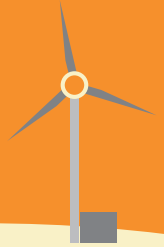




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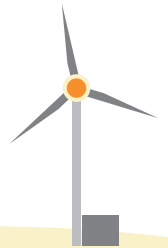
Delivering More

TENANTS HANDBOOK



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Contact us

- **For all enquiries**

South Western Housing Society

Eastbridge House
Pill Road
Rooksbridge
Somerset BS26 2TN

Tel: 01934 750780
Fax: 01934 750381
Email: customerservices@swhs.org.uk
Website: www.swhs.org.uk

Office opening hours
Monday - Thursday 09.00 - 17.00
Friday 09.00 - 16.30

- **Maintenance Emergency**

- **For all types of heating and hot water:**
Gregor Heating 07788 917044
- **For all other emergency repairs**
Dale Contractors 08456 033666

Introduction

Everyone at South Western Housing Society is committed to “Provide quality affordable homes and services that deliver value for money” To ensure that we do this for you we have created a set of service standards.

Equality and Diversity

One of our values is to promote “equality”. The standard below sets out how we intend to deliver this.

Equal Opportunities: Ending or reducing discrimination and improving social justice
Diversity: Valuing everyone as an individual

We will:

- Provide you with positive and responsive services that best meet your needs
- Flex our services to help overcome any barriers that you may experience
- Use our resources to respond to your individual or specific group needs in the most useful way
- Make our physical buildings accessible and, if necessary, we will bring our services to you
- Recruit and promote staff based on ability and support them to realise their potential
- Only use contractors who actively share our commitment to Equality & Diversity
- Take prompt and effective action in any situation of harassment or discrimination
- Regularly challenge and test our services to make sure they are fair and equitable

We will make sure we deliver our promises by:

- Monitoring our contractors to make sure they comply with our standards
- Training and supporting our staff to respond positively and sensitively to all service users
- Testing our policies and services to ensure they are not discriminatory or pose a barrier to any service users
- Surveying service users to help identify ways to develop and shape our services to get the best results
- Adopting a positive culture which helps us to exceed statutory, regulatory and moral obligations relating to Equality & Diversity

Customer Care Services

One of our values is to be "Professional" in all that we do. The standard below sets out how we intend to deliver this.

We will:

- Correspond with you in your preferred method
- Acknowledge your letters and e-mails within a maximum of 5 working days
- Respond to your letters and emails within 10 working days of acknowledgement
- Answer your telephone calls within 5 rings
- Carry identification badges and introduce ourselves on the telephone and when we meet you
- Display our office opening times clearly
- Not keep you waiting more than 5 minutes in reception
- We will contact you within 2 working days to confirm a home visit where you have requested one

We will make sure we deliver our promises by:

- Carrying out correspondence and email monitoring every month to ensure we meet our targets
- Monitoring calls electronically and producing a monthly report for the Executive to monitor performance
- Issuing all employees who visit service users' homes with a badge and a photo identification
- Greeting each customer in a friendly and helpful manner
- Displaying our office hours clearly, on our website and our office

We will make sure we deliver our promises by:

- Reviewing our policy, in consultation with our service users, within 3 years
- Responding to your complaint within 15 working days of acknowledgement
- If you are not happy with our response, reviewing your complaint within 10 working days of hearing from you
- Publishing data, trends and our responses to complaints in our Annual Report
- Ensuring information about how to provide feedback, make a complaint and how to access the Housing Ombudsman service is available

Customer Involvement

One of our values is "Challenging". The standard below sets out how we intend to deliver this.

We will:

- Encourage you to get involved by providing a range of activities that will enable you to have your say
- Offer you practical support and training to become involved with the Society
- Involve you in the development, review and improvement of the services we provide.
- Provide you with information about our performance and how it compares with other social landlords
- Keep you informed on how your input has influenced, changed and shaped service improvement

We will make sure we deliver our promises by:

- Promoting involvement activities in the newsletter, website and other publications
- Striving to increase the number of new service users who are actively involved
- Striving to increase the percentage of service users satisfied with the opportunities to get involved
- Publishing results/outcomes and the changes/improvements made as a direct result
- Publishing continuous improvement plans when necessary

Rent Service Standard

One of our values is “Professional”. The standard below sets out how we intend to deliver this

We will:

- Aim to collect all rent and any other charges
- Provide you with a choice of convenient payment methods
- Provide confidential advice and support to assist you in claiming benefits
- Provide confidential support and guidance regarding your rent payments
- Offer benefits signposting and financial advice through our partner agencies as required
- Discuss and agree an affordable repayment plan with you, should you fall behind with your rent
- Send you rent statements on a regular basis and upon demand when you request them
- Give you at least four week's written notice of any rent and/or service charge review

We will make sure we deliver our promises by:

- Reporting the amount of rent collected
- Reporting current rent arrears as a % of the rent due
- Reporting on the number of evictions

Neighbourhood Services Standards

One of our values is "Transparent". The standard below sets out how we intend to deliver this.

We will:

- Respond to your requests for tenancy changes with a decision within 28 days
- Give a decision to requests for mutual exchanges within 42 days
- Visit each neighbourhood at least twice each year
- Maintain the standard of our cleaning and grounds maintenance contracts on a quarterly basis
- Encourage you as a resident of your neighbourhood, to apply for funding for your community

We will make sure we deliver our promises by:

- Developing quality standards for communal cleaning and grounds maintenance and making sure our contractors achieve them
- Providing application forms for Community funding on our website

Anti- Social Behaviour Services Standards

One of our values is “Support”. The standard below sets out how we intend to deliver this.

We will:

- Acknowledge Anti-Social Behaviour complaints within 3 working days
- Hold an initial discussion with you to investigate the complaint within 5 working days from acknowledgement
- Within 10 working days of this discussion interview neighbours and witnesses and contact the alleged perpetrator if appropriate
- Advise you of your options and develop an action plan in consultation with you
- Provide any support you need and establish agency involvement if required
- Keep all parties informed throughout the process
- Advise on the conclusion and closure of every case in writing
- Remove offensive graffiti within 1 working day of notification
- Remove fly-tipped items from our land within 3 working days of notification
- Close cases that are dormant for 2 months by agreement with the complainant

We will make sure we deliver our promises by:

- Reporting the total number of ASB cases every quarter
- Reporting new cases per quarter
- Reporting closed cases per quarter
- Reporting number of cases resolved

Allocations Service Standard

One of our values is "Professional". The standard below sets out how we intend to deliver this.

