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CONDITIONS OF TENANCY

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1. Allocation of Properties

1.1 How to Apply for Housing with the Society Plus Needs and Risk Assessment

The Society aims to ensure that its allocations process is fair and transparent to those in housing need. We recognise that demand for social housing exceeds supply and therefore we aim to allocate housing to people who have significant housing need and are unable to access this elsewhere.

Anyone wishing to apply for housing with the Society will be required to complete one of our application forms. Minimum age for applicants is 60 years of age and if you have a partner they will need to be 55 or over. Following receipt of an application form, a Scheme Manager will visit the applicant in their home to discuss the application and carry out a need and risk assessment questionnaire to identify any concerns about the applicant's ability to sustain a tenancy. Following this, the application will go before the Application Panel Team consisting of Housing Administrators and Scheme managers, the team will decide the suitability of an applicant and discuss what properties may be suitable. All information is treated confidentially and will not be shared without consent.

We hold our own waiting list of applicants.

2. Your Tenancy Agreement

2.1 A Legal Contract

The tenancy agreement is a legal contract between Norwich Housing Society and you. Both parties sign this document. The Chief Executive or a senior staff member sign on behalf of the Society.

The tenancy agreement contains details of our obligations as a landlord and of yours as a tenant. It is important that tenants read and understand this document. We are happy to explain its contents to you at any stage to help ensure you do not break any conditions of tenancy.

2.2 Tenancies

Please be aware that no tenants can purchase their home from the Society.

The tenancies for sheltered housing are Assured Tenancies, but these are preceded by a `Starter Tenancy`, which is a form of Assured Shorthold Tenancy.

2.3 Fixed Term Tenancies

Used in conjunction with our other policies and procedures, these tenancies form part of our strategy in preventing or dealing with Anti-Social Behaviour. To achieve this, the new tenant will sign up to an Assured Shorthold Tenancy (AST) fixed for 12 months. During this time the tenancy and the resident's conduct is closely monitored. If the tenancy is breached or the conduct of the tenant is found to be unsatisfactory, the AST may be extended if behaviour has been found to be unsatisfactory. If this continues, then the process of ending the tenancy will start.

The AST that we will grant will run for 12 months but cannot be ended until 6 months has expired. After successful completion of the probationary period the tenancy will be converted to an Assured Tenancy unless: -

- * We have already started Possession proceedings, or
- * Notice requiring possession has been served, pursuant to Sections 8 or 21 of the Housing Act 1988

Possession proceedings are issued in the County Court at Norwich and are often determined without a court hearing under the Accelerated Possession Procedure. If there are arrears of rent, or there is some other good reason, the court will require the matter to be determined at a court hearing. At either the first or a subsequent hearing the court will order possession to be given up by the tenant by the time a fixed period (which is usually not less than two weeks) has expired starting with the date of the court's order.

All applicants who are offered accommodation will be informed of our policy and procedure with regard to Fixed Term Tenancies.

2.4 Assured Tenancy

Assured tenancies were introduced by the Housing Act 1988 and the rights of tenants are largely conferred by this important piece of legislation. Assured tenants still have security of tenure and the Society can only end an Assured tenancy by court order for which, in most cases, it is necessary to demonstrate that it is reasonable to do so.

As an Assured tenant, you have the right to transfer and to exchange, subject to meeting all the relevant conditions. You have the right to be consulted and to carry out alterations with the appropriate written permission.

The main differences introduced by the Housing Act 1988 were the abolition of the right to have rents set by the Fair Rent Officer and the introduction of a new mandatory ground for possession at eight weeks' rent arrears. This means that we can apply for possession in cases where Assured tenants have rent arrears of eight weeks or more. If we do this, and the rent is still at least eight weeks in arrears by the time the court determines the case, the judge has no discretion but to award a Possession Order.

The Society recognises that external factors can contribute to the accrual of rent arrears and that the consequences of doing so are very serious for the individual. As part of our commitment to help people sustain tenancies wherever possible, we would rarely use this ground, preferring to use a discretionary ground whereby the judge can award a Suspended Possession Order if the terms of the order are adhered to.

3. Moving Into your Home

3.1 Signing the Tenancy Agreement

This takes place at our office in Bracondale. Please ensure you bring the requested documents with you.

3.2 Paying the Rent

You are liable for paying your rent from the beginning of your tenancy. If you pay your own rent, you will be asked to pay the first weeks rent at your sign up. If you will be claiming Housing Benefit or Universal Credit, you need to produce some form of documentation proving that you are eligible and you will not be asked to pay your own first weeks rent.

3.3 Keys to the Property

You will sign for your property's keys on your tenancy start date. It is your responsibility to look after these and to return them to the Society at the end of the tenancy.

3.4 Decoration Allowances

Whilst we always ensure that your new home is clean before the start of your tenancy we recognize people will often want to decorate to their own taste and we have no objection to this. However, if we feel a property has been left in very poor decorative order, we can make a one-off Decoration Allowance. The amount payable will depend on the condition of the property. Any payment will be for decorating materials only which are needed at the start of the tenancy, and receipts will have to be submitted to the Finance Department for reimbursement. You will be asked to sign to confirm receipt of the allowance where applicable.

3.5 Liability for Bills

It is important to understand that the rent you pay is for the occupation of your home and the communal services you receive. You are liable for council tax separately and additionally for all utility bills such as water, gas and electricity. In some of our schemes the heating of individual flats is included in the rent.

3.6 Contents Insurance

The Society insures the structure and exterior of your home so you need not take out Buildings Insurance. We do not insure your personal belongings, furniture or internal decorations against theft, fire, vandalism or the effects of burst pipes. We strongly urge you to obtain Contents Insurance, so you are covered in the event of any of these risks occurring. We do not administer or endorse any Insurance schemes.

3.7 Early Tenancy Visit and 6 Month Property Inspection

At your sign up an Early Tenancy Visit will be arranged. Your Scheme Manager will visit you 6 weeks after signing your tenancy agreement to ensure you are settling in well to your new home. You will also have a 6-month property inspection. A member of staff will visit you to check you are settled in your home and to deal with any issues or queries you may have.

4. Your Rights and Responsibilities

4.1 Rights of Assured

Any legal tenant of our property has rights in relation to their occupation of their home. In the case of Assured tenants, we must prove that there has been a breach of tenancy agreement or that there is some other good reason for your home to be vacated.

Stuart Court Tenants need to refer to their Letter of Appointment.

4.2 Right of Occupation

You have the right to peacefully occupy your home. You must occupy it as your only or principal home or you will lose your security of tenure.

4.3 Our Right of Access

We will not interfere with your right to occupy your home, except when.

