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# **CONDITIONS OF TENANCY**

You are welcome to contact us with queries and to request information. Our staff are more than happy to help, please do not hesitate to contact the office if you wish to discuss any aspect of your tenancy.

## Contents

### 1. **Allocation of Properties**

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

### 2. **Your Tenancy Agreement**

- 2.1 A Legal Contract
- 2.2 Tenancies
- 2.3 Starter Tenancies
- 2.4 Assured Tenancies

### 3. **Moving into your Home**

- 3.1 Signing the Tenancy Agreement
- 3.2 Paying the rent
- 3.3 Keys to the Property
- 3.4 Decoration Allowances
- 3.5 Liability for Bills
- 3.6 Contents Insurance
- 3.7 3 Monthly Property Inspection

### 4. **Your Rights and Responsibilities**

- 4.1 Rights of Assured and Secure Tenancies
- 4.2 Right of Occupation
- 4.3 Our Right of Access

### 5. **Joint Tenancies**

- 5.1 Legal Position of Joint Tenants
- 5.2 Procedure for Granting a New Joint Tenancy
- 5.3 Relationship Breakdowns
- 5.4 Relationship Breakdown – Rehousing a Former Joint Tenant

### 6. **Rents and Service Charges**

- 6.1 Responsibility for Rent Payments
- 6.2 Rent Setting
- 6.3 Service Charges
- 6.4 Support Charges
- 6.5 Rent Increases

- 6.6 Appeals against Rent Increases
- 6.7 Methods of Paying Rent
- 6.8 Information about Your Account
- 6.9 Rent Arrears
- 6.10 Rent Arrears Protocol
- 6.11 Notice of Seeking Possession
- 6.12 Possession Proceedings for Rent Arrears
- 6.13 Suspended Possession Orders
- 6.14 Court Costs
- 6.15 Eviction

**7. Repairs and Maintenance**

- 7.1 Purpose of the Repairs Service
- 7.2 Our Repair Responsibilities
- 7.3 Your Repair Responsibilities
- 7.4 Condensation
- 7.5 Reporting Repairs
- 7.6 Repairs Priorities
- 7.7 Repairs to Heating and Water Appliances
- 7.8 Rechargeable Repairs
- 7.9 Allowing Contractors Access to your Home
- 7.10 Failure to Carry Out Repairs within Agreed Timetables
- 7.11 Monitoring of our Repairs Service
- 7.12 Specialist adaptations

**8. Security, Health and Safety**

- 8.1 Health and Safety Checks
- 8.2 Communal Stairs and Corridors
- 8.3 Fire Exits
- 8.4 Smoke Detectors and Fire Blankets
- 8.5 Smoking in Communal Areas
- 8.6 Smoking in your Home
- 8.7 Fire safety
- 8.8 Heaters and Fuel
- 8.9 Door Entry Systems
- 8.10 Winter Weather Precautions

**9. Management Rules relating to Your Home and Scheme**

- 9.1 Consideration of Others
- 9.2 Car Parking
- 9.3 Mobility Scooters
- 9.4 Pets
- 9.5 Communal Gardens
- 9.6 Disposal of Rubbish and Bulky Items
- 9.7 Temporary Absence
- 9.8 Leander Court

## **10. Alterations, Adaptations and Improvements to your Home**

- 10.1 Alterations by You
- 10.2 Internal Decoration
- 10.3 External Decoration
- 10.4 Improvements by the Society
- 10.5 Adaptations for People with a Disability

## **11. Communal Services on Schemes**

- 11.1 Services
- 11.2 Laundry Facilities
- 11.3 Lifts and stair lifts
- 11.4 Gardens
- 11.5 Concessionary TV Licenses, Aerials and Satellite Dishes
- 11.6 Lighting
- 11.7 Cleaning
- 11.8 Graffiti and Vandalism
- 11.9 Social room

## **12. Neighbour Complaints and Anti-Social Behaviour**

- 12.1 Our Policy
- 12.2 Anti-Social Behavior – A Legal Definition
- 12.3 Examples of Anti-Social Behaviour
- 12.4 Harassment
- 12.5 Racial Harassment
- 12.6 Domestic Violence
- 12.7 Tenant Responsibilities
- 12.8 Minor Disputes
- 12.9 Illegal Use of the Property
- 12.10 Reporting a Complaint or Incident
- 12.11 Investigation
- 12.12 Mediation
- 12.13 Involving Other Agencies
- 12.14 Legal Action for Possession

## **13. Tenant Involvement**

- 13.1 Information to Tenants
- 13.2 Feedback on Our Services
- 13.3 Tenant Meetings