We will:

- Offer you an appointment for viewing and signing for your tenancy which suits your personal circumstances when you are moving into your new home
- Explain your tenancy agreement during your sign up meeting; highlighting the importance of the tenancy conditions
- Provide you with the lettable service standard for your home
- Grant you a "starter tenancy", i.e. a trial tenancy for the first year in your accommodation
- Provide you with a welcome visit within your first six weeks
- Confirm the outcome of all tenancy conversions in writing within 10 months of the commencement of your starter tenancy

We will make sure we deliver our promises by:

- Recording on all accompanied viewings
- Recording on all new tenancy visits
- Publishing lettings survey results annually

Neighbourhood Repairs Service Standards

One of our values is “Responsible”. The standard below sets out how we intend to deliver this.

We will:

- Indicate at the time of reporting a repair when you can expect the repair to be attended to:
 1. Emergency Repairs - within 24 hours
 2. Urgent Repairs - within 7 days
 3. Routine Repairs - within 28 days
- Provide an appointment service for routine repairs
- Provide a 24 hour service for repairs which are an EMERGENCY outside of office hours
- Make it easy for you to report a repair by providing a range of convenient methods
- Ask you to tell us how satisfied you are with our service or where it falls short
- Investigate and respond to all complaints within our published time scales
- Ensure all our staff and contractors follow our Code of Conduct
- Carry out gas and electrical safety checks on all of our properties at the commencement of tenancy
- Carry out gas safety checks on all of our properties every 12 months thereafter

We will make sure we deliver our promises by:

- Inspecting a minimum 10% of all completed repairs
- Sending out a satisfaction questionnaire for each repair completed
- Comparing ourselves against other similar organisations
- Publishing our performance information
- Meeting with service users regularly to review the service
- Reporting on the percentage of gas safety checks completed

Planned Maintenance Service Standard

One of our values is “Responsible”. The standard below sets out how we intend to deliver this.

We will:

- Agree with you when planned maintenance works will take place in your home
- Make appointments that suit your needs
- Work in your home in line with “considerate contractor” principles
- Make improvements to your home to ensure it meets the Decent Homes Standard
- Offer you a choice of colour and finish
- Ensure that all of our Contractors follow our Code of Conduct
- Ensure improvements made are carried out to our required levels of quality and workmanship
- Provide you with opportunities to influence change and improve the service
- Work with Local Authorities and other agencies to provide minor aids and adaptations improvements for the elderly and/or disabled

We will make sure we deliver our promises by:

- Reporting annually a programme that states what works will be carried out
- Reporting on our customer satisfaction
- Reporting on the number and type of minor aids and adaptations made

You can find out more about our performance

- In our Annual Report
- On our website - www.swhs.org.uk
- In our newsletters

Value for Money Standard

In meeting all national and local standards we will manage our resources to provide cost effective, efficient, quality services and homes to meet our tenants' and potential tenants' needs.

We will:

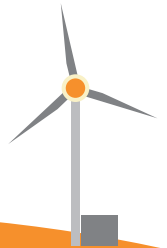
- Be clear on how resources have been allocated in the development of new homes
- Take into account tenant views on how we can improve value for money through either value from efficiency savings or service improvements

To do this we will:

- Compare our costs and performance with other registered providers
- Publish information on how we spent our money

Your Tenancy

- Starter Tenancy
- Assured Tenancy
- Secure Tenancy
- Fixed Term Tenancy
- Joint Tenancies
- Absence from the property
- What if my relationship breaks down?
- Who can take over my Tenancy?
- Lodgers and sub letting
- Other conditions of your Tenancy
- Ending your Tenancy and moving out
- Garages



Your Tenancy Agreements

Your tenancy agreements sets out your rights and responsibilities and our rights and responsibilities. Your agreement will differ depending on your type of tenancy.

If you are a new tenant of the Society you will have a Starter Tenancy, or if you are an established tenant you will have an Assured Tenancy or a Fixed Term Tenancy (see below).

Starter Tenancy

- The overall objective of a starter tenancy is to enable you to successfully conduct your tenancy, whilst fully recognising the obligations placed upon you

What are my rights?

- Starter Tenancies normally last for a period of 12 months although they may be extended for a further six months
- If there is any cause for concern during the Starter Tenancy period, a review of the tenancy will be carried out to determine what action, or involvement by any other organisation, is required to enable you to remedy any breaches, and sustain your tenancy
- Starter Tenancies can be ended using a two month notice procedure and then Court proceedings which do not require a Court hearing
- The Society will work closely with other agencies to provide support and assistance to you in sustaining your tenancy
- Where there is evidence of a breach of tenancy but it is not considered serious enough to warrant possession, or where allegations or suspicions are held against you but are unproven and require further investigation, it may be appropriate to extend the Starter Tenancy
- Tenants with Starter Tenancies cannot generally carry out mutual exchanges with other Social Housing tenants

Following the successful completion of your starter tenancy period the tenancy will change over to a Fixed Term Tenancy.

Assured Tenancy

You will have an assured tenancy if your tenancy commenced between 1989 and the 1st April 2012. If you are in doubt contact the society for clarification.

What are my rights?

- We cannot evict you or move you from your home without an authority from the court. (However we may ask you to move if we have to make structural repairs to your property)
- You have the right to live in your home peacefully and without interference from us, unless we need access for essential repairs or checks, or the court has given us possession by ending your tenancy
- We will provide you with a maintenance and repairs service
- We will ask you about decisions that affect your home and where you live.
- We will consult you about housing management decisions which affect you or change your tenancy agreement
- You can take in lodgers if you have our permission in writing as long as you do not overcrowd your property
- You may have the right to acquire
- If you want to exchange your home with another registered social landlord tenant, you can do so. There are certain conditions, which you must meet such as having a clear rent account and no Notice Seeking Possession in place
- In some cases a partner or relative who is living with you can take over your tenancy if you die
- In some cases, depending on your tenancy you may have a right to acquire your property and we will help you with this

Secure Tenancy

If you were a tenant before 1989 you may have a secure tenancy. The difference here is you may have the right to buy and not the right to acquire.