- We need access to inspect your property.
- We need to carry out repairs to your property or an adjoining property.
- We need to carry out an annual gas safety check or other legally required safety check.

Wherever possible, we will give you reasonable notice if we require access to your home. If we need access in an emergency, we will make every effort to contact you or your designated emergency contact. If attempts to do so fail, we may need to gain access in your absence if the problem is urgent.

We are legally obliged to carry out safety checks to gas appliances, including central heating boilers, on an annual basis. If you deny us access, or if attempts to gain access fail, we may seek a legal injunction to gain access for the purpose of servicing the boiler. You may be liable for any cost for such an injunction.

5. Joint Tenancies

5.1 Legal Position of Joint Tenants

Joint tenants are jointly and individually liable for all obligations of the tenancy agreement. They are jointly liable for rent payments. If one party moves out and leaves rent arrears, they are still liable for the debt but the remaining tenant can also be held responsible for repayment of arrears.

Similarly, if a joint tenant moves out and does not assign (sign over) the tenancy, they retain the tenancy and are legally responsible for all continuing obligations, including payment of the ongoing rent.

Notice to Quit by one or both parties to a joint tenancy ends the tenancy and the remaining former tenant has no further right of occupation.

5.2 Procedure for Granting a New Joint Tenancy

If you require a joint tenancy with a new spouse, you should supply the Society with a copy of the marriage or civil partnership certificate.

If it is someone who has lived with you for over a year but you are not able to produce a copy of either of the above, you will need to show proof that they have been residing with you for over a year. An example of this would be at least one bill (but preferably more) in their name to your address.

We will need to create a new joint tenancy. For this reason, we will not agree to requests for new joint tenancies where there are rent arrears outstanding at the time of the request. Both parties will need to sign the new tenancy agreement.

5.3 Relationship Breakdowns

Once a joint tenancy is in place, we have no legal power to change the joint tenancy to the sole name of one or other of the tenants. If the relationship breaks down, one of the parties can agree to assign the tenancy to the other. Both tenants must confirm the assignment in writing to us if both parties are able to agree who will keep the tenancy and home.

If neither party agrees to assign the tenancy, it may be necessary to apply to the court for a Property Adjustment Order under the Family Law Act. You will need to see a solicitor about this.

If one party in a joint tenancy leave without assigning the tenancy, the remaining tenant should contact the office at an early stage for advice.

5.4 Relationship Breakdown – Rehousing of a Former Joint Tenant

If a relationship breaks down, we regret we cannot automatically rehouse the outgoing tenant. They would have to reapply to the Society by filling in another application form as well as approach the local council for advice.

6. Rents and Service Charges

6.1 Responsibility for Rent Payments

You are responsible for paying your rent. Some tenants claim Housing Benefit, but they remain liable for rent payments at all times and are responsible for ensuring that the local authority has all the information needed to process claims.

Rent is always charged from the date a tenancy begins. It is a condition of the tenancy that rent is paid in full. Most rents are charged on a weekly basis. All rent is contractually due in advance. Along with your rent you will also pay a Service Charge. In some cases, it will include a Heating Charge. Details of what is included in your rent are broken down in your Tenancy Agreement.

Tenants are strongly encouraged to recognise that payment of rent is a priority and should take precedence over all other domestic outgoings.

6.2 Rent Setting

The government wants to ensure that rents for social housing in a local authority area are based on a set formula. This means that our rent charges must be in line with those set by the local council and other housing associations for their tenants.

6.3 Service Charges

Service charges may cover servicing of lifts, door entry systems, grounds maintenance and lighting of communal areas. Service charges vary depending on the amount and type of services provided. Although these services are part of the total sum you pay for your home, they are not the same as rent. They are the actual cost of maintaining facilities that are not part of the structure of the building.

They are reviewed annually. You will be given a summary of the costs on which your service charge is based at the start of your tenancy and whenever you receive a rent revision. Most of our service charges are fully eligible for housing benefit.

6.4 Rent Increases

We review the rents of all our Assured tenants annually. Tenants are always given at least 4 weeks' notice in writing of any change to their rent.

We refer the rents of Secure tenants to the independent Rent Officer service every two years. The rent set is the maximum the Society can charge.

6.5 Appeals against Rent Increases

Assured tenants have the right to appeal to an independent body called the Rent Assessment Committee if they disagree with a rent proposed by Norwich Housing Society. The Committee will consider your rent and service charges by comparing them to what is being charged on the open market. Market rents are well above the society's rents so tenants are encouraged to seek independent advice from the Citizen's Advice Bureau before approaching the Rent Assessment Committee.

6.6 Methods of paying Rent

We offer the following methods of payment:

- **Standing Order:** Payments are made direct from your bank account at an amount and date specified by yourself. You have total control over payments and must advise your bank in writing when your rent increases.
- **Housing Benefit:** A means tested benefit which Norwich City Council may pay direct to the Society if desired.

Tenants with mobility problems or difficulties in making payments should contact a member of staff for advice about suitable payment methods.

6.7 Information about Your Account

We will provide you with a quarterly rent statement as a matter of course.

You can contact us to discuss your account in confidence during office hours, or we can arrange to see you in your own home. Please contact the office if you wish to make an appointment.

6.8 Rent Arrears

If you have difficulty in paying the rent, you are strongly advised to contact a member of staff immediately to make an appointment to discuss the matter. They will be able to discuss a payment plan with you and advise you on any potential entitlement to housing benefit.

Payment of the rent as it falls due is your responsibility, but we will contact you as soon as possible after your account falls into arrears to discuss payment.

6.9 Rent Arrears Protocol

We have adopted the Pre-Action Protocol for Possession Claims by Social Landlords, a copy of which is available upon request. This governs the process which we will follow before seeking a possession order in the event of rent arrears arising.

6.10 Notice of Seeking Possession

We can serve any tenant with 8 weeks arrears with a Notice of Seeking Possession on the grounds that rent is outstanding at the date of service. This is a notice that legal proceedings for possession may be started if a satisfactory arrangement for payment of current rent and arrears cannot be reached.

There are other grounds for possession relating to rent arrears of less than 8 weeks, and these may be used at our discretion, but in the case of those grounds the court has a discretion whether to grant an order for possession.

6.11 Possession Proceedings for Rent Arrears

If tenants fail to pay their rent and do not respond to attempts at contact, we will take legal action to secure payments or, as a last resort, to repossess the property. We will never seek outright possession of a property where a tenant is willing to make an agreement in respect of outstanding rent arrears and ongoing rent payments. In such cases, we will always seek a Suspended Possession Order which enables tenants to remain in the property if they keep to the terms of the Order.