## **14. Confidentiality and Data Protection**

- 14.1 Confidentiality
- 14.2 Consent Forms
- 14.3 Disclosure of Information
- 14.4 Storing of Information
- 14.5 Access to Files

**15. Equality and Diversity**

- 15.1 Our Commitment to Equality and Diversity
- 15.2 Our Service Standards
- 15.3 Allegations of Harassment or Discrimination

**16. Tenancy Support**

- 16.1 Support to Tenants who live in Sheltered Housing Schemes
- 16.2 Support Plans and Reviews
- 16.3 Other Support

**17. Complaints**

- 17.1 When Things Go Wrong
- 17.2 Informal Complaints
- 17.3 Formal Complaints

**18. Transfer on Medical Grounds**

- 18.1 Applying for a transfer
- 18.2 Review of the internal transfer list

**19. Ending Your Tenancy**

- 19.1 Notice Requirement
- 19.2 End of Tenancy Inspections
- 19.3 Leaving the Property Clean and Clear
- 19.4 Leaving your Rent Account Clear
- 19.5 Returning the Keys
- 19.6 Extending Your Notice Period
- 19.7 Abandonment
- 19.8 When a Sole Tenant Dies
- 19.9 Ending the tenancy by the housing association
- 19.10 Moving Out Checklist

**20. Wills and Bequests**

## 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. We aim to ensure that any offer of accommodation is suitable and appropriate. Following this the application will go before a panel of at least 3 members of staff consisting of Scheme managers and Housing Assistants, this panel 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 usually signs 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 currently 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 Starter or Probationary Tenancy

Used in conjunction with our other policies and procedures, the Starter Tenancy will 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) for up to 12 months (probationary or starter period) and 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, then the process of ending the tenancy will start. This is a much quicker way to end the tenancy compared with an Assured Tenancy.

The AST that we will grant will usually 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 Starter Tenancies. We will do this at the offer stage and again at sign up. It will also be explained and highlighted what are the implications of breaching the agreement.

## **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 such as late payment of Housing Benefit 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 as long as the terms of the order are adhered to.

## **3. Moving Into your Home**

### **3.1 Signing the Tenancy Agreement**

This usually takes place at our office in Bracondale. Please ensure you bring the requested documents with you. This is a good time to ask questions.

### **3.2 Paying the Rent**

You should make arrangements to pay at least one week's rent at the sign up. We are unable to issue keys to the property unless we are satisfied that arrangements for payment are in place. If you will be claiming Housing Benefit to pay the rent, you need to produce some form of documentation proving that you are eligible.

### **3.3 Keys to the Property**

You will sign for your property's keys at the Tenancy Sign Up. 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, but currently this will be no more than £100.00. 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. You will not be able to ask for a further allowance when you redecorate at a later date.

### **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 always liable for council tax separately and additionally for all utility bills such as water, gas and electricity. In some of our sheltered 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 3 Monthly Property Inspection**

A member of staff will arrange a 3 month property inspection after you move in. The purpose of this visit is to check you are satisfied with your new home and deal with any issues you may have with the property. This also gives us the opportunity to check you have settled in and to answer any 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. For example, nobody can be evicted from properties without a court order. 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 situation, we will make every effort to contact you or your designated emergency contact/next of kin. 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, s/he is 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, s/he retains the tenancy and is 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.

In order to avoid problems when couples separate but are unable to agree who should keep the tenancy, the Society will normally grant new joint tenancies only to married couples or partners, or to established couples who can show that they have lived together for one year. This is to protect the rights of the person who was our original tenant.

### 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 leaves 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. S/he 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**

As the tenant of the property, you are responsible for paying your rent. Some of our 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 Offer letter and in your Tenancy Agreement.

If you have any doubts about what is included in your Service Charge, you should contact a member of staff for advice.

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 Society seeks to ensure that its rents are affordable to its tenants. 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**

The rent for your home may include a service charge for services you receive. It 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.

The amount you are required to pay for service charges is shown on a letter given with your tenancy agreement when you sign up. It is 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.

The majority of our service charges are fully eligible for housing benefit. If in doubt please ask a member of staff for advice.

#### **6.4 Support Charges**

Support Charges apply to tenants in some of our sheltered schemes. These relate to the cost of the Scheme Manager Service.

#### **6.5 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 will not increase the rent at all in the first year of a tenancy.

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.

#### **6.6 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.

Secure tenants have the right to object if they disagree with the rent set by the Rent Officer. The matter will be referred to a Rent Assessment Committee which has the power to increase or decrease the registered rent. Before objecting, tenants may wish to clarify the rent that the Society will actually charge as it may be less than the amount set by the Rent Officer.

Norwich Housing Society advises you to contact the Rent Officer direct for advice on the objection procedure as this is subject to change and outside the Society's jurisdiction.