For further information contact the Society.

Fixed Term Tenancy

From April 2012 the Society provided Fixed Term Tenancies for all new tenants who had completed the 12 month Starter Tenancy, the rights and responsibility for these tenancies are in the main the same as an Assured Tenancy. The initial fixed term will be for a period of nine years. This does not mean you have to leave at the end of this period. We will review your circumstances and may give a further five year tenancy.

Circumstances that may result in a new tenancy not being offered are:

- Under Occupation of the property
- Breaches of the Tenancy Agreement
- Personal Financial Circumstances

The Society will review each Fixed Term Tenancy at the 8 year point. If your circumstances have not changed a new 5 year tenancy may be offered. If your circumstances have changed we will discuss this with you well before you have to leave the property.

What are my rights?

- You have the right to remain a tenant for the length of the fixed term tenancy
- You have the right to acquire

Joint Tenancies

This can apply to all types of tenancy.

If we agree, two people who live together may hold a Joint Tenancy. This includes married/same sex couples and people who live together. The conditions of the tenancy agreement are the same for joint and single tenants, but each joint tenant is responsible for the whole of the rent and the whole amount of any rent owed from the past.

Joint tenancies can be agreed either at application or when someone else moves in. We do not usually give joint tenancies if the person who already has the tenancy owes rent.

What are my responsibilities?

Your rights and responsibilities are set out in your tenancy agreement.

Your rights and responsibilities as a tenant

Absence from the property

If you intend to be absent from the property for more than 28 days you should inform the Society. This is to make sure that if we need to, we know how to gain access to the property and also that we are aware that the property has not been abandoned.

What if my relationship breaks down?

If you are a couple holding a joint tenancy and you no longer wish to live together at the Societies property, it is for both of you to decide who should get the tenancy. We will normally accept one of the tenants signing over the tenancy to the other. This will have to be done properly by a 'deed of assignment', which we can prepare for you.

If you cannot agree who should have the tenancy, you will have to apply for a court order. In these circumstances you may wish to seek independent advice from the local Citizens Advice Bureau or a Solicitor.

We will give the tenancy to the partner who the Court awarded it to. If there is rent owed, the partner awarded the tenancy will remain liable to pay.

Who can take over my tenancy?

If you die your partner or a close member of your family (son/daughter) who has been living continuously with you for at least 12 months (your property must have been their main home for the period, and they must be able to prove this) can take over your tenancy. This is called the right to succession. A person making a claim for the tenancy must do so in writing at the time of informing the Society of the existing tenants death.

We will decide who takes your tenancy over if there is more than one person who could take it over and you cannot agree who should take it over.

A tenancy can only be passed on once. The person you pass it onto cannot then pass it on to someone else.

You can also pass on a tenancy in the following circumstances:

- If a court order has been made saying that we should transfer the property from one partner to the other
- If you want to transfer the tenancy to someone who would get the tenancy if you died

Lodgers and Sub-letting

You have the right to take in a lodger and sub let part of your home.

A lodger is someone who shares your home with you and pays you something towards accommodation. They often stay for a fairly short time.

Sub-letting is when you allow someone to use part of your home and this is usually meant as a longer-term arrangement.

It is against the terms of your tenancy agreement to rent out your home and not live there yourself. If you do this, we will take steps to get our property back through the court.

If you want to sub-let or take in a lodger, then write to us. Please include in the letter the name, age, sex of the lodger/sub-tenants and the amount you are planning to charge and what this covers. You must make sure you do not overcrowd your property.

You should remember the following points:

- If you ask for a deposit it should be reasonable (not more than a week's rent you pay for the property). You should give back the deposit to the sub-tenant or lodger when they leave unless they are in arrears or have damaged the property, in which case the deposit should be used to cover these costs
- You should have a written and signed agreement with the sub-tenant or lodger. The CAB may be able to help you write one
- The rent you charge should be reasonable and less than the total rent you pay for the property.
- You should not charge any other fee on top of the rent the sub-tenant or lodger pays
- You should give your sub tenant or lodger a rent book or receipts for the rent they pay
- You should make clear what the rent includes. For example, does it include their share for gas, water and electricity?
- You should give reasonable notice in writing when you want the sub-tenant or lodger to leave. It is a criminal offence to use or threaten violence to evict someone

If your lodger or sub tenant was living with you before 16 January 1989 you need a court order to evict them.

Repairs, alterations and home improvements

For a full explanation on all these issues please read the repairs section of this handbook.

Gardens, trees and shared areas

You are responsible for maintaining your garden in a tidy condition. This may include any trees and shrubs within your garden. If you wish to cut down a tree you must check with us first to make sure there is not a tree preservation order in place.

Trees on communal areas and communal areas themselves will be maintained by the Society. If you are concerned that grass is overgrown or trees are restricting light into your property, please contact the Society and we will make necessary arrangements. Under no circumstances should you cut down trees on communal land yourself.

Car Parking and garages

On many estates car parking bays are provided for you and your visitors. They are normally available on a first come first served basis. Please use them and do not park on verges or footpaths, always make sure you are not blocking any access that the emergency services may need to use. These bays should not be used to park trailers, caravans, large motorhomes or heavy goods vehicles.

You must not park a vehicle on our land unless it is taxed and roadworthy. We have no control over parking on roads, as this is the responsibility of the County Council Highways Department.

On some estates we have blocks of garages or hard standing areas. If you would like to rent a garage, please contact the office. There may be a waiting list. The rent on your home must be up to date before we will let you rent a garage.

Moving to another home

Might you want to move me?

On rare occasions we may have to move you temporarily because we need to modernise your home.

If we do, we have a procedure that will compensate you for any of the upheaval of moving such as removal costs, reconnection of utilities, relaying carpets etc., in certain circumstances you will also be entitled to compensation. You will be informed prior to this of all arrangements regarding this and what receipts you may need to keep.