We will look at all cases which have action pending before the date of the actual court hearing to determine whether it is reasonable to adjourn proceedings because the amount outstanding has reduced significantly, and a regular arrangement is in place.

We will always encourage tenants to attend court in cases for possession so that they can explain their position to the judge and ask any questions about the Order before it is made.

We strongly advise tenants to seek independent legal advice, including representation in court as soon as they receive notice that we are seeking legal proceedings.

6.12 Suspended Possession Orders

A Suspended Possession Order is a court order to pay the rent plus an amount towards the arrears which is set by the court. Breach of the terms of a Suspended Possession Order gives us the right to apply for an eviction by the court bailiffs, so it is important that tenants are sure they can afford the terms of the proposed order and that they maintain payments as required once an order is in place.

6.13 Court Costs

Whilst we make no charge for our own time and work in relation to legal action, we always request a Judgement for Court Costs at Possession hearings. This is for reimbursement of the court application fees which will be in excess of £150.

When the rent arrears have been paid off, the payments to the Society should continue until the court fees have also been cleared.

6.14 Eviction

As a social landlord, the Society recognises the enormous social cost of eviction to tenants and their family members.

If tenants persist in non-payment and breach the terms of a Suspended Possession Order, we will, however, apply for a warrant of possession.

This will lead to an eviction by a court appointed bailiff. We do this reluctantly but feel our rent service policies and procedures are friendly and allow tenants every opportunity to pay.

We see eviction as a last resort and will work with tenants to avoid it.

7. Repairs and Maintenance

7.1 Purpose of the Repairs Service

The Society has a legal obligation to carry out certain types of repairs where needed. It is our policy to maintain properties and communal areas and to provide tenants with an excellent repairs service so that they can enjoy comfortable and well-maintained homes. It makes practical sense to maintain our properties to a high standard as failure to do so can lead to extra costs at a later stage.

7.2 Our Repair Responsibilities

The Society maintains and repairs all aspects of the exterior of its properties plus the principal internal elements. Tenants are responsible for their property's internal redecoration and anything you have had installed or changed.

The Society redecorates the exterior of its properties approximately every five years, together with the interior of the communal areas. Internal decoration of your property is only carried out by the Society's contractors where making good is required after other repairs/adaptations/improvements for which the Society is responsible have been undertaken. You must ensure that all areas of the interior of your property is redecorated at least once every seven years.

External and internal repairs we are responsible for include:

- Roof, fascias and windows
- Boundary walls and fences (belonging to the Society)
- External painting
- Doors, letterboxes, badly cracked plasterwork
- Drains, gutters and external pipes
- Pathways, steps or other means of access
- Garages and stores owned by the Society
- Basins, sinks, baths, toilets, and waste pipes where fitted by the Society
- Electrical wiring, including sockets and switches, and light fittings where fitted by the Society but excluding plugs, bulbs and fluorescent tubes
- Gas and water pipes, and taps
- Central heating installations
- Lighting and cleaning of common parts
- Door entry systems
- Warden call systems

7.3 Your Repair Responsibilities

There are several repair items which Norwich Housing Society is not responsible for. You are responsible for the normal upkeep of your home.

Items which you are usually responsible for include, but are not limited to:

- Maintenance of any fittings not provided by the Society
- Fitting TV aerials (where not provided by the Society)
- Repairing minor cracks to gaps or plaster
- Adapting doors to accommodate carpets/flooring
- Shrinkage gaps between ceilings and walls, around frames, skirting and floors
- Internal decoration, which must be carried out to every part of the interior at least once every seven years
- Replacing locks if you lose your keys. The cost to the Society is recharged if keys are lost and a replacement lock is required
- Bathroom cabinets, towel rails, toilet roll holders, toilet seats
- Basin plugs and chains
- Changing of domestic electrical plugs, fuses, light bulbs, fluorescent tubes
- Bleeding of radiators if necessary (if you are unable to do this please contact the office)
- Curtain rails
- Shelving and coat hooks

- Battery operated doorbells
- Arranging connection/disconnection of gas/electric cookers

7.4 Condensation

Condensation arises when there is a lack of heat or when warm moist air cannot escape from properties. It is often mistaken for damp as it results in mould on walls.

Condensation usually arises from lifestyle rather than any defect in the property. If your home suffers from condensation, a few minor adjustments can make a significant difference.

Condensation can be avoided by the following measures:

- Opening windows to provide adequate ventilation or using your extractor fan if you have one. This is particularly important when you are cooking, running a bath or taking a shower.
- Keeping your home reasonably warm all day and at night
- Allowing air to circulate within your home

If you do have condensation spores on walls, these can be removed by wiping down with appropriate cleaning fluids and water.

7.5 Reporting Repairs

You are requested to report the need for repairs promptly giving full and accurate details of the fault to ensure that we instruct the correct contractor. The need for repairs can be reported either to a Scheme Manager or direct to the Society's office. Emergency repairs outside office hours should be reported to the Community Alarm Centre by pulling a cord.

7.6 Repairs Priorities

Our staff will categorize your repair according to the nature of the problem and its urgency. The repair category will determine the timescale within which the repair should be completed.

We use the following categories:

Emergency Repairs – These are repairs which seriously affect your enjoyment of, or ability to occupy your home.

Emergency repairs will be completed within 24 hours from the time the emergency was reported during a working week.

Some Examples of Emergency Repairs include:

- Total loss of water (check with Anglian Water Authority first)
- Flooding
- Exposed electrical wiring
- No power (check the trip switch)

- Faults to the warden call system
- Lift failures
- Fire damage

Urgent Repairs – These are repairs which also affect your comfort or convenience. You can expect these to be dealt with within 7 days.

Some Examples of Urgent Repairs include

- Roof leaks (other than severe)
- Severe water seepage to doors and windows
- Leaking pipes causing damage and seized taps
- Blocked sinks, basins, baths, toilets (if it is the only one in the household)
- Repairs to toilet cistern

Routine Repairs – These are repairs which the Society considers to be necessary but to be relatively minor in scope and impact on tenants' enjoyment of their home.

Depending on their nature, these will usually be completed within 28 days.

Some Examples of Routine Repairs include:

- General joinery repairs
- Repairs to doors and windows (where no threat to security, or water seepage)
- Repairs to walls, brickwork and roof tiles
- Minor plumbing leaks not causing damage
- Repairs to kitchen fittings (belonging to the Society)
- Repairs to the external walls, fences and paths belonging to the Society (where no tripping hazard exists)

7.7 Repairs to Heating and Water appliances

The Society will generally aim to complete repairs to the above within 7 days. In situations where the weather is extremely cold, we will endeavor to respond faster.

