continue to fail to make the arranged payments and the rent arrears increase, the Association will take Court action in the form of **a Summons for Possession in the County Court**. This means that there will be a Court Hearing at which the Association will ask for a 28 day Possession Order. This will entitle the Association to have possession of your home within 28 days if you fail to pay the full amount of money due. This will also result in a **County Court Judgement** being issued against you which means that you will no longer be able to apply for credit (i.e. club books, credit cards or any hire purchase agreements etc.).

In some cases, the Court will suspend the Order for Possession. This is sometimes done when an arrangement has been made between you and the Association. If, however, you miss even one of the payments due, the Association can then re-apply to the Court for **a Warrant for Possession** to evict you. The Court will then give you a date by which you have to leave your home. On this date a Court Bailiff will attend your home. Any furniture or personal effects left in the property after the **eviction** will be placed in storage for 28 days. The cost of this storage must be paid by you before you can collect your goods. If you do not collect your belongings within 28 days the Association reserves the right to either sell them at auction and the money raised credited towards the outstanding balance or they will be disposed of in whichever way the Association feels fit.

Please note: If, in the event you are ever evicted from your home by this Association for non-payment of rent, your local council is not obliged to re-house you as Statutory Homeless. This is due to the fact that being evicted for rent arrears could deem you as "Intentionally Homeless" and therefore the local authority would have no duty to re-home you or your family.

It is imperative that if you ever have any difficulty whatsoever in paying the rent due from you, that you let the Association know about it. By advising us of any potential problems, you can help alleviate the possibility that the Association may take the action specified above should you ever stop paying your rent.

Repairs and Maintenance

Whose Responsibility is it?

The Association's Responsibilities

The rent you pay includes a contribution towards the cost of repairs and maintenance to your home. Your Tenancy Agreement sets out exactly which items the Association is responsible to maintain - these are listed again below for your reference.

It is the tenants' responsibility to report all repairs to the Associations office (as stated in the Tenancy Agreement) and not approach the Contractor direct. The Association will not cover any items listed below if they have been broken, damaged or neglected by you, your visitors or any third party.

The Association will maintain:

- *The structure and exterior of your home*, for example, dangerous walls, blocked drains, gutters and external pipes, tiles blown off and roof leaks
- *The gas supply* - **for all gas leaks, turn off the mains supply immediately, open windows, ensure all naked flames are extinguished, then contact the local Gas Board.**
- *Plumbing and electrical systems* - **In case of emergency turn off the mains supply immediately a problem occurs, then report the fault to the Association. ELECTRICITY AND WATER COMBINED IS EXTEREMLY DANGEROUS**
- *Baths, basins, toilets and pipes*, for example, burst pipes, leaks, faulty taps (not washers) flushing systems and blocked waste pipes or toilets (but only when the drain is blocked **after** the U bend). If the Association attends a blocked sink or toilet and the blockage is found to be as a result of something being put down the system by a member of your household or a visitor, you may be recharged for the cost of the call-out.
- *Heating and the hot water supply equipment* - for example, loss of your water supply, loss of heating and/or hot water
- *The security of your home* - for example, broken or faulty external locks on doors and windows, window catches and door hinges. Where a break-in has occurred at your home and it needs to be made secure i.e. a broken window that is usually the responsibility of the tenant, a police incident number must be obtained and given to the Association before we will attend.
- *Banisters, hand rails and stair treads*
- *Kitchen cupboards and work surfaces* - this only applies to cases of fair wear and tear or after a flood/fire where base units may be damaged

- *Fences, gates, locks and catches* - this will only apply if the aforementioned has been erected by the Association. You are liable for any fences etc. that you have erected yourself
- *Communal areas* – for example, the lighting, heating, alarm systems and cleaning of communal areas in flats.
- *Pathways, steps, hard standings* - this only applies to those that were in place when the tenancy commenced
- *The annual servicing of gas boilers and heating appliances*
- *Cyclical repairs* - for example, external decorations are usually carried out every 4 years, this can vary due to weather conditions and sites

The Association has a legal obligation to keep all of the above items in good repair.

Tenant's Responsibilities

The following repairs are **not** the responsibility of the Association and you are expected to carry out these yourself:

- All internal decorations and generally maintaining your home and garden in a clean and tidy condition
- Burst pipes (if caused by your negligence)
- Adjusting doors for carpets
- Sink/bath chains and plugs
- Cookers, refrigerators or any household appliance that was **not** supplied by the Association.
- Light bulbs and fluorescent tubes (including special effects light bulbs)
- Fuses
- Replacement batteries in appliances such as gas fires and smoke detectors
- Fences, gates, sheds and any other item erected by yourself
- Blocked sinks or W.C's (if the blockage is before the U bend.)
- Replacing broken glass in windows and doors
- Door bells (if not connected to mains electric or not installed by the Association)
- Curtain battens, hat/coat hook and rails
- All alterations to your home that you have asked permission to carry out at your own expense
- Any fault arising from any appliance which was provided by you
- Damage caused regaining entry to your home by yourself or any other person (unless it is a break in and you have a Police incident number)
- Replacement of any lost or broken keys

This list is not exhaustive - but if you are ever in any doubt over whose responsibility a repair is, please contact the office and we will advise you.

Requesting Repairs

FRH's aim is to provide an efficient and effective housing repairs service. All repairs are expected to be completed within a given time-scale (*as detailed later in this section*) and be of an acceptable quality.