Can I move to another property?

If you want to move to another property you should register with the Local Authority Choice Based Letting Scheme in your area.

In some circumstances we will agree to a Direct Match, where tenants may be allocated another Society property. You will need to be registered with the Choice Based Letting Scheme for the Local Authority in your area.

For more information please contact the Society.

Will you pay me to move?

We have a scheme whereby we can offer practical and financial assistance depending on circumstances. If this is of interest to you please contact your Housing Officer.

Can I swap my home with another tenant?

This is usually called a mutual exchange. If we agree, you can swap your home with another Society tenant or tenant of another Housing Association or the Council, it is up to you to find someone to exchange homes with. We subscribe to Homeswapper which allows you to look for other tenants to swap with at no expense to themselves. You can also advertise in the local press, on shop notice boards or anywhere else.

If you have found someone to exchange with or want further information on this scheme, please contact us.

**YOU MUST NOT EXCHANGE HOMES WITHOUT
OUR WRITTEN AGREEMENT**

Working from home

You may be able to work from home providing your business does not:

- Cause any nuisance or annoyance, disturbance, mess or obstruction to neighbouring properties
- Lead to any health and safety risk to any other person
- Infringe any planning legislation

The work you do must not prevent you living in any part of your home. For example, child minding, or IT based work may be fine, but not car repairs or work that means you would have to employ staff at your home or put in machinery. Check with your local Council to make sure the work you want to do at home does not break any planning or environmental health rules. Speak to your Housing Officer if you have any questions. You must have our written permission before you work from home.

Pets and poultry

In most cases you are allowed to keep pets, although there are restrictions in flats, which are explained in your tenancy agreement. If you want to keep pets you should ask our permission first detailing the pets you want to keep. This includes pigeons and any birds kept in an outside aviary (we do not need to know about small caged animals such as hamsters and rabbits as long as there are not too many of them).

We will normally give you permission as long as the number of pets you want is manageable and not a nuisance to your neighbours. If they turn out to be a nuisance, we can withdraw our permission. If you are not sure about keeping pets or are concerned about neighbour's pets please contact the Society.

If you want to keep poultry such as chickens, ducks and geese, you must seek our written permission prior to obtaining them. You are not allowed to keep livestock, dangerous animals / reptiles.

Vermin and infestation

It is your responsibility to keep the interior of your house in a clean condition. However, even the cleanest of households may suffer from fleas, silverfish, and rodent infestation from time to time. Your local Council may provide a service to help you get rid of vermin, for which they may charge.

If you see any vermin in communal areas, please alert the Society and we will arrange removal.

Rubbish

It is your responsibility to make sure your house and garden is free from rubbish. If you need to get rid of large household items your local Council may offer a service, which they may charge for. You should not fly tip any unwanted rubbish on communal land.

Abandoned or scrap vehicles

If you park abandoned or scrap vehicles on our land, you will be breaking your tenancy agreement and we may take action against you. If you know of any vehicles that have been dumped on our land please contact the office immediately and we will arrange to have them taken away.

Noise and harassment

You have various obligations under your tenancy not to create excessive noise or nuisance and not to harass people. For a full explanation on this please

read the section on Anti Social Behaviour and Harassment.

Ending your tenancy and moving out

To end your tenancy you must give us four weeks' notice in writing. This is a requirement of your tenancy agreement. If you do not give four weeks, notice or fail to return the keys within the time agreed, we may charge you the rent for the period outstanding. The letter should state the date when you intend your tenancy to end.

You should note that we must have a full four weeks, notice AFTER we have received your letter.

If you have a joint tenancy and only one tenant intends to leave, both parties should inform us in writing making it clear that one tenant intends to stay in the property. When you move out you should make sure that:

- The property has been thoroughly cleaned; this includes floors, sinks and baths
- All rubbish has been removed from the property, all outhouses, garages, sheds and gardens
- Nothing is damaged or missing; you should leave behind anything that is the property of the Society
- All repairs that are your responsibility have been done.
- Any alterations that you have made without our consent have been rectified
- All carpets and furniture are removed, unless you have agreed with your Housing Officer that some should remain

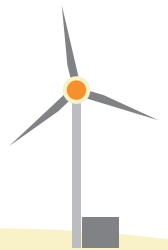
If you fail to do this, we reserve the right to charge you for removing your items, cleaning your property or carrying out work which has been caused by apparent misuse or neglect.

You should also notify:

- The gas, electricity, water and telephone companies that you are leaving the property
- Your local Housing Benefit department or The Department of Works and Pensions if you are in receipt of Housing Benefit, or wish to apply for Housing Benefit at your new address
- The Council Tax department of your local authority
- Your bank, building society, occupational pension, insurance company etc
- The post office by leaving a forwarding address so that they can forward any of your mail to you. Incoming tenants are not responsible for forwarding mail. You will also need to take readings of all your meters on the day you leave and hand back all the keys to the property including shed keys, clearly labeling them with the street name and number. If you fail to return keys we may charge you for changing the locks

Rent and Service Charges

- Your Rent
- Your service charge
- How to pay your rent and service charge
- What happens if I get into arrears with my rent?
- Advice about benefits
- Council tax and water rates



How is my rent set?

- If you have an assured tenancy your rent is based on the value of your home and the number of bedrooms. Increases (or decreases) are based on the September retail price index (RPI)
- If you have a secured tenancy your rent is set in the same way as an assured tenancy but it is capped by the fair rent that is determined by the rent officer service
- If you have an affordable tenancy then your rent will be based on 80% of the private sector rent paid in your area

Paying your rent

Your rent pays for the services the Society provides for you and other tenants. It is charged weekly, and is due on the Monday. We will accept rent at any time during the week, but you should pay early in the week, allowing time for the transaction to take place, to avoid your account going into arrears.

It is your responsibility to ensure that your rent is paid either through housing benefit or directly to us using one of our payment methods.

So that you know where you are with your rent we will send you a rent statement quarterly. You can ring the office at any time on 01934 750780 and ask for a breakdown, or request a rent statement.