It is always advisable to keep alternative back-up fan heaters in your home.

Where replacement parts are difficult to obtain, we regret that it may not be possible to meet our usual target response times.

7.8 Rechargeable Repairs

When reporting repairs to us, it is important that you are aware that the Society will recharge tenants for any work undertaken to your home which is determined not to have resulted from normal use, or fair wear and tear.

We will recharge you if the repair arises from neglect, misuse or accidental damage. Similarly, we will recharge if a contractor is called out unnecessarily or where the repair

arises from a 'tenant owned' faulty appliance, or where there is no power in the property because of lack of credit on a meter.

We will invoice you for any rechargeable repair arising from an unnecessary order. It is your responsibility to repay the invoice in full upon receipt or to contact us to make a plan for repayment by instalments.

7.9 Allowing Contractors Access to your Home

We expect you to be fair and reasonable in allowing contractors access to your home to enable repairs to be undertaken. It is a condition of your tenancy agreement that you will allow access. The contractor will try to fit in with the times which are convenient to you, but it will help us deliver a quality service if you are as flexible as possible about availability to your home.

In emergencies we may have to force entry into a property to prevent serious risk to any neighbours health and safety and/or damage to the property or other tenants' personal belongings.

7.10 Failure to Carry out Repairs within Agreed Timescales

We aim to deliver an efficient and reliable service. We recognize that, very occasionally, problems may arise with our service or we may be unable to do what we have stated because of problems beyond our control.

7.11 Monitoring of our Repairs Service

We want to deliver an excellent and continuously improving repairs service to our tenants. You can help us with this by giving us feedback about our repairs processes and performance. A random selection of repairs is inspected periodically. This is so we can satisfy ourselves that work is consistently being carried out to the high standards we expect.

We value your responses and monitor satisfaction levels with all aspects of the service, including contractor performance. We use this to determine how we can improve the service and which contractors we wish to continue using. A summary of the responses is reported to the Board of Management before publication in the Society's Annual Report.

7.12 Specialist Adaptations

Please also note that any specialized piece of equipment such as `clos-o-mat type of WC`s, lifting aids and hoists and auto door openers will be the tenant's responsibility to have serviced and repaired following the end of the warranty period. It is also the tenant's responsibility to have these items removed at the end of the tenancy and to `make good` any surfaces and redecorations as required.

8. Alterations, Adaptations and Improvements to Your Home

8.1 Alterations by You

The Society would prefer you not to make significant alterations to your property, although permission may be granted in some cases. We recognize that tenants take pride in their homes and may wish to make some improvements.

You must discuss your plans with the Property Services Manager well in advance and you need to obtain permission in writing before making any alteration to your home, even if you believe the alteration will enhance the property.

We will need precise details including a plan and details of who will carry out the work. We will not unreasonably withhold permission but we do need to ensure that the proposed works are acceptable and that they will be carried out to a good standard.

Examples of work requiring permission include:

- Satellite dishes
- Laminate flooring (this is only usually permitted in ground floor flats and bungalows)
- Changes to doors or windows
- Installation of new kitchens and or bathroom suites

If in doubt, please ask. You should never start work before written permission is granted. We regret that if work is carried out without authorization, we may have to reinstate the original fixtures or recharge the cost of making good.

Any improvements you make must be at your own cost. They will not affect the rent we charge.

8.2 Internal Decoration

You are responsible for internal decoration in your home. You must ensure that all parts of the interior of your home are redecorated at least once every seven years. You do not need to apply for permission if you are simply painting or wallpapering.

8.3 External Redecoration

The external redecoration of your home is our responsibility. We aim to redecorate the outside of your property approximately every 5 years. We will notify you in advance of work starting.

8.4 Improvements by the Society

We want to ensure that our properties are maintained to a high standard. All properties require updating as they age.

We have projected a lifespan of all major components in our properties on all developments. We will carry out major works at the appropriate time.

Our planned maintenance programme covers the following:

- Central heating systems
- New kitchens

- Bathroom upgrades
- New windows
- New doors
- Upgrading of electrics
- Roof coverings

Planned, regular work will usually be carried out whilst you remain in occupation. You can arrange to stay away if you prefer, but we will not usually pay for you to do so. We will seek to minimize disruption to you and will ensure you have access to essential services overnight if necessary.

We will notify you well in advance of any proposed works.

8.5 Adaptations for People with a Disability

We recognize that many people with a disability would rather stay in their own home than have to move to adapted accommodation. We understand that sometimes even minor adaptations can make a significant difference to tenants with a disability.

Therefore, we will support these tenants in getting a referral to an Occupational Therapist.

The Occupational Therapists team can assist by installing aids, adaptations and facilities appropriate to their needs.

Some examples of works they can carry out include:

- Grab rails
- Bathroom alterations including the provision of wet rooms
- Stairlifts
- Ramps

Please contact your social worker, OT or local GP if you have one, who will be able to assist you.

9. Security, Health and Safety

9.1 Health and Safety Checks

Scheme Managers carry out weekly Health & Safety Checks on all schemes. Tenants who have concerns about Health and Safety issues are encouraged to report these in person to their Scheme Manager or by telephone or email to the office.

We action all reports of tripping hazards and other Health and Safety issues as soon as we become aware of them. Your Scheme Manager will inform you of the procedure in the event of a fire.

9.2 Communal Stairs and Corridors

You may share hallways, stairs and corridors with other tenants. We need all tenants to help us keep these areas clear, clean and tidy.

You should not store items such as bikes, mobility scooters or furniture in these areas as they may be a Health and Safety hazard or restrict escape routes in the case of a fire.

9.3 Fire Exits

Fire exits should always be kept clear and fire doors should not be wedged open or blocked.

9.4 Smoke Detectors and Fire Blankets

We provide a smoke detector in all our properties and replace these if they are faulty. We also supply Fire Blankets in our Sheltered Housing properties. These will be inspected annually.

You should lightly vacuum the detector at least annually to remove dust etc. that may have accumulated. These are tested on all our schemes three times per year by the Scheme Manager at the same time as the warden call system is checked. Where there is no Scheme Manager or visiting Manager, you are advised to check your own smoke detector regularly.

If you do not believe your smoke detector is working properly when you have tested it, or at any other time, please contact the Society to arrange for it to be checked and, if necessary, replaced.

9.5 Smoking in Communal Areas

The law states you are not allowed to smoke in any internal communal place, such as - corridors, lifts, social rooms, guest rooms and laundries etc.

9.6 Fire Safety

Simple measures can contribute to fire safety.