Any orders for repairs that you telephone through to this office whether emergency, urgent or routine, are processed as follows:

Each telephone call or repair request produces a works order. The order is then given its own number and is produced in triplicate. One copy is sent to the Contractor undertaking the works, one is kept at the office for reference and one is sent to you. The order will show your details i.e. name, address and telephone number, so our Contractor can contact you directly to make an appointment for access, and all details of the work to be carried out. If any of these details are incorrect, please advise the office immediately.

When the works required to your home are completed the contractor will ask you to sign and date his copy of the repair order. This is done so that the Association can log whether the works were completed on time. In addition to this there is a small questionnaire asking questions such as, was the work completed satisfactorily? etc. at the bottom of the repairs copy that is sent to you. We would ask that you take a few minutes just to fill this in and return it to this office. Any comments you may wish to make will be of value in ensuring the continuing efficiency and effectiveness of the repair service

Every effort will be made to complete repairs within their priority and time scale. However, heavy workloads at certain times (e.g. severe weather conditions or parts not available) may disrupt schedules. If you have any doubts that your repair will not be completed within the time we set, please telephone the office and advise us so we can chase the contractor and advise you of the position and of any causes for the delay.

Please Note: If at any time the Contractor has made an appointment with you - you must keep the appointment. If access to your home is not granted as per an arranged appointment - and you have failed to contact the Association or the contractor, you will be recharged for all unsuccessful calls the contractor has to make. The charge of a missed appointment is £30.00 per occasion.

It is therefore imperative, that once an appointment has been made and you are unable to honour it, telephone the Association immediately. Appointments must be cancelled at least 24 hours prior to the appointment time.

What kind of repair is it?

There are 4 main kinds of repairs, **Emergency, Urgent, Day to day and Malicious or criminal damage**

Emergency Repairs:

These will be actioned immediately and your property will be made safe or the job completed **within 24 hours** (or usually less).

To report an emergency repair between 8:30 a.m. and 5:00 p.m. Monday to Friday, ring the Association's office on **01823 667343**.

At any other time when the office is closed i.e. bank holidays, weekends or evenings, please ring **BS Hardacre Ltd** on **01823 400464** or **07717 862303** who are our standby service.

Please remember you must only ring BS Hardacre Ltd if it is an absolute emergency – *BS Hardacre Ltd have also been given the discretion to decide whether they feel that the repair being reported is an emergency. They have also retained the right to refuse to attend any repair request that they do not deem as an emergency.*

If you do have the need to contact BS Hardacre Ltd, the Association asks that you telephone the FRH office as soon as it opens to advise us that you have reported a repair. This is so that we know exactly what works have been carried out by BS Hardacre Ltd and that we can monitor their efficiency (as we do with all our Contractors).

Emergency repairs include any situation where there is immediate risk of danger or injury to people, such as:

- *Gas leaks* – **turn off supply immediately, open windows, and ring the local Gas Board**
- *Serious electrical faults*
- *Burst pipes or leaking water tanks or boilers*
- *Loss of entire heating* in cold weather or where the tenant is elderly, disabled, chronically sick or has a child under 5 years of age
- *Roof leaks* (whenever practicable)
- *Fire damage* to electrics
- *Blocked WC* (where it is the only toilet in the property)
- *Dangerous walls or chimneys*
- *Flood damage* to electric supply or other mains services
- *Securing properties* (where there has been a break in and the lock has been smashed/damaged, a police incident number is required before this can be repaired)

It is stressed that emergency repairs service is for **genuine emergencies only** and the Association reserves the right to re-charge the tenant for a 'call out' if a repair is found not to be a genuine emergency.

Urgent Repairs

The following list below contains examples of Urgent Repairs and should be completed within **7 days of the job order being raised** (any delays to these repairs is usually caused by being unable to obtain relevant parts to complete the job).

For all urgent repairs ring the Association's office on **01823 667343** between the hours of **8:30 a.m. to 5:00 p.m.** Please give as much detail as possible of the works that need to be carried out.

- *Heating or plumbing problems* where health and safety are not at risk
- *Electrical repairs*
- *Door locks*
- *Leaking overflows*
- *Leaking roof*
- *Blocked drains*
- *Faulty taps*

Routine / Day to day repairs

For normal every day repairs ring the Associations office **on 01823 667343 between 8:30 a.m. to 5:00 p.m.** and give as much detail as possible of work that needs to be carried out.

These repairs are usually on a **28 day** timescale priority. Day to day repairs include non-urgent items such as broken gates or fences, failed seals on a double glazed unit or broken door furniture.

Malicious or Criminal Damage

Whenever either malicious or criminal damage occurs, a police incident number must be obtained before the repair is reported to this office.

We will not undertake any repairs for damage unless we are supplied with a Police incident number. Even in the case where an incident number has been obtained, the Association must be satisfied that the damage caused was not directly linked to the tenant in any way, i.e. damage caused as a result of a neighbour dispute or domestic violence etc.

Where the repair is found to have been caused by a domestic confrontation, visitors to the property, another third party or in any case that a Police Incident number is not given, the Association will **not** be liable for the cost of damage. If the Association carries out a repair and discovers that the works occurred as a result of a domestic incident or any other incident for which the tenants should be liable, the Association will recharge the tenant of the property for the full cost of any repair works plus any administration costs that have been incurred.

Rechargeable Works

Any damage caused by accident, misuse, abuse or negligence either by occupants of the property, visitors or even a third party are your responsibility (except in cases specified above).