If you do have difficulty paying your rent you should contact us immediately so that we can help to sort out any problems.

Your rent will be reviewed annually from the first week in April. We will give you at least 28 days notice of any increase.

Your service charges

You may be required to pay a service charge in addition to your rent. If you do the details will be included in your tenancy agreement. An example of a service charge is grounds maintenance.

You will be provided with a breakdown of your service charge each year. Service charges are reviewed from April each year and you will receive 28 days notice of your new charge.

The Society can only recharge to you any costs we have incurred. We will send you a statement each year of how much we have spent compared to how much you have paid. Your service charge for the following year is adjusted for any over/ under recovery.

How to pay your rent and service charge

You can pay your rent and service charges in the following ways:

- **Direct Debit**

Direct debit is an easy and efficient way of paying your rent. You must have a bank account. Once you have set it up we do the rest. We can set your direct debit up over the phone. If you want to pay by direct debit please contact the office on 01934 750780

You can decide whether you want to pay your rent weekly, fortnightly, four weekly or monthly. You can also decide what day of the week/month you want to pay

- **Payment Cards**

At the Post Office or a shop displaying the Paypoint sign.

If you do not pay by direct debit you will be issued with a payment card. It is the same size as a credit or debit card but contains rent information (not financial information). This can be used at any shop displaying the Pay Point sign or at a Post Office

The person in the shop or post office will not be able to tell you how much your rent is but will give you a receipt which you must keep as proof of payment

- **Online**

Your payment card can be used to pay your rent online. You need to log on to www.allpay.net with your payment card ready so that you can quote your 19 digit number and follow the instructions. This service is available 24 hours a day, 365 days a year

- **Telephone**

To make a payment via the telephone you need your payment card (you will be asked for the 19 digit reference number) and your debit card. Call Allpay on 0844 557 8321

Payment methods

In addition to direct debit, payment methods are:

Payment methods	Cash	Cheque	Debit Card
Paypoint	Yes		Yes
Post Office	Yes	Yes	Yes
Allpay.net			Yes
Telephone			Yes

Can I get help to pay my rent and service charges?

If you are on a low income you may qualify for housing benefit. To find out whether or not you are eligible you need to contact the Housing Benefit Department at your local council. They will look at how much money you have and decide whether you are eligible and how much benefit you will receive each week. We can give you help and advice on how to fill in the forms.

If you do receive housing benefit currently you can have this paid directly to yourself or to the Society. If your benefit covers part of your rent you are responsible for paying the balance to the Society on time.

Where to claim Housing Benefit

Contact your local Authority Housing Benefit Department. If you think you may need a home visit, please contact the Housing Benefit Department as soon as possible.

You might have to wait before they can deal with your Housing Benefit claim, but they will normally pay you any Housing Benefit from the date you applied.

If you can give them a good reason for making a late claim, such as illness, time in hospital, someone's death or being given the wrong information about whether you can get Housing Benefit, you may be entitled to receive benefit before the date you applied.

We can help you fill in the forms and advise you on who to contact. If your circumstances change you must notify your Housing Benefit Department. If you do not, you could be paid too much benefit (an overpayment), which you will have to pay back.

Housing Benefit while you are away from home

You may be eligible for Housing Benefit to be paid if you have to go away for some reason (such as going abroad, into hospital, into prison, or working away from home). You should contact your Housing Benefit Department for advice if you think these circumstances may affect you.

Advice about other benefits, allowances and grants

There are a number of other benefits, allowances and grants that you may be able to get from the government.

You should contact your local Jobcentre plus office or Citizens Advice Bureau who will have information available about these benefits.

What happens if I get into arrears with my rent?

If you do not pay your rent you risk losing your home.

If you are having difficulty paying your rent you must contact the Society as soon as possible no matter how serious things seem. We can help you before your debts get out of control. We can ensure that you are receiving all the benefits you are entitled to and make arrangements with you so that you get back up to date with your rent.

If you are unsure what the position with your rent account is then contact the Society and we can send you a statement and let you know how much you should be paying.

If you do not clear your arrears the Society will take action to recover the debt. If you have not made an arrangement to pay off your arrears or do not keep to any arrangement made we will start the process to evict you.

The first stage is that you will receive a Notice of Intent to Seek Possession (NOSP).

Going to court

Court action will be taken if you do not clear your arrears or come to a suitable arrangement before the Notice expires. We will then apply to the County Court for a hearing date. This means if you have not either paid or made arrangements to pay the rent that you owe by the time of the court hearing, we will ask the Court for a Possession Order to take back to your home, and for the arrears and legal costs to be paid. You have a right to be in court or send a legal representative to help you.

The court may grant a "Suspended Possession Order" which means you have to pay your usual weekly rent plus an extra amount of money set by the court to reduce your debt. We could get a possession order which makes you pay the full rent you owe within 28 days. In certain cases we can get an "Order for Immediate Possession" so that you have to pay all you owe immediately. We always ask for you to pay our legal costs and for a money judgement, which means that it may be difficult for you to get credit facilities in the future.

If you do not pay in line with the Court Order, and break the terms of the Possession Order, the Society will apply to court for a Warrant of Eviction.

If you break the Court Order you will lose your tenancy and you will be in the property as an unlawful occupier. If this happens, any money you pay us will not count as rent, but will be classed as “mesne profits”. This is a payment we take while you continue to live in the property because when you break the Court Order your tenancy automatically ends.

Eviction

If you do not pay the rent you owe, or keep to the terms of the Possession Order, and your debt increases, we will ask the court to evict you. We will not find somewhere else for you to live.

In these circumstances we will write to you with eviction details, you may need to contact your local Citizens Advice Bureau or Solicitor for legal advice.

Debts and Transfers

We will not normally permit a transfer to another property of ours if you owe rent. You can make a transfer application, but we will not approve a move until you have paid all the money you owe, except in exceptional cases.

In cases where you have breached your tenancy and have a court order against you, we reserve the right not to approve your transfer for a further year. Debts can include current rent arrears, former rent arrears or housing benefit overpayment.

You may want to transfer to a property that is owned by another housing association or council. They will usually ask us whether you pay your rent on time. You may not be offered a transfer if this is the case.