- Do be careful with electrical equipment. Unplug items when not in use
- Do ensure cookers are always switched off after use

9.7 Heaters and Fuel

The use of paraffin and calor gas heaters is not permitted. This is for safety reasons as they can cause fires and even explode if not properly used. Do not store gas bottles or containers in your property, shed or garage.

9.8 Door Entry Systems

We provide door entry systems on some sites. This is to help tenants feel safe in their homes. There is usually a set period during the day when access is unrestricted to allow access for delivery of essential services.

Door entry systems enhance, but do not guarantee, security. Please help us to ensure they are effective. You should never wedge open the communal doors. Please do

not allow access to unknown persons who contact you via the intercom requesting access to the block in order to leave something at another flat. Doing so undermines security if you do not know that the person is a genuine caller.

9.9 Winter Weather Precautions

When it is cold, you should try to keep your home reasonably warm both during the day and at night. As well as minimising health risks to you and any other member of your household, this will help prevent pipes freezing.

Although you may be concerned about fuel prices and high bills, it is often cheaper to have a constant level of heating than switching the heating on and off.

If you go away in the winter, please keep some constant background heating. If you do not take such action, you may be liable for any damage caused to either your own or your neighbours property as a result.

10. Management Rules Relating to your Home and Scheme

10.1 Consideration of Others

Consideration of others is a necessary part of living in one of our properties. You are contractually required to keep the rules. We believe that all the rules we have introduced are reasonable.

10.2 Car Parking

In all cases, parking is on a first-come, first-served basis and does not form part of your tenancy. Only one family sized car per household is permitted to be kept on any of the schemes.

Tenants (and visitors) should always park considerately and between the lines in spaces. Visitors are only permitted to leave a vehicle on the Society's property when visiting a tenant. Parking is NOT available to visitors who leave the site for any other reason; including leaving vehicles for long periods such as if they are at work or away on holiday.

Vehicles must be kept in a roadworthy condition with a current MOT test certificate and be taxed.

Tenants or their visitors should not park any commercial vehicle on any part of the Society's property without prior written consent. No businesses should operate from the Society's car parks.

All vehicles on the Society's property are there entirely at their owner's risk. The Society accepts no responsibility for loss or damage, however caused.

10.3 Mobility Scooters

We realise that many people now use mobility scooters. If you need to purchase a mobility scooter, please contact your scheme manager beforehand as they will need to consider arrangements for charging and storage. For fire safety reasons, it is not possible to store scooters in communal areas.

10.4 Pets

Pets are not permitted except for Assistance Dogs. Pets will be permitted to visit residents with prior written consent for short periods during the day but will not be allowed to stay overnight except for Assistance Dogs

10.5 Communal Gardens

The communal gardens are not private gardens and therefore do not form part of any tenancy agreement. The grounds maintenance contractors are responsible for keeping the gardens tidy, and the cost of this is paid through the service charge for each individual scheme. The contractors should only take such instructions from the Society.

10.6 Disposal of Rubbish and Bulky Items

It is the responsibility of the council to provide a general refuse collection service. Buildup of rubbish can look unsightly and attract further rubbish. In order to keep your scheme looking nice, please ensure that you put your household rubbish in the proper place, using recycling facilities where provided.

It is your responsibility to dispose of household items, including unwanted furniture. If you have large items to dispose of and are unable to transport these to a local council refuse depot, please contact the council who can arrange a collection service. There is a charge for this service. There are also some charities who may be interested in collecting some items.

If we have to remove large items because they have been abandoned, we have to pay the full cost of removal. This could reflect on the cost of the service charges at the scheme, which is shared by all the tenants living there.

10.7 Temporary Absence

We know that there may be occasions when you may need to go away from your home for a lengthy time but have every intention of returning.

Although there is no requirement to let us know if you are just going away for a short time, it would help us by knowing.

We would, however, like to be informed if you are likely to be away for more than 14 days. This is so that we know you are safe and understand the situation if we receive reports that the property appears unoccupied. Otherwise, we may unnecessarily call your next of kin or even enter your home if we are worried about your welfare.

If you plan to be away for a long period e.g. several months, it is essential that you inform the office in writing with the following information:

- Reasons for your absence
- Likely duration
- Certainty of return
- Arrangements for payment of rent
- Your temporary address

Please take adequate precautions to ensure there are not any water leaks and your property is secure whilst you are away.

If you claim housing benefit you should let Norwich City Council know as there are rules regarding how long this will be paid depending on the nature of your absence.

If you claim housing benefit and go into residential care for a trial period, you are entitled to receive housing benefit as normal as long as your absence is temporary. If you decide to stay, housing benefit will normally stop as soon as you make that decision.

10.8 Leander Court Residents Only

All residents of Leander Court must note and agree to the following;

- **The tenant undertakes to ensure that their flat's Vent-Axia Sentinel Air Flow Unit runs continuously and is left permanently in operation.** In addition the tenant is responsible for the biennial (every other year) replacement of the unit's filters (from date of occupation). Should the 'Vent-Axia Sentinel Air Flow Unit be switched off or isolated for a period of time for any reason (not including short periods for routine maintenance), then the Society cannot be held responsible for any moisture related defect; condensation, mould or mildew growth that transpires. This also applies to any misuse of the appliance that becomes evident. Any resulting defect will be the tenants' responsibility to rectify. Should the tenant wish, the Society will assist with a repair but only on the understanding that all the costs will be recharged.
- The Society will be responsible for routine and general maintenance of these 'Vent-Axia Sentinel Air Flow Units.

11 Communal Services on Schemes

11.1 Services

You pay a service charge for all communal services we provide on your scheme. This is based on actual costs. You will be given a breakdown of our costs each time your rent is reviewed.

Tenants are encouraged to make full use of the communal facilities, the running costs for which are covered by the Service Charge. These facilities can be used by tenants at any reasonable time of day or evening. In addition, it may be possible to make

common rooms available for family and other functions by prior arrangement with the Scheme Manager.

We aim to keep the communal environment on your scheme as pleasant and as clean as possible. We maintain the communal grounds. We try to ensure it is safe by providing appropriate lighting and security features where applicable.

11.2 Laundry Facilities

We provide laundry room facilities at our sheltered schemes. Please refer to the information on the machines at each scheme. The cost of using these machines is reflected in the service charge. Scheme Manager will demonstrate the operation of the machines if required.

The laundries are for the exclusive use of tenants and their carers. They are not for the use of tenants families. On some schemes there are fixed opening times but use early in the morning and late in the evening is not permitted.

11.3 Lifts and Stair lifts

Westwood House and Fiddy's Yard each has a passenger lift for use by tenants and visitors. For other uses such as transporting large or heavy items, permission should first be obtained from the Office at Bracondale.