#### **6.7 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.
- **Cash, cheque or Postal Order in person:** Please call at our office in Bracondale. You do not need to make an appointment if you simply wish to

pay your rent but it is best to make an appointment if you would like to talk to someone about your account.

- **Cheque or Postal Order by post to our office:** Please make cheques payable to Norwich Housing Society (or to Stuart Court Memorial Charity for tenants living at this scheme) and post to 13 Bracondale, Norwich NR1 2AL. Remember to always write your address on the back of cheques.

We regret that we are unable to offer a personal collection service to our tenants due to the security risk this may pose to our staff. Tenants with mobility problems or difficulties in making payments should contact a member of staff for advice about suitable payment methods.

### **6.8 Information about Your Account**

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

You can contact us to discuss your account in confidence during office hours. A private area will be made available at our office, or we can arrange to see you in your own home. Please contact the office if you wish to make an appointment.

### **6.9 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. S/he 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.

### **6.10 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

### **6.11 Notice of Seeking Possession**

We are able to 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.

By serving this Notice, we hope that tenants will take whatever steps are necessary to ensure that payments are received in future so that actual Possession proceedings can be avoided.

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 or not to grant an order for possession.

### **6.12 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 as long as 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.

### **6.13 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.

### **6.14 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.

### **6.15 Eviction**

As a caring social landlord, the Society recognises the enormous social cost of eviction to tenants and their family members. We realise that loss of a home can lead to family breakdown, further financial problems and health issues.

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 user 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 want to provide tenants with an excellent repairs service so that they are able to 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 (but not painting or decorating)
- 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 a number of repair items which Norwich Housing Society is not responsible for. You are responsible for the normal upkeep of your home.

**You are responsible for any repairs which arise as a result of tenant damage, neglect or because of faulty household appliances. If any of these occur, the Society can recharge the full cost of any contractor's costs to the tenant.**

*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 plug 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. 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. Please contact the office for a copy of our leaflet on condensation.

#### **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)
- Serious uncontrollable water leaks
- Flooding
- Severe storm damage
- Exposed electrical wiring
- No power (check the trip switch)
- Blocked drains, soil pipe or toilet (if it is the one in the household)
- Damage to doors and windows which may pose a security risk
- 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
- Faulty communal TV aerial
- Damage to hand rails or banisters

**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
- Wall tilings
- Rewashing taps
- Repairs to kitchen fittings (belonging to the Society)
- Easing doors and windows
- Repairs to the external walls, fences and paths belonging to the Society (where no tripping hazard exists)
- Gutter clearance
- Dripping overflows

### **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 and the resident is elderly or disabled, 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 recognise that rechargeable repairs can be expensive to tenants and seek to avoid them. You can help us with this by reading the Repair Check List given to you at sign up.

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.

If you are out when contractors call, they should leave a calling card. Please call the number left on the card to rearrange an appointment or your repair request may not be carried out.

Where a tenant fails to allow access to their property after being requested to do so, the Society may need to take steps, including using legal proceedings, to obtain access to a property to undertake essential works.

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.

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.

In addition to the above, 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.

### **7.12 Specialist Adaptations**

Please also note that any specialised 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. Security, Health and Safety**

### **8.1 Health and Safety Checks**

All our Scheme Managers and staff members visiting sites are required to promptly report any health and safety hazards that they are aware of. 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.

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.

### **8.2 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.

### **8.3 Fire Exits**

Fire exits should be kept clear at all times and fire doors should not be wedged open or blocked.

### **8.4 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 in our semi sheltered and fully sheltered schemes on a quarterly basis 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.

### **8.5 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.

## **8.6 Smoking in your home**

We, at some point in the future may prevent NEW residents from smoking in our properties. All new build properties will have a No Smoking policy added to the Tenancy Agreement.

## **8.7 Fire Safety**

Simple measures can contribute to fire safety.

- Do test your smoke detector regularly if not tested by a Scheme Manager every quarter, and always vacuum it at least once a year
- Do be careful with electrical equipment. Unplug items when not in use
- Do ensure cookers are always switched off after use

## **8.8 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.

## **8.9 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 in order 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.

## **8.10 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 neighbour's property as a result.

## **9. Management Rules Relating to your Home and Scheme**

### **9.1 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.

### **9.2 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. Carelessly parked cars can cause problems for other drivers and can spoil the appearance of the area. The only exceptions are where we have properties which have a garage or driveway specifically used with that property.

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

Visitors are only permitted to leave a vehicle on the Society's property when actually 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 away on holiday.

Tenants or their visitors should not park any commercial vehicle on any part of the Society's property without prior written consent. Permission will not normally be granted for very large vehicles. No businesses should operate from the Society's car parks.