Rent debts and garages

We will repossess, without having to go to court, any garage if you owe rent. We will not rent you a garage if you owe rent on your home.

Rent debts and the Right to Buy / Right to Acquire

We will not let you buy your home if there is a Possession Order against you and you have not kept to its terms. You must pay all the rent you owe before you can buy your home. Please contact the Society for further information.

Council Tax and Water Rates

What do I do about Council Tax and Water Rates?

Your local Council is responsible for Council Tax. You must register for Council Tax when you accept one of our properties. If you have any questions about Council Tax please ring your local Council.

You will also need to pay your own water and sewerage charges, and the water companies will give you more details on payment options.

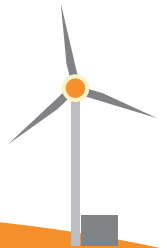
Is there anything not included in my rent that I have to pay for separately?

Your rent does not include:

- Water charges
- Council Tax
- Gas, electricity, oil and telephone bills
- TV licence
- Household Contents Insurance

Repairs and Maintenance

- Please see Appendix 2 at the back of the Handbook



Customer Care

- How to access your personal files that we hold
- Complaints -Please see Appendix 1 at the back of the Handbook
- Getting involved



How to access your personal files that we hold

The Society is registered as a data controller with the Data Commissioner and will comply with all the relevant current and future legislation in respect of data protection.

As a tenant you are allowed access to your personal files within the timeframes specified by the Data Protection Act 1998.

Joint tenants or applicants do not have the right to information about each other, or any other person.

Requests for information must be made in writing to the Data Administrator; proof of identity will be required, for example passport, birth certificate, driving licence.

If the Society refuses or restricts access to information, you will be given an explanation of the reasons for doing this.

Getting Involved

How can I get involved and what can I get involved in?

Getting involved gives you the opportunity to have more of a say about the services you receive from us and how we manage your home. There are a number of ways in which you can get involved:

You can join or set up a Tenants Residents Association

If you and your neighbours wish to form a new association, the Society will provide you information, advice and financial assistance to do this, it will also support any training needs members of the association may have. You will be informed of any existing association.

You can come to meetings held by the Society

You will be informed of meetings as they arise. If you have any specific issues you wish to discuss we ask you to inform us beforehand.

You can become a member of the board of the Society

Society Board ultimately manages all the work of the Society including the staff. New applications are invited when a vacancy arises; as places are limited, there is a selection process that needs to be followed. If you wish to apply when you see a vacancy arise, please complete the application form.

You can fill in questionnaires or surveys

Recognising that people are often not able to get to meetings but want to make their views known, we send out questionnaires on particular services or when we have completed recent refurbishment work. You can make a real difference by completing these, as your views are extremely important on how we manage things in the future or change things to better suit your needs.

You can contribute to the newsletter

The Society produces a regular newsletter, which provides information on a range of topics and issues. We are always pleased to receive articles from tenants, or ideas about different topics that you want us to cover.

If you are interested in getting involved in any of the above, please contact the office.

Anti-Social Behaviour

- **Neighbourhood disputes and anti-social behaviour**
- **Domestic violence**
- **Harassment**

Neighbourhood Disputes and Anti-Social Behaviour

To make sure that your home and environment is a pleasant place to live, the tenancy conditions say that you, your family members or visitors must behave reasonably and should not cause a nuisance or annoyance to other people. The Society is committed to trying to resolve problems of anti social behaviour arising in neighbourhoods. The Society will treat very seriously and use its full legal powers, including seeking eviction, if harassment or neighbourhood nuisance occurs or is suspected from any of its tenants , people living in their homes or people visiting their homes. In cases where nuisance or harassment occurs from other parties, such as private owners or people coming onto estates, the Society will work with you and other agencies to identify quick and appropriate solutions.

What you should do

Where you are concerned about nuisance or anti social behaviour, you should, if you are able, try and talk to those causing it and try and sort the problem out. Where the problem is severe or you feel intimidated or scared you should contact the Society immediately, any complaints or concerns will be responded to and treated in a confidential manner.

You can complain anonymously if you so wish and we will still pursue the complaint.

If the incident is of a serious nature involving a criminal act you should call the Police immediately. You will be given a crime reference number which you need to pass to the Society.

What we will do

Once a complaint is received, staff will assess the complaint. On occasions complaints arise out of differences of opinion about how people should lead their lives but as long as there is no breach of tenancy, the Society will not step in. However we will provide information and assistance to you on other options, such as bringing in independent mediation services.

Where a breach of tenancy is suspected the Society will contact the tenant being complained about (but we will not tell them who has complained). Where the complaint is of a minor nature such as a one off party being held, we will explain the terms of the tenancy agreement. Often this resolves the matter, with the person genuinely not realising that nuisance has occurred.

Where the breach is more severe or persistent the Society will take a much more robust approach. We will of course investigate all the facts from each party before determining any course of action. However there is no one remedy and circumstances will dictate how the Society will manage each problem. Nevertheless we will:

- Keep in regular contact with the complainant(s), if they are not anonymous and identify ways in which they may be able to provide further assistance and what help we can give to them
- Keep in regular contact with any other agencies involved
- Undertake regular reviews to ensure progress is being made The Society will make strenuous attempts to prevent Anti Social Behaviour occurring in the first place or to limit the effects of Anti Social Behaviour. This will include the provision of both in-house and independent mediation services, the use of Acceptable Behaviour Contracts and where appropriate supporting the implementation diversionary activities for those at risk of causing such behaviour. In order to support our policy we will use the new Starter Tenancies for all our new tenants and consider the use of Demoting Tenancies where considered necessary, as well as injunctions

Domestic Violence

The Society believes that none of its tenants should live in fear of violence from a spouse or partner, former spouse or partner or other member of their household and will take steps to assist and support any person suffering from or threatened with violence.

Domestic violence can also include emotional abuse that often becomes more frequent and serious over time.