11.4 Gardens

The Society employs grounds maintenance contractors to keep the garden areas tidy. You are encouraged to make use of the gardens, seating and other facilities as the weather permits. Normally permission would be given for planting tubs close to your property, but this is at the discretion of the Property Services Manager and subject to health and safety.

11.5 Concessionary TV Licenses, Aerials and Satellite Dishes

Some schemes benefit from a concessionary TV license. Tenants over 75 years of do not need to pay the fee if they are in receipt of tax credit. Under most circumstances consent will be given for a satellite dish fitted by a specialist reputable contractor. Prior agreement should be obtained from the Society's office. Cable TV may be available at some locations. You will need to contact the appropriate supplier.

11.6 Lighting

We provide and maintain the communal lighting. Please help us to keep your scheme well-lit by reporting lights that are not working.

11.7 Cleaning

If you live where there are communal corridors or stairways, you can expect these to be kept in a clean and tidy condition. Carpets are vacuumed weekly and walkways swept and kept clean.

11.9 Social Rooms

Social rooms are located on most of our schemes. Scheme Managers can assist and facilitate activities, but we recommend that schemes have their own social committees. Please keep the manager informed of all activities.

12. Neighbour Complaints and Anti-Social Behaviour

12.1 Our Policy

We aim to make our schemes pleasant and secure places to live. We recognise the right of all our tenants to live in their home and community free from the effects of unacceptable nuisance, anti-social behaviour and harassment and we will take appropriate action where there is evidence that this right has been breached. We will ensure all tenants are aware of their obligations, the tenancy clauses that refer to nuisance, anti-social behaviour and harassment and the potential consequences of any breaches of these clauses.

We will do this by:

- Taking seriously all reports of neighbour nuisance, anti-social behaviour and all forms of harassment.
- Responding to reports quickly in an effective, sensitive and consistent manner.
- Taking appropriate action, including legal proceedings, to stop neighbour nuisance, anti-social behaviour and harassment of any kind of those responsible.

Our response of reports of neighbour nuisance, anti-social behaviour and harassment will be based on the following principles:

- Everyone has the right to their chosen lifestyle, but this must not interfere with the quality of life of others.
- There should be tolerance and respect for the needs of all others.
- The Society has a duty to ensure that the right of all tenants to quiet enjoyment of their home is upheld.

12.2 Anti-Social Behavior – A Legal Definition

Anti-social behaviour (ASB) is defined in the 1996 Housing Act and the Anti-social Behaviour Act 2003 as:

‘Conduct which is capable of causing nuisance or annoyance to any person and directly or indirectly relates to or affects the housing management functions of a relevant landlord.’

Or

‘Conduct which consists of or involves using or threatening to use housing accommodation owned or managed by a relevant landlord for an unlawful purpose’.

12.3 Examples of Anti-Social Behavior

Anti-social behaviour is behaviour by tenants, members of their household or their visitors, which causes annoyance, nuisance or disturbance to anyone else in the area.

The following are examples of behaviour we consider to be anti-social:

- Loud music
- Abandoned cars
- Loutish behaviour
- Criminal activity like drug dealing
- Domestic violence
- Vandalism or violence against people and property

12.4 Graffiti and Vandalism

Graffiti and vandalism are crimes, and we encourage you to report these to the police as well as ourselves. Please let us know if you are aware of the identity of perpetrators. It is only by ensuring that the police are aware of crime that we can encourage patrols. We will seek to repair vandalised areas and remove graffiti as soon as possible.

12.5 Harassment

Harassment is any conduct perpetrated as a result of age, creed, disability, nationality, race, religion, sex or sexual preference which is unreciprocated and unwelcome by the recipient; or any such conduct based on the above characteristics which affects the dignity of any individual group or group of individuals in their own home by creating a hostile, humiliating or intimidating environment. It is often premeditated and recurring.

Harassment can take many forms including:

- Intimidating, threatening or aggressive behaviour, both verbal and physical
- Attacks on property, damage to possessions or offensive or racist graffiti
- Direct Sexual comments or gestures
- Abusive language and or behaviour including threatening letters or phone calls

Racial harassment can be any incident which is perceived to be racist by the victim or any other person.

Racial harassment can include behaviour which is:

- Intimidating or threatening
- Offensive or aggressive

It can take the form of:

- Verbal abuse
- Physical violence or damage towards property

12.6 Domestic Violence

We recognise that domestic violence affects men as well as women. We will not tolerate domestic violence.

If you are a victim of domestic violence, we strongly encourage you to report the matter to the police who have specially trained officers to deal with this.

We will carry out repairs to a victim's home, including changing locks in cases of sole tenancies, where a police crime reference is provided. We will always consider taking possession proceedings against perpetrators of domestic violence in cases where one tenant must vacate because of such actions.

12.7 Tenant Responsibilities

It is a condition of your tenancy agreement that you will not cause a nuisance, disturbance or cause harassment towards other tenants, our staff and our contractors.

If you are a tenant of the Society, you are contractually responsible for the behaviour of yourself, your family, friends and your visitors in your home or at the scheme. Action can be taken against you if your family members, friends or visitors cause a nuisance to other tenants, staff or contractors. We do not have a contract with your family and friends. Our contract is with you. If any breach of your tenancy occurs because of the behaviour of other members or visitors of your household, action may be taken against you as the tenant. This clause applies to unacceptable behaviour by children too.

12.8 Minor Disputes

We are committed to taking decisive action to deal with anti-social behaviour, but we are unable to intervene in minor disputes due to clashes of personalities or lifestyles.

We can take only limited action. For example, because your neighbour gets up earlier than you would like. We cannot intervene in one-off instances of DIY works, including hanging pictures. In such instances, you may wish to politely approach your neighbour and explain the impact that their behaviour is having. They may not be aware that they are causing annoyance and will hopefully modify the behaviour that is the source of the problem.

We feel that it is better if tenants can try to sort our minor problems before involving us. Most people are reasonable and wish to get along with their neighbours.

12.9 Illegal use of the Property

You must not use your home for any illegal purposes. We are committed to taking legal action against any tenant who is convicted of an offence using our property illegally.

12.10 Mediation

We will always seek to resolve neighbour problems satisfactorily by using informal methods in the first instance. As well as writing to and visiting all parties, we may suggest mediation if we feel it would be appropriate. The aim of mediation is to allow each party to explain their actions or concerns and what they feel would be a reasonable solution. The purpose is to reach an understanding of the other person's point of view and to agree mutually acceptable boundaries.

Mediation can be a very effective way of resolving neighbour complaints. It does not necessarily involve face-to-face contact. We can interview each party separately and then explain to each how the other feels.