The Association will not, therefore, carry out any works which are your responsibility. If, for whatever reason, you are not able to attend to a repair yourself, in some cases the Association will carry out the works for you at your request. However, you will be recharged the full cost of doing the works (an administration cost may also be added to the final cost). In some cases recharge payments may be requested in advance of the works taking place.

Another case in which repairs will be recharged back to the tenant will be in the event of a move from the property. *(This is explained fully in the section - Ending your Tenancy).*

One of the final recharges that the Association is forced to pass back to the tenant, is in the case that you miss an appointment with a Contractor. **The standard cost for a broken appointment is £30.00 for each time you fail to give the Contractor access to your home once an appointment is made.** It is therefore imperative that if for any reason you are unable to keep an appointment made with a Contractor that you let either the Contractor or the Association know at once. This one telephone call will save you £30.00.

Rechargeable works are set up under a Sundry Debtor system and the amount due is usually payable in full. If, however, you are unable to pay the amount in one lump sum, a payment arrangement can be made to pay by instalments.

If, however, you fail to pay any rechargeable amounts or make an arrangement to do so, the Association reserves the right to pass the debt on to an external Debt Collection Agency. (This is irrespective of whether or not you are currently a tenant.)

If you are ever unsure about what constitutes a Rechargeable Repair and whether or not you will be liable, please do not hesitate to contact the office and we can advise you accordingly.

Stock Condition Survey and the Long Term Maintenance of your Home.

FRH believes that one of the most important issues for the Association's future is to plan for the continued repair and maintenance of our housing stock.

You will be aware that much maintenance is carried out on a 'day to day' basis when you report faults to us.

You will also be aware that every few years we paint the outside of your home to protect it from the elements.

You may not be aware, however, that we also have a 30 year plan for major repairs to elements such as doors, roofs, kitchens, windows and the other main components of each property we own.

This plan has been produced from the undertaking of a careful Stock Condition Survey which was carried out in the winter of 2005. A budget projecting the costs of major repairs and improvements on a year to year basis was also produced as a result of the survey. This is reviewed each year and updated as necessary. A further detailed survey has just taken place in 2009 and the budget reviewed.

Such improvements to your homes may include double-glazing and improved central heating and hot water systems. None of the Associations properties are considered to be particularly poor and obviously we have a limited budget, but we do want to improve the quality of our housing where feasible.

In addition each property has an energy efficiency rating certificate and a copy of the certificate for any home is available on request.

If you ever have any queries or questions as to where your home fits into the major repairs and improvements programme, please do not hesitate to contact us at the office

Living In Your Home

Household Contents Insurance

FRH's insurance policy covers only the structure and the fixtures within your home. It does not cover your carpets, curtains, internal decoration or any of your personal items.

The Association understands that people have the right to decide whether or not to insure their belongings - some decide not to do so and that the risk is worth taking. However, fires, thefts or water damage may occur which often result in heavy personal losses. In circumstances such as these it must be understood that neither this Association, nor any other agency has any obligation to give you financial assistance or compensation. Therefore we would strongly recommend that all tenants insure their own possessions and internal decorations against fire, flood, theft etc.

If you suffer loss or damage which you believe is due to FRH's negligence, you should contact the Housing Manager immediately. Any claim must be put in writing to the Association and it will then be passed to the Association's insurers. If they are satisfied that FRH was at fault and is legally liable for the loss, they will settle the claim. If you are not happy with the decision of our insurer, you should proceed to use the Association's official Complaints Procedure (*For full details of the complaints procedure see the section Complaints and Grievances*).

Keys

FRH does not hold any spare keys for your property. When you take over the tenancy you are given all the keys in existence. It is therefore imperative that you have a spare key left in a safe place just in case that you are ever locked out of your home or lose your keys.

If you do lose your keys or lock yourself out you will have to get back in - and this will be at your own expense.

If, for whatever reason, you do not feel that the locks on your doors are sufficient, you are able to fit a stronger lock to the external doors of your property. Any request to do this must be put in writing to the Association. Permission will be given on the understanding that the locks are changed at your own expense. In addition should you ever vacate the dwelling, the new lock must either be left in situ and the keys given to the office or alternatively the original lock must be re-fitted to the property and the keys surrendered to the office.

Pets

You do not need permission to keep fish or one or two small caged animals or birds, but you do need written permission from the Association before keeping any other animal, such as dogs or cats. Permission is usually granted but on the understanding that your pet will be kept under control at all times. If you allow your pet to cause a

problem to your neighbours or any other person in the vicinity of your home, the Association may withdraw permission to keep the animal. If you do not then remove the pet from your premises we can take Court action against you for breach of tenancy.

Rights of Access

If an Officer, or someone working on behalf of FRH ever needs to enter your home for the purpose of inspecting the condition and state of repair we must give you at least 24 hours written notice that we wish to enter your home at a reasonable time.

The only circumstances in which the Association reserves the right to gain access to your home without your prior permission is as follows:

- If an emergency repair has been reported to us (i.e. water pouring under your front door) and we were unable to make contact with you. In the unlikely event that this would ever happen, the Association would try all means possible to contact you both prior to the entering of your home and after to ensure that you were aware of the situation; or
- If the Association had reasonable cause to believe that the premises or any person in the premises may be in danger.

If we ever did have to enter your home under conditions such as these, your house would be made secure before we left the property. It is exactly for situations like these that we keep as many contact telephone numbers for you as possible and ask that you advise us if you will be away from home for 14 days or more.