It can also include:

- Harassing and stalking
- Threats, coercion and intimidation
- Isolation and acting jealously
- Denying, lying and blaming
- Using children to continue the abuse
- Economic abuse like holding and misusing money

The Society will at all times adopt a victim centred approach and will take action to evict perpetrators of domestic violence by using the powers available to it under the Housing Act 1996 and subject to the wishes of the victim. If you require any support, please contact the office directly.

We will also where requested install on an emergency basis additional security measures to allow you to remain safely in your home.

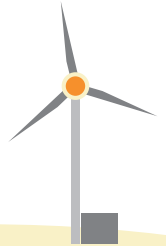
(See the section on “Harassment” for additional support information.)

Harassment

The Society considers all acts of harassment as severe forms of anti social behaviour. It will not tolerate harassment in any form and in particular harassment arising from a person's race, gender, disability or sexual orientation. This is a clause in your tenancy agreement.

Harassment can constitute:

- Violence or threats to you, members of your family or friends
- Abusive or insulting words or behaviour
- Damage or threats to property
- Writing threatening letters, misuse of social networking, email or graffiti



- Verbal abuse, either face to face or over the phone
- Intimidation such as talking about you to other people, knowing that you will hear
- Dumping rubbish in your garden, outside your door or putting things through your letterbox

Many people can feel nervous about reporting incidents of harassment arising because of their race, disability, gender or sexual orientation. However, if this has happened to you, members of your family or friends, we will try and help you and also help you get in touch with independent specialist agencies as well.

The Society also believes it is the responsibility of all the community to make sure that all people can live free from harassment. If you see any graffiti that you judge to be offensive on any of the Society's properties or garages, you should phone the office and we will arrange for its removal within 24 hours.

What you should do

If you are being harassed at home, your home is damaged, or graffiti appears, you should contact the office immediately. If it is at the weekend please phone for an emergency repair. Where possible we would want to take photos of any damage to use as evidence.

If you are attacked, assaulted, harassed, bullied or abused you should contact the police by dialing 999 if you consider it an emergency. In either an emergency or a non-emergency you should try and record the following:

- The date and time of the incident
- Where the incident took place
- Brief details of what happened
- Description of those responsible
- Details of any witnesses
- Details of any vehicles involved

If it is a non emergency, please ring the police on 101

Please note that the police now regard harassment as hate crime and take the issue very seriously. Police have made it easier to report crimes if you are afraid of reporting the incident to the local police station, for example, by allowing you to post in your complaint.

If you do not feel confident in doing this on your own, or you need further support and advice we will help you but you can also contact the following agencies as detailed overleaf.

For support regarding harassment based on race

Bristol & South Gloucestershire Race Equality Service	01454 864 620
Devon & Exeter Racial Equality Council	01752 224 555
Dorset Racial Equality Council	01202 392 954
Somerset Racial Equality Council	01458 270 053
Wiltshire Racial Equality Council	01225 766 439
Support Against Racist Incidents	01179 420 060

All the above can be contacted during normal working hours Monday - Friday and can also provide support, information and advice on other issues.

The Monitoring Group, an independent voluntary organisation, run a 24-hour emergency helpline providing advice and support services to those experiencing racist attacks, racial domestic violence 0207 582 7438.

For support regarding harassment based on gender

Often harassment against a partner is coupled with violence. The following agencies can provide information in respect of domestic violence and also signpost to other help agencies.

UK National Domestic Violence Freephone (24/7)
Tel: 0808 2000 247

Women's Aid National Domestic Violence Helpline (24 hours)
Tel: 0808 2000 247 www.womensaid.org.uk

Women with learning difficulties helpline
Tel: 0181 522 0675

South West: Mankind (helpline for men experiencing domestic violence)
Tel: 01823 334 244 www.mankind.org.uk

Men's Advice Line

Tel: 0808 801 0327

For support regarding harassment based on disability

Equality & Human Rights Commission

Tel: 0808 800 0082 Text phone 0808 800 0084

These helplines will also provide other forms of support, information and advice to people with disabilities or learning difficulties.

What we will do

In all cases of harassment the Society will work with any victims to support you and to try and locate the most appropriate support agency if you wish. (The numbers above are correct at the time this handbook was printed, however they do fall out of date, therefore please ring us if you find the number is no longer available and we will endeavour to provide you with the right number.)

All cases will be dealt with confidentially.

If the person causing harassment is one of our tenants we will contact them.

If the person causing harassment is not one of our tenants we will support you in dealing with other agencies that can help.

We will make sure your home is secure and will install extra security features within 24 hours.

We will take legal action against perpetrators including applying to the court for an injunction or for possession of our property.

We may ask you to keep a record of the times and types of harassment that is being caused. We will help you with this by for example providing cameras or recording equipment.

At all stages we will keep you informed of what we are doing and what is happening.



Willow Tree Housing Partnership

Complaints

Complaints

Willow Tree is committed to providing services that effectively and efficiently meet residents' needs. We will listen to resident's experiences and respond to comments and complaints. Sometimes things do go wrong, and when this happens Willow Tree will work hard to put things right.

This leaflet tells you what you can do if you are unhappy with any of the services we provide. It also tells you how to make suggestions to improve our service. A full copy of our complaints policy is available by writing to our offices.

Willow Tree sees complaints and suggestions as ways to improve our services, and to help us to shape how our services are provided.

What is a Complaint?

Willow Tree defines a complaint as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.

Examples of a complaint include when Willow Tree:

- Does something wrong or badly, fails to do something we should do, or does not provide a service in the time expected or specified.
- Fails to treat someone with fairness and respect (this includes staff and contractors).
- Fails to meet its legal duties.

Who can complain?

Anyone can complain about a service provided by Willow Tree, although it is normally a resident or service user. If you are unable to make a complaint yourself, you can nominate someone to speak for you, such as a relative.

Informal Complaints

If you are unhappy with a service or decision made by Willow Tree you should contact the person who has been dealing with you. Willow Tree tries to resolve most complaints at this informal stage. However, if you are still not satisfied, you can make a formal complaint.

How to complain?

We accept complaints in any format, by phone, e-mail, letter or by visiting our offices. Our contact details are on page 2 of this leaflet.

How will your complaint be dealt with?

There is an informal stage and two formal stages to our complaints procedure.