If face-to-face contact is preferred, we will normally set up a meeting at the Society's office. We will usually facilitate the mediation, but we may use specialist mediation services where available.

12.11 Involving Other Agencies

Other agencies such as the police and the council's Environmental Health team have powers in relation to anti-social behaviour, as well as being a breach of tenancy, the behaviour may be illegal, or cause a statutory nuisance. There are regulations about volume of noise and the council may be able to seize equipment or serve an Abatement Notice. Breach of an Abatement Notice is a criminal offence.

- Please report all incidents of a criminal nature to the police.
- Please report loud music or noise to Environmental Health. They may contact the tenant and will monitor the situation. If nuisance continues, they may visit to assess the level of noise or install specialist equipment in your home.
- Please let us know which agencies you have reported problems to.

As well as having powers to deal with the problem, other agencies can supply us with independent evidence of the nuisance being caused. We can use this to take action against tenants for breach of tenancy. We are committed to working in partnership with other agencies to resolve the issue.

12.12 Legal Action for Possession

If nuisance behaviour persists, we will take further action if we are satisfied that a breach of tenancy exists and that we have sufficient evidence to support this.

We can only end tenancies by a court order. We must ask a judge to give us possession and prove that the case is serious and that earlier attempts to resolve the nuisance have failed. We must produce evidence to prove our case is reasonable. The judge is unlikely to be satisfied by third hand or anonymous evidence. We also may need to ask you to give evidence in court.

We will give evidence of how we have attempted to solve the problem and the opportunities that the other tenant has had to change behaviour.

We cannot guarantee the outcome of legal proceedings as the judge will decide whether it is reasonable to award possession or whether to postpone possession if the

tenant gives undertakings to the court to change his or her behaviour. The judge may dismiss the case. Our role is to present the evidence as fully and comprehensively as possible and to bring in all relevant firsthand witnesses.

13. Tenant Involvement

13.1 Information to Tenants

All staff will be able to give you information regarding individual schemes.

We will send you newsletters at regular intervals telling you about items of interest and features about staff and forthcoming developments as well as other matters which we hope will be of interest to tenants.

13.2 Feedback on Our Services

We welcome views about all aspects of our service. This can be at the office in Bracondale, by telephone or at tenant meetings.

Approximately every three years we ask for feedback via a tenant satisfaction survey. We also ask for feedback when new tenants move into our properties at the early tenancy visit and 6-month property inspection.

13.3 Tenant Meetings

We hold open meetings every six months for all our sheltered tenants at or near their own scheme.

14. Confidentiality and Data Protection

14.1 Confidentiality

All our staff will treat information about you in confidence. We will only collect data for specific purposes, and it will always be accurate and relevant. A lot of the information we store about you will be the personal details you have given us in your application form. We will also store information relating to your tenancy records. We will update these as necessary.

We will usually hold the following details about you:

- Full name, address and telephone numbers.
- Address prior to your commencement of tenancy.
- Date of birth.
- Names and date of birth of all other known household members.
- National Insurance number.
- Next of kin or emergency contact details.
- Details of medical conditions (if supplied).
- Rent payment history.
- Records of complaints you have made including copies of correspondence.

- Any letters you have sent us together with our response.
- Any letters we have sent you, such as notifications of rent revisions.
- Records of allegations made by others about you, including neighbour complaints, our investigations and outcomes.

14.2 Consent Forms

We recognise that sometimes it can be in tenants' interests for us to liaise with official bodies on their behalf. An example of this is Norwich City Council's housing benefit department. It may help you if we can chase the progress of a claim on your behalf. When you move into your property, we will ask you to sign a standard Consent Form. This gives us authority to disclose or discuss information about you to certain outside agencies where this is necessary for the purposes of the Society's legitimate interests as a provider of social housing. These agencies include the police and the local council.

The form is valid for the duration of your tenancy. You do not have to sign it and you can withdraw consent (in writing) at any time.

14.3 Disclosure of Information

Norwich Housing Society will share your personal information with the Society's out of hours emergency service, COntinuous REcording of Lettings and Sales in Social Housing in England (CORE), the Society's maintenance contractors, Utility Companies and Local Authorities as is necessary.

We will not disclose information about you to third parties for marketing purposes without your written permission or a signed form allowing us to do so. We will pass on your contact telephone numbers to our contractors when you place repairs orders or carry out regular maintenance and our landlord obligations.

If you apply for housing with another landlord, we will always ask to see your signed authority before giving a reference.

In certain circumstances, we may make disclosures where we do not have consent. For example, we always wish to cooperate with the police in the detection of crime. We may make disclosures in cases where we have serious concerns that a vulnerable tenant may be the victim of abuse.

14.4 Storing of Information

Information about you is stored in your tenancy file on our computer system, this is protected by password and only authorised employees can access records. Scheme Managers also keep certain records which are stored in locked cabinets. We will not retain personal data on file for longer than is legally necessary.

14.5 Access to Files

You have the right to inspect information we hold about you.

When we receive your request, we will arrange an appointment for you to come into the office to view the information. We may ask you to produce proof of identity when you do so.

It may be the case that individual tenancy files contain records relating to other tenants, whose right to confidentiality is protected by the legislation. This could apply, for example, to people who have written in to complain about a neighbour on the proviso that the Society does not disclose their identity in addressing the issue.

15. Equality and Diversity

15.1 Our Commitment to Equality and Diversity

Norwich Housing Society is committed to a policy of equality and diversity in all aspects of our business. This applies to all our tenants, applicants, Management Board Members, contractors and staff. No service user, potential service user or any other stakeholder in our organisation will be treated less favourably because of their ethnic origin, race, nationality, gender, disability, sexual orientation, age, religion or beliefs.

15.2 Our Service Standards

We gather information about our tenants so that we can try to tailor our services to ensure they are appropriate and meet the needs of all.

- We try to ensure that all groups have equal access to our services and are equally satisfied with the housing and repairs service we provide.
- We aim to ensure our office and meeting venues are accessible to all.
- We offer home visits to any tenant, particularly if they are unable to attend our office due to disability or ill health.
- We aim to assist with recommendations from Occupational Therapists for disabled adaptations in tenants' homes.

15.3 Allegations of Harassment or Discrimination

We take any allegation of harassment and/or discrimination seriously.

If you feel you are being harassed and/or discriminated against by an individual or group in your scheme or a neighbour housed by the Society, or by a member of our staff, please contact the office to arrange a confidential discussion with the Chief Executive. We will investigate your concerns and take action against the individual or people concerned if the complaint is fully substantiated.