In all other circumstances, permission for us to enter your home has to be given by you - this includes for repairs etc. If, however, you refuse to allow access to a Contractor to carry out a repair or a routine service of a gas appliance, the Association can apply to the County Court for access to your home. A last resort measure such as this one will cost up to £180.00 in Court fees. These fees will be recharged and payable by you.

Parking and Unroadworthy or Untaxed Vehicles

The parking of cars and vehicles is one of the most common causes of neighbour disputes within Housing Associations. Almost all new build dwellings of FRH are now developed with at least 2 car-parking spaces each. However, parking problems are still a regular occurrence.

• Parking - General

Always ensure that you, members of your household and visitors to your home park with due regard to your neighbours at all times. Vehicles should only be parked in designated spaces and **never** on landscaped or unsurfaced areas.

Cars or vehicles should never under any circumstance block roadways or any vehicular access.

- **Unroadworthy vehicles.**

As stated in the Associations' tenancy agreement "*car parking spaces and roadways should be kept clear of any unroadworthy vehicles and other obstructions*".

Unroadworthy vehicles can only be kept for a limited time on the Association's property as long as written permission has been obtained. This permission will only be granted if you are not going to have to park elsewhere as a result of the broken vehicle obstructing your car park space.

Major repairs to cars and vehicles must not be undertaken on Association property other than routine repairs or servicing of your own vehicle or that belonging to a member of your household. FRH will not tolerate regular or on-going car repairs being carried out on its property - unless the Association has granted specific permission to do so.

- **Untaxed vehicles.**

Untaxed vehicles are permitted to be kept on your own car-parking space and for a limited period only. This again, is only if you are not forced to park elsewhere as a result of an untaxed car taking up your parking space. Where a communal parking area has an untaxed car parked in it, the Association will arrange for its immediate removal.

- **Caravans, Trailers, Boats and Commercial Vehicles.**

None of the above listed vehicles should be parked on the Association's land without written permission.

Gardens and Boundaries

If you have a garden, it is your responsibility to keep it tidy. Unkempt gardens are an eyesore and in some cases cause a nuisance. In severe cases the Association may arrange for a garden to be tidied and recharge the tenant the cost of such works. Any such charge will be dealt with under a sundry debtor account and will be collected as stated in the section – *rechargeable works*".

The Association will, in most cases, maintain any boundary fencing around your property that is its duty to do so. If you wish to replace fencing or have erected some yourself, you are responsible for its upkeep and not the Association. This is the same for any sheds or outhouses either erected by yourself or inherited from a previous tenant.

As with any alteration, you will need the Association's permission to erect a new fence or put up a shed or outbuilding. Just put the request in writing to the Association and as long as you have been given the relevant planning permission by the local authority (if required) and the works will not cause a nuisance to any neighbours - permission is not often refused.

If you are unsure as to which boundaries the Association or you are responsible for, please do not hesitate to contact us and we will endeavour to advise you.

- **Communal gardens**

If you have the use of a communal garden, along with other tenants, it is the Association's responsibility to maintain the ground. If, however, you would like to take

care of part or all of the garden area, please contact the Association. If it can be arranged without upsetting or causing annoyance to the other users of the gardens, we would be happy for you to do this.

Refuse and Dustbins

Untidy bin areas soon become a health hazard and can attract pests and vermin - it is for this reason that we ask that you keep them clean and tidy. It is your responsibility to provide a suitable bin for your household rubbish. You can help stop unpleasant smells by wrapping any rubbish in plastic bags before throwing it in the dustbin.

This Association also requests that you only put your rubbish out in front of your house on the morning of the refuse collection day. By putting it out the night before, you are running the risk of animals getting into any bags or containers and distributing the rubbish all over the area. If this happens, the dustmen will not pick this up and it will be your responsibility to do so. If you fail to do so, the Association can carry out this work but you will be recharged on a sundry debtor account.

Large items such as old furniture, fridges, cookers etc, will not normally be picked up by the refuse collection lorry. If you have items such as these that need disposing and you are unable to transport them yourself to the nearest dump, contact your local council who may be able to help you.

Running a Business from your home.

You cannot run a business from your home without first obtaining the written permission of the Association. FRH will only give permission if we are satisfied that the business has the relevant planning permission and will not in any way cause a nuisance or disturbance to your neighbours or anyone in the vicinity.

If you ever wish to run a business from home, please contact the Association and we can advise you if it will be acceptable to be carried out from your property.

Care and safety for your home

Fire Safety

To reduce the risk of a fire starting and spreading in your home:

DO NOT

- Use portable calor gas or paraffin heaters. Both of these are forbidden to be used in your homes as they are dangerous to you and your family and are the main cause of condensation problems in homes
- Air or dry clothes over or around unguarded fires or night storage heaters
- Leave chip pans unattended
- Hang paper or decorations around light fittings or bulbs
- Overload electrical sockets
- Remove, cover or dismantle smoke detectors or wedge open fire doors.

DO

- Buy a fire extinguisher and/or fire blanket
- Close all doors at night so a fire cannot spread easily
- Make sure you and your family know what to do in the case of a fire - and know all the escape routes
- Report suspected gas leaks immediately (**Tel: 0800 111 999**)
- Regularly check that your smoke detectors are working and have fresh batteries at least once a year.