Complaint Stage	Informal	Stage 1	Stage 2
Who deals with the complaint	Front line staff	Manager	Appeal's Panel

Willow Tree aims to resolve complaints at the earliest stage possible. In fact, most complaints are resolved at the informal stage by the local staff responsible for the service, such as the Housing Officer. However, if the complaint is not resolved informally, you can make a formal complaint.

Normally, for formal complaints, we would try to visit or phone you to discuss your complaint and how it might be resolved. In any case, at each stage you can expect to get a written response to your complaint which outlines our decision and the reasons for it. You will also be told how to appeal if you are not satisfied with the decision we make.

For Stage Two, an Appeals Panel will be convened, this is made up of a Board Member, a member of Willow Tree's Residents' Group, and one senior member of staff who has not been previously involved. They will review the case and may ask to talk to the person who has made the complaint.

What will the outcome be?

This will depend on the circumstances of the complaint. Where things have gone wrong, we will try to put them right and to apologise for our mistake. We will also try to learn from complaints, so that the same thing is not repeated. Where we do not agree with your complaint we will tell you and explain why.

What about compensation?

Generally, we will only consider claims for compensation where you have lost financially because of something we have done or not done. Willow Tree is a not for profit company with charitable objectives, and in most cases we cannot make payments for inconvenience. If you think you have lost financially because of a mistake by Willow Tree, please let us know.

Who else may be able to help?

The Housing Ombudsman Service

The Housing Ombudsman Service was set up by Parliament to deal with complaints against Housing Associations. They are not on the side of the landlord or resident, but form their own views on an impartial basis. You can complain to the Housing Ombudsman about the way your home is managed or the way that Willow Tree deals with you.

Normally you need to go through Willow Tree's complaints procedure before contacting the Housing Ombudsman.

You can get a leaflet or make a complaint to the Housing Ombudsman by

Phone 0300 111 3000

E-mail Info@housingombudsman.org.uk

Head Office registered at:

Eastbridge House, Pill Road, Rooksbridge,
Somerset BS26 2TN

Tel: **01934 750780**

customerservices@willowtreehousing.org.uk

Devon Office:

Floor 4, Studio 5-11 Millbay Road, Plymouth
Devon, PL1 3LF

Tel: **01752 250902**

info@willowtreehousing.org.uk
www.willowtreehousing.org.uk



Willow Tree Housing Partnership

Repair Responsibility

Willow Tree is responsible for keeping your home in good repair and carrying out any repairs that are our responsibility.

You are responsible for reporting any repairs, damage or faults to us promptly, and for replacing or repairing anything which is your responsibility.

Full details of the repair responsibilities of you and Willow Tree are included in your tenancy agreement or lease, and are shown on the next page.

Shared Owners and Leaseholders

The repair responsibilities for shared owners and leaseholders are different to those for tenants. For flats; shared owners and leaseholders are responsible for all repairs inside their own property. Willow Tree is responsible for the communal areas and the outside of the building, including the window frames, but not the glass in the windows. For houses; Shared Owners are responsible for all repairs.

Do you have any other responsibilities?

You are also responsible for:

- Reporting any repairs or defects promptly
- Keeping the property clean and tidy
- Providing and replacing floor coverings, carpets and curtains
- Cleaning of windows
- Keeping the garden, including any trees and bushes, in good order
- Providing a dustbin
- Putting right any damage caused by you, members of your household or visitors to your property
- Any damage which would normally be covered by a home contents insurance policy
- Repairs to any fixtures or fittings supplied by you
- Changing locks or supplying new keys

Decoration

Willow Tree is responsible for the decorating of the exterior of the property, including any window frames and rain water goods. However, you are responsible for internal decorating.

Will you be recharged for any repairs?

Willow Tree will not carry out repairs which are your responsibility (see table overleaf). In some circumstances you may be asked to pay for a repair up front if it is likely to be a rechargeable repair, for example where the repair was your responsibility. You may also be charged if the repair is needed because:

- The damage was caused by you, a member of your household or a visitor to your property
- You could have taken action to prevent or minimise the damage but did not do so
- There was no need to call out a contractor
- Willow Tree has to remove rubbish or personal items belonging to you
- A contractor attends a pre-arranged appointment, but no one is home

If Willow Tree carries out a repair which we believe you are responsible for, we will write to you telling you about the repair and the cost of the work. You will then be given a chance to make an arrangement to repay the charge. If you do not repay the charge, we may pass on your details to our debt collection agency, who will pursue you for the debt.

Willow Tree's Responsibility	Your Responsibility
The exterior structure of the property, including drains, gutters (including clearing), roof, chimneys, walls, doors, locks, windows and window frames and external decoration	Battery operated door bells, changing door locks after losing keys and broken glass (whatever the cause), water butts
The internal structure including walls, wall tiles, floors, ceilings, doors and skirting boards, floor coverings in kitchen and bathroom	Internal door handles and catches, floor coverings (except kitchens and bathrooms), minor cracks to plasterwork, minor gaps between skirting, adjusting doors to fit carpets and any tenant damage
The fittings for the supply of water, gas and electricity	Your own appliances and fittings and any damage caused by them
Any mixer shower or shower where that is the only source of bathing Electric showers where heating is electric	Electric showers in properties with gas or renewable heating. Damage caused by poorly used shower curtains or screens.
Plumbing, such as toilets, sinks, basins, taps (including washers), baths, and waste pipes	Unblocking toilets and drains, replacing toilet seats, bath and sink plugs
The electrics such as wiring, light fittings, switches, bathroom sealed light fittings and power points	Light bulbs, fluorescent strips, fuses, TV aerials (excluding communal aerials) and cleaning extractor fans
The heating and hot water systems	Setting the controls on the heating, bleeding any radiators and topping up boilers
Main access paths, steps, (H&S issues with patios and decking, which may be removed)	Garden paths, washing lines and sheds (except in communal areas), patios and decking installed by or gifted to the tenant
Boundary walls, fences and gates	Fences between properties may be replaced with marker posts and straining wire
Communal areas such as shared entrances, stairways, lifts, lighting, TV aerials, floors, drying areas and boundary fences	

Head Office registered at:

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