16. Tenancy Support

16.1 Support to Tenants who live in Sheltered Housing Schemes

Tenants live independently in their own homes. A Scheme Manager provides back-up support and facilitates provision of care by other agencies if required. It should be emphasized that sheltered housing is very different from residential care. The Scheme Manager does not provide personal care, although they can arrange care through Social Services and external agencies. They are at work during office hours Mondays through to Fridays.

16.2 Support Plans and Reviews

If you are a tenant in sheltered housing, you may be asked to have a Support Plan, which documents your needs, along with any support or care you currently receive. The Scheme Manager will set aside time to discuss your needs and circumstances fully with you. You can ask for a friend, family member or advocate to be present if you wish. You will be asked to sign the Support Plan to ensure you agree to its content and it will be reviewed regularly over time.

17. Complaints

17.1 Informal Complaints

Initially, if the problem relates to a management issue, you should discuss the matter with a member of staff as in most cases things are satisfactorily resolved this way. We will look into the matter and treat you courteously. We will let you know the outcome and explain the reasons behind our decision or actions.

If you are not satisfied that the complaint has been dealt with you can then follow the formal complaints procedure

17.2 Formal Complaints

It is the Society's aim to provide an efficient and completely impartial service for all its tenants and applicants. However, despite these efforts, on occasions, you may feel unfairly treated or experience undue delay. You are encouraged to make a complaint so that your problem can be rectified and our service improved.

Please refer to our Complaints Policy you have been provided with if you want to make a formal complaint. If you do not already have a copy of the Complaints Policy, you can request one from the office at 13 Bracondale, Norwich NR1 2AL, telephone number 01603 625078. A copy of our complaints policy is also on our website.

17.3 Investigation

We will always investigate complaints. We will do this by contacting other tenants who we have been told are aware of the alleged nuisance. We will explain that a complaint has been received and ask them for their comments. Witnesses (therefore evidence) are crucial to backing up any complaints.

18. Transfer on medical grounds

18.1 Applying for a Transfer

Due to health reasons, it may be necessary for you to apply for a transfer from your flat. All tenants who apply for an internal move will have an assessment carried out by a Scheme Manager (not their own). The completed assessment will then be discussed by the panel and it will be confirmed in writing to you if you have been added to the waiting list. Please note you cannot apply for an internal move whilst on a Fixed Term Tenancy.

For further information, please refer to the Application and Lettings Policy.

18.2 Review of the Internal Transfer List

You are encouraged to notify us immediately if you have any change in household or personal circumstances which may affect your transfer request. This is so that all relevant facts can be taken into account when assessing your need for a particular vacancy.

19. Ending Your Tenancy

19.1 Notice Requirements

Your tenancy agreement shows the relevant notice period for your tenancy.

If you wish to end your tenancy, you must give us four weeks' written notice to terminate your tenancy if your rent is a weekly periodic one. If your notice is received on any day other than a Monday, we will start your notice period from the following Monday. You will be required to sign a Surrender of Tenancy Notice.

We require you to give us 4 weeks' notice. However, the exception to this is for those who are tenants at Stuart Court, where we require a full month's notice commencing on the first day of the month following the notice letter.

19.2 Pre-Void Inspection

We will contact you as soon as possible after you give notice to arrange to carry out a Pre-Void Inspection. We will advise you after this of any rechargeable repairs we have identified so that you have a chance to put matters right before you move out to avoid the cost of any recharge. If you have removed any fixtures or fittings, you will need to reinstate these before you leave. Similarly, you will need to make good any unauthorised alterations. Where possible, we will advise you of this at the initial inspection.

We will carry out a further inspection after you move out and it may be that we identify further rechargeable repairs at this time.

19.3 Leaving the Property Clean and Clear

You have an obligation to leave the property in a clean and empty condition. You must remove all your belongings and furniture before you return the keys. Norwich City Council will be able to remove any bulky unwanted items at a cost, but they will only do this if you contact them to arrange it before you leave. We will recharge you any costs involved in clearing or cleaning your former home so it is in your best interests to leave the property empty and ready to relet.

You should not remove any items that have been supplied to you by us. These are our property and are part of the tenancy fittings. If you remove them, we will charge you for the cost of purchasing new goods for the next tenant.

19.4 Leaving Your Rent Account Clear

When you give notice, we will write to confirm the date your tenancy with us will officially end and the amount of rent due up to this date. Once your tenancy has ended, we will write to you again to let you know either an arrear or pre-payment on your account. Your rent account will need to sit at zero at the end of your tenancy.

19.5 Returning the Keys

You will need to arrange to return all keys, fobs and pendants to the main office at 9am the Monday your tenancy ends unless it has been agreed beforehand this can be different. If the office is not open, please post an envelope with the keys through the letterbox, with the address clearly stated.

If you fail to return the keys on time, there may be an extra charge put on your rent account.

19.6 Extending Your Notice Period

We recognise that sometimes tenants may need to extend their period of notice for reasons beyond their control. We will generally have no objection to the notice period being extended for a short time but only with prior consent and with the agreement that extra charges will be put on the rent account.

19.7 Abandonment

If a tenant moves out without giving notice, we will need to legally recover possession of the property. This means that we must serve the tenant concerned with four weeks notice as a minimum requirement before we can change the locks. We will review the circumstances of the case before changing the locks and may seek possession through the courts.

19.8 When a Sole Tenant Dies

We recognise that bereavement is a very difficult time for families. However, upon being informed of a tenant's death by the Executor or Administrator of the estate, and to terminate the tenancy, it is a legal requirement to give the Society notice. The

Society will then serve a Notice Seeking Possession on the property. We will need proof of executorship before we can begin the termination process.

Full rent will still be due for the notice period, and please note that if the tenant was in receipt of Housing Benefit, this will cease to be paid from the date of death. Therefore, any outstanding rent not covered by Housing Benefit will need to be paid from the deceased tenant's estate.

We require a copy of the death certificate.

19.9 Ending the Tenancy by the Housing Society

The society may use current laws and take legal action to end a tenancy if a breach of tenancy has found to have happened. A full investigation would take place before this would happen and the tenant would kept fully informed of the process.

19.10 Moving Out Checklist

It is a requirement of your tenancy that you leave your home clean, empty and in a good state of repair and decoration. Any broken fixtures or fittings must be repaired or replaced before you leave.

Please use this checklist to help identify areas in your home that will need attention before you hand in the keys. The Property Services Manager will be available to answer any queries you may have.

20. Wills and Bequests

For very good reasons, the Society's staff are not permitted to receive gifts of money, bequests or significant presents. The staff should not act as executors for the estate of a tenant or to be a witness to the will.