IN CASE OF FIRE

- **Dial 999** immediately and ask for the **Fire Brigade**. Remember to speak slowly and accurately giving them your name and address and any other details you feel could be relevant.
- If possible, shut all doors and windows - especially in the room where the fire is.
- If you are unable to put out the fire, leave the property immediately and warn all other people in the building to do the same.
- Never use water on a fire involving electrical apparatus, fat, oil or spirits. Instead switch off the gas and electricity supply and smother the fire with a mat, coat or blanket.
- If you become trapped in a room by a fire outside and are unable to escape, close the doors and if possible place wet towels or blankets around any gaps. Open the window.

If, in the unfortunate event that a fire does break out, please notify the Association as soon as you are able.

Burst / Frozen Pipes

To minimise any possible damage to your home in the event of either a water pipe bursting or freezing, you should first make yourself aware of the position of the mains water stop cock for your home. In most houses it is usually situated under the kitchen sink.

If a problem does occur you should take the following action:

- Turn off the mains water supply
- Turn off your central heating system and boiler system if you have them
- Drain off your water system by turning on all the taps in the house until they run dry.
- Contact us at the office immediately so that we can get any repairs done

If you are going away from home, the following precautions should be taken:

- Turn off the electricity, gas and water at the mains
- If the weather is cold, you can prevent frost damage and frozen pipes by turning off the water and draining the water system by turning on the taps until they run dry. You should also leave the heating on low to keep your home warm.
- As in your tenancy agreement, if you are going away for more than 14 days, please advise the Association.

Damp and Condensation

A number of complaints are received each year that 'damp' is occurring in properties. This is not usually the case. Damp is where water finds its way into a property. It can only get in three ways:

1. A leaky roof
2. Water soaking through outside walls or around windows
3. Rising damp

A **leaky roof** is easy to see as you will notice water stains on your upstairs ceilings.

Water soaking in through walls can be because of cracking either to the render or cracking around bricks, again this is quite easy to spot.

Rising damp is a little harder to identify, but usually shows along a wall up to about 1 metre high, and you will see a line or a 'tide mark' along a wall. You may find areas of white dust on the wall - this is where the salts in the cement have dried.

Any of these forms of damp are very unlikely to happen, except perhaps, for example, damage to a roof caused by a storm. In addition all of our properties have a damp proof course, so rising damp is almost certainly not going to be a problem. However, in the rare event of any of these problems you must let us know as soon as possible so we can carry out the necessary repairs.

If you do think you have 'damp' in your home there is a much greater chance that what you have is the problem of **CONDENSATION**.

What Causes Condensation?

The three main factors which cause Condensation are as follows:

- Water vapour in the air - This is produced by normal living activities such as breathing, (an average adult person produces about 2 pints of water a day!) cooking, bathing etc
- Inside room temperature - This can be controlled with central heating
- Outside temperature - At the mercy of the elements

In the autumn and winter, when the outside temperature falls, it is the difference between the external temperature and the inside temperature that causes all the vapour in the air of the property to condense from air into water.

The coldest parts of your home are the windows as they have the most contact with the outside. It is for this reason that condensation forms on the inside of windows. When it reaches a certain level it will run down the window onto the windowsill and form pools of water.

Unless this is prevented you will find that as the moisture dries it will leave a black dust. This is mould. In bad cases of condensation the mould also shows on walls around the windows.

Can double glazing help?

Double glazing is an insulator. The gap between the two panes of glass prevent the outside cold air touching the glass on the inside. Thus, the temperature of the inside pane of glass is kept closer to the temperature of the room - however - this is not a perfect solution, and despite almost every window in every property owned by the Association being double-glazed we still get some problems with condensation.

How is condensation avoided?

A combination of heating and ventilation is the answer.

Today's building standards actually create homes that are almost completely sealed, compared to the older houses of the past with drafty windows and chimneys. All the vapour produced in modern homes can no longer find its way out. In order to combat this we have to introduce ventilation. This is usually in the form of trickle vents in the top of windows, and in some areas, i.e. kitchens and bathrooms we have to suck the vapour out with extractor fans.

It is in your interest to keep window vents open and to use the extractors provided. PLEASE let us know if these items do not operate and we will repair them.

Keeping a constant level of background heating will help. There is no benefit in turning your heating on when you are at home and off when you are out. This is very expensive and does not help avoid condensation.

The object of heating is not to warm the air up in the home but to heat up the walls of the home so they radiate warmth as well as reducing the cold areas of walls and reducing the chance of condensation.

In addition to this, it may sound strange but by keeping a house well dusted and clean will help prevent the mould if there is condensation. If there is dust on windowsills the condensation can form more easily into water droplets on the dust particles.

Finally, the circulation of air in a house can be hindered by having furniture or possessions stacked up against walls. (Particularly north facing walls which tend to be the coldest walls and therefore more prone to condensation) If the air can't circulate it can't get rid of the condensation. If you have a problem with condensation it may help to move your furniture and possessions to different places in the affected room until the problem is resolved.

Other than in extreme cases - a balance of heating and ventilation will totally avoid the problem of condensation. Where it does occur it will be almost entirely down to the life style and actions of the occupier.

If you have any problems with condensation, please do not hesitate to contact the Association and we will give you as much help and advice we can as to how to deal with the problem.

Nuisance and Complaints

Your home should be a place of safety and fulfilment, but for anyone who faces daily nuisance on the doorstep and in their neighbourhood, it can be a living nightmare.

Nuisance is a concern for landlord and tenant alike, but progress in resolving problems is often slow - often to the point that the tenant may feel that the landlord is not doing enough. This leaflet is to explain if and how FRH is able to deal with a neighbour nuisance, what possible steps it can take, what is not possible, and what you can do to help yourself.

What is a nuisance?

Nuisance may take many forms and is often broken down into the following groups:

- **Nuisance** - defined as the *"behaviour that unreasonably interferes with other people's rights to the use and enjoyment of their homes and the surrounding area"*. This covers matters such as loud music at night, failure to control dogs, repeated disturbance at night by rowdy tenants or their visitors. Nuisance can be distinguished from neighbour disputes in that generally, nuisance affects more than one household directly.
- **Anti-social behaviour** - defined as *"behaviour that opposes society's norms and accepted standards of behaviour"*. This can include criminal acts and less serious nuisance such as dumping rubbish.
- **Harassment** - defined as *"behaviour that deliberately intends to intimidate, dominate or harm one or more neighbours, members of their household, visitors to their home or a certain group of people"* Racial harassment comes under this heading.
- **Annoyance** - probably the most common form of nuisance, defined as *"behaviour which is an annoyance to, or inconveniences a neighbour, members of their household or visitors to their home"*. Examples of annoyance can be matters such as, the disagreement over parking, disturbance from a party, failure to keep a garden tidy, noisy neighbours during the day or even the self appointed "neighbourhood watch".

It must be pointed out that the liability for nuisance originally rests with the person committing the nuisance. However, where the nuisance originates from a particular household, i.e. by children, visitors, pets, it is the tenant of the property that is liable for the nuisance and action can be taken against them for nuisance committed by another person.

Please remember that you as tenant are responsible for anyone within or visiting your household. You are not only responsible for them whilst they are in your property, but also when they are outside your property and in the surrounding area.

Remedies for dealing with the nuisance

To produce an effective strategy for dealing with neighbour nuisance and annoyance, it is imperative that all parties work together to combat the problem. All parties include the complainant, the Association, the Police, the local authority, social services and so on. No complaint can be dealt with unless the complainant is willing to support any action that is taken.

There are many remedies that can be taken to help to alleviate certain situations. Below are detailed the most common forms of action and how they work.

1. *Avoiding the nuisance*

This may seem like an odd remedy to start, but by preventing the nuisance/annoyance occurring in the first instance makes living with your neighbours easier in the long run.

In order to accomplish this all you need to do is exercise common sense and common courtesy. If, for example, you are planning a noisy party, make sure your neighbours are invited - or at least warned that there will be noise and that it is a one off occasion. People are a lot more tolerant of noise if they know when it will occur and that it is not going to be a regular occurrence.

Make friends with your neighbours - you don't have to be best friends, in and out of each others houses every day, but by just being friendly makes it easier to resolve any problems if and when they arise.

2. *Talking / Communication of the problem.*

The first role of dealing with a nuisance or annoyance by one of your neighbours is to talk to them directly about it. In most nuisance cases, people have never even thought to speak to their neighbour about a problem. It is vital to get things off your chest early, while you are still rational. When approaching your neighbour it is important that you carefully plan what you are going to say, to keep calm and show respect for your neighbour and to tell them what the problem is politely and rationally suggesting possible solutions or compromises. Do not on any account go in with all guns blazing. This will only put someone immediately on the defensive and the problem more often than not will escalate from there. Always remember to attack the problem - not the person. For example, if your neighbour likes to mow his lawn at 7.00 a.m. on a Saturday morning, calmly tell him how it affects you: "I need to catch up on my sleep at the weekend. Do you think you could start a few hours later?" In addition, if you are able, choose neutral ground to confront your neighbour, such as a pavement or over a garden wall. If you march up to your neighbour's front door, he may well feel that you are invading his territory and as a result will be less likely to co-operate.

Please note that this Association will not get involved in any neighbour nuisance complaint unless you have first approached your neighbour about the problem in a calm and rational manner. If the neighbour refuses to co-operate with your requests or suggestions in the first instance, then the Association will attempt to intervene on your behalf.

3. Contact the Association.

If you have spoken to your neighbour and the problem still persists, the next stage is to contact the Association. In the first instance this can be done by telephone, so that officers can advise you of any other steps you can take to alleviate the problem. They will also advise you of any other organisations or agencies (such as the police, environmental health office etc.) that you can contact for further advice and assistance.

Upon contacting the Association we will provide you with the following information:

- An explanation of nuisance clauses in the tenancy agreements
- Advice on what constitutes nuisance behaviour and the "reasonableness" of your complaint
- Advice on what measures you, the tenant, can take
- Advice on what the Association can and cannot do to deal with the nuisance
- Advice on issues such as crime prevention, keeping pets, living in flats and what is expected as "reasonable" behaviour

It is important that if you do ask the Association for help, you have an idea of what you would like the Association to do. For example, you may wish us to write a letter to your neighbour stating the problem and requesting that it stops.

Please note that this Association will not take any action on your behalf unless you agree for it to do so and that any complaint made will always be treated in the strictest confidence.

In addition before any action is taken, the Association will ask you to put your complaint in writing - this is so that the Association can justify any action it takes on your behalf. If you will not put your grievance in writing the Association reserves the right to refuse to take any action against your neighbour.

You must also remember that by asking the Association to intervene, you may be making the problem worse and inviting your neighbour to make complaints about you - the retaliation method - this does not mean, however, that you should suffer in silence and do nothing. The Association encourages you to let us know if there are ever any problems - even if you do not want us to take any action - we will always log every complaint made. This will then build a picture of any alleged problems which can be used to justify any actions should the complaints persist.

4. Mediation.

Mediation can be an effective means of dealing with problems of nuisance and annoyance between neighbours.

Mediation is a means of conflict resolution. It is a service that helps people who are in dispute to talk face-to-face with each other about their grievances and to work out a mutually agreeable solution rather than have specific orders for behaviour imposed on them.

The mediation is usually facilitated by an officer of the Association but can, upon your request be carried out by an independent body or by a specialised mediation group.

The aim is to meet in a neutral place and to talk about, discuss and explore the reasons behind the conflict and to consider possible remedies for both sides.

The facilitator will not make judgements or take sides, but will help provide each party with the opportunity to put forward their grievances and to be listened to without any

interruption from the other party. The facilitator will effectively, "chair" the meeting to ensure that this is accomplished and then will help the parties to find common ground and to jointly agree ways of dealing with the problem. It is usual for a written agreement to be drawn up by both parties so they are able to monitor and follow up what they have agreed.

Mediation is only appropriate when both parties are:

- Willing to sit down face to face and talk
- Willing to be reasonable
- Willing to find to a solution to stop the problem

Mediation is not appropriate when:

- One side is not willing to talk or negotiate
- One party is not willing to take responsibility for their actions
- One side is only interested in punishing the other
- One side refuses to accept there is a problem
- There is an imbalance of power between the parties which would impede honest communication
- There is a fear or risk of abuse, violence or harassment.

If you wish to try mediation as a means of dealing with a neighbour nuisance, contact the Association who will be pleased to attempt to set it up for you.

Please remember that mediation can only be used when both parties agree and unfortunately an amicable and workable solution to the problem cannot be guaranteed.

5. Injunctions

Injunctions are orders made by the courts to make someone do something or to prevent them from doing something. They can sometimes offer another way of dealing with nuisance and anti-social behaviour and can be sought by either the landlord, the local authority or most likely, the tenant. Injunctions can take many forms but the two most common are:

- **Mandatory Injunctions** - these ensure that someone takes a certain action, for example that they get rid of their dogs. These injunctions require a person to abide by certain terms relating to behaviour and nuisance.
- **Prohibiting Injunctions** -These prohibit an activity and can require a person to refrain from acts of nuisance. Such as not to have any contact with a specific person or to stay away from areas where they have caused a nuisance.

Injunctions can only be used by the Association in very serious cases of neighbour nuisance. This would usually be alongside cases where possession proceedings in the County Court are being taken against a particular tenant for neighbour nuisance. This in itself is rare due to the amount of proof and evidence required to evict someone for nuisance. (*This is explained in more detail below.*)

The purpose of an injunction used by the landlord is to prevent any more breaches of the tenancy conditions whilst waiting for the eviction case to be heard by the Court.

Whilst it is unusual for the landlord to take this action, the tenant can still take his own action against another neighbour if they feel that this will put a stop to a severe nuisance. For example, if your neighbour is playing loud music during the day and the Environmental Health Office is unable to help, you may want to approach your solicitor in order to take out an injunction against your neighbour. The injunction could specify that he can only play his music at a certain level or between certain hours. To do this, however, you would have to prove to the Court that the playing of this music was "unreasonable", i.e. you have to work nights and need to sleep during the day.

If you wish to find out more about injunctions and their use in neighbour nuisance cases, contact your local citizens advice bureau or your own solicitor.

6. Possession Proceedings to end a tenancy

This course of action can only be taken by the landlord of the tenant causing the nuisance. If they were a tenant of this Association then we would take action, if they were a Council tenant then the Council would take action and so on.

Even though, in your tenant agreement there are many clauses relating to certain items you must or must not do, it is very difficult for the Association to take Court action against those who chose to ignore these simple requests and as a result cause a nuisance to others. This does not, however, mean that it is impossible and will never be done.

Possession proceedings are used only in serious nuisance cases and remedy the problem by evicting the tenant responsible for the nuisance.

Grounds for possession

In order to be able to take a tenant to court for breach of tenancy or nuisance, the landlord must be able to demonstrate to the Court that it would be "reasonable" for the Judge to make an order. In considering the question of "reasonableness", the Judge will take into account the facts of the case, the seriousness of the nuisance, the tenant's personal circumstances (such as health, age and whether they have dependent children at home) as well as the balance of interests between the landlord and tenant.

The ground for possession are discretionary - this means that the court does not have to give the Association the eviction order in respect of the tenant - it means that the Judge can simply make his mind up on the day following the evidence he has received. Possession of a property is a very difficult, time consuming and expensive way of dealing with a neighbour nuisance. It is for this reason that the Association will insist that it has rock solid evidence of the nuisance before it will even consider taking the matter to court.

In order to look at taking court action the Association and the court must be satisfied that:

- The nature of the nuisance is fairly serious - and is not simply an annoyance
- The victim has a well-grounded fear that the nuisance is likely to happen again
- The perpetrator's behaviour is affecting the victim's physical or mental health, safety or well-being

- The perpetrator has already been warned at least three times in writing, that his continued behaviour could result in possession proceedings being taken against them and as a result of this a Notice of Intention to Seek Possession has been issued
- The perpetrators behaviour is causing serious housing management problems
- That there is substantiated evidence that proves beyond a shadow of a doubt that the nuisance is occurring, it is ongoing and who is the cause.

If this action is taken, it must be remembered that this is a "last resort" method and that there is no guarantee that the eviction will be approved. In some cases the Judge may "suspend" the Order for Possession so that the tenant has another chance to mend their ways.

Who can help if there is a nuisance?

The Association's position

Whenever there is a neighbour dispute there is also the problem of who will deal with it. As stated above there are several different ways of dealing with a problem neighbour from effective communication to eviction - each nuisance and each remedy can be dealt with by different agencies.

However, the one thing that must be made perfectly clear is that the Association can rarely solve neighbour dispute problems.

There is currently a matter of some debate as to exactly how far the landlord's responsibilities extend in dealing with such matters.

In your tenancy agreement there is a covenant that the landlord will give the tenant the right to occupy and "not interrupt or interfere with the tenant's right to peacefully occupy the premises." This means exactly what it says, that the Association should not interfere in the tenant's lawful occupancy and use of the property.

It does not mean that the Association must protect the tenant against interference by everyone else in the world.

It is written in your tenancy agreement that you must not interfere or cause a nuisance to other residents, and that (as stated above) neighbour nuisance is a ground for seeking possession of a property. What this means is that the Association is able to take action in a neighbour dispute case, it does not impose a duty to do so. This is because the Association's relationship with tenant A is entirely separate and independent of the relationship with tenant B. Strictly speaking it is none of tenant A's business whether the Association chooses to enforce the tenancy conditions of tenant B.

Tenant B can, of course, press the Association to take action against the nuisance of tenant A, but if the Association refuses, tenant B still has the same remedy to deal with the situation as anyone else - to take his own legal action; but against the neighbour and not the Association.

Basically, the position is that the Association can take action against a neighbour nuisance problem if it thinks there is sufficient evidence to warrant its intervention, however, it is not a legal requirement that it does so.

Helping Yourself - People react differently to noise and nuisance. What can be extremely annoying or distressing for one person may hardly be noticed by another. It is often the situation that noise you feel is particularly disturbing may not necessarily be a nuisance in the legal sense.

The best course of action in the first instance is usually an informal approach by you to the person involved. It is worth bearing in mind when you do so that most of us make more noise than we should at some time or another so often "give and take" is needed.

If the perpetrator fails to respond to your requests, it is imperative that if you wish to take further action against him, that you keep a written record of the dates, times and duration of the nuisance as well as what the actual nuisance is. You should also keep a note of what action you have taken in order to get the nuisance stopped. It is this level of recording (and any other evidence you can put together such as photographs or videos) that will be needed in order to take legal action.

If the matter does get to the stage for legal action you must also be aware that you will be expected to be a witness to the nuisance in the Court hearing. This can be very stressful but is required if a case is going to have a chance of succeeding.

It is also helpful if you make the Association aware of any nuisance that you are experiencing - whilst we may not be able to help in the first instance, it will enable us to keep our own record of the position. If you require the Association to write to or visit the tenant causing the nuisance, it is essential that you put your allegations in writing. If you know anyone else who is suffering as a result of the same nuisance, ask him or her to write in and support your cause. This is because the Association is not allowed, under any circumstances, to take sides and therefore will need as much information as possible from as many people as possible so that it is not just a case of "one person's word against another".

Please note that the Association will not get involved at all if the complaint is not put in writing. Telephone calls will not be sufficient to prompt action.

If, for whatever reason the Association is unable to help, you can take legal action yourself against the person causing the nuisance - this would be in the form of an injunction. Your solicitor will be able to advise you on the requirements of bringing a case should you choose to do so. You may even just want your solicitor to send the neighbour a letter advising him that legal action will be taken if he fails to comply with the requests to cease the nuisance.

Environmental Health Office - this office is part of your local council and they have the statutory duty to deal with certain kinds of nuisance. These are as follows:

- Barking dogs
- Unsanitary conditions (dog excrement in gardens, foul smells)
- Stray dogs (dealt with by the dog warden)
- Noise pollution (loud music between the hours of 11 p.m. and 7 a.m.)
- Accumulation of rubbish
- Abandoned vehicles (even though this is down to the environmental health, you should first report an abandoned vehicle to the Association - we will then contact the environmental health for you)
- Infestation of rats or vermin

If you experience any of the above problems you should report them straight away to your local council's Environmental Health Officer, They will then advise you of the course of action they can take and what help they require from you. If you cannot

locate their telephone number or are unsure of whom to telephone, please contact the Association first and we can advise you.

Social Services - are responsible for dealing with children that are not under parental control. It is then down to them to make an assessment of the family and take the necessary action. If you are in any doubt about contacting social services, contact the Association first and we can advise you on whom to contact.

Police - the police should only be contacted for matters which are of a criminal nature, such as damage caused to cars or windows, threatening behaviour being used against you or anyone else, domestic violence or dangerous dogs. The Police should never be contacted for matters such as loud music or noisy neighbours. These are, in the scheme of things, pretty trivial matters and by dealing with these, the Police will take up valuable time that could be spent dealing with more serious crimes. If you ever report a nuisance to the Association we will advise you at the time if you should be reporting the matter to the Police.

Finally, it must be pointed out that at the end of the day it is within your own interest to get on with your neighbours and not to cause a nuisance. When all is said and done you still have to live within the close proximity of each other - and it is better to do so on friendly terms than hostile ones.