Tenants should not carry out repairs to vehicles other than routine checking on our car parks. This is because the act of repairing vehicles can cause disturbance to other tenants.

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.

### **9.3 Mobility Scooters**

We realise that many people now use mobility scooters. Before purchasing a scooter, you need to consider arrangements for storage and charging. For fire safety reasons, it is not generally possible to store scooters in communal areas particularly if there is a designated scooter store available on site.

### **9.4 Pets**

The Society currently has a 'no pets' policy. However, dogs are allowed to visit tenants for short periods but must be kept under control at all times. This includes being on a lead when outside the flat/bungalow. Dogs are not permitted to use the gardens for

exercise, even if under supervision. Any complaints about the behaviour of visiting animals will be thoroughly investigated and if found to be valid will result in the animal being banned from further visits.

## **9.5 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. Tenants are not permitted to remove or cut back plants in the communal areas or to ask the grounds maintenance contractors to carry out specific works. The contractors should only take such instructions from the Society.

## **9.6 Disposal of Rubbish and Bulky Items**

It is the responsibility of the council to provide a general refuse collection service. Build up 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 bulky household item, including unwanted furniture. We are not responsible for removing these for you. 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 usually a charge for this service, but it is reasonable. 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.

## **9.7 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.

### 9.8 Leander Court Residents Only

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

- **Leander Court is a designated a 'No Smoking' scheme** which means that residents and/or their visitors must not smoke whilst in the flats or in the communal areas which include the surrounding gardens. This includes cigarettes, cigars, pipes, vaping and e-cigarettes.
- **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.

## 10. Alterations, Adaptations and Improvements to Your Home

### 10.1 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.

## **10.2 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.

## **10.3 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.

## **10.4 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.

## **10.5 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. We are committed to assisting tenants with disabilities by installing aids, adaptations and facilities appropriate to their needs wherever possible.

*Some examples of works we can carry out include:*

- Grab rails
- Bathroom alterations including the provision of wet rooms
- Stairlifts are installed by us but there is a weekly cost to the tenant(s) for the maintenance/upkeep
- Ramps

We prioritise cases based on needs as well as the date of request. We base our decisions on needs assessments by Occupational Therapists, GPs and other specialists.

As funding is limited, we are unable to carry out any requests without professional recommendation. You may be eligible for a grant from the council, please speak to a member of staff.

## **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. These machines may be coin operated using 20p coins and the approximate costs per wash and/or dryers are displayed at the scheme laundry. The Scheme Manager will demonstrate the operation of the machines if required.

The laundries are for the exclusive use of tenants and their carers. There are no fixed opening times, but use early in the morning and late in the evening is not encouraged.

## **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.

To make fuller and longer term use of upstairs flats the Society, wherever possible, hires stairlifts for tenant use. Currently the Society pays for the installation of the lift from its Adaptations budget. However, the tenants using the lift are required to pay the weekly hire charge.

## **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 age do not need to pay the fee.

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.

## **11.8 Graffiti and Vandalism**

Graffiti and vandalized areas look unsightly. 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.

## **11.9 Social Rooms**

Social rooms are located on most of our schemes. They are places for general meetings and social events. 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

Each year the Management Board holds one of its meetings at each of the schemes in the evenings.

## **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 of 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 against 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, especially at night
- Abandoned cars
- Loutish behaviour
- Serious criminal activity like drug dealing
- Domestic violence
- Vandalism or violence against people and property

## **12.4 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

## **12.5 Racial Harassment**

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 remarks
- Graffiti or literature
- Physical violence or damage towards property

## **12.6 Domestic Violence**

We recognise that domestic violence affects men as well as women, and that children can also be victims. 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. You will be treated supportively.

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 has to vacate as a result 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 as a result of the behaviour to other members of your household or visitors to 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, or runs a washing machine late at night. We cannot intervene in one-off instances of DIY works, including hanging pictures. It is reasonable for young children to play in private gardens or when supervised in communal gardens during the daytime. We are unable to take action against parents because of young children playing and we would not wish to.

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. It can cause bad feeling if you involve us unnecessarily when a quiet word would suffice.

### **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 Reporting a Complaint or Incident**

Please let a member of staff know if you have a complaint about a serious or persistent nuisance.

You can report incidents by telephone, email, in writing, or in person at the Bracondale office. You can ask for a Scheme manager to visit you if preferred.

### **12.11 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 write to, telephone or visit the other person. We will explain that a complaint has been received and ask them for their comments. If they accept that the complaint is justified, we will ask for an undertaking that there will be no repetition. If the allegation is denied, we will advise that further action may follow if complaints continue. Witnesses (therefore evidence) are crucial to backing up any complaints.

### **12.12 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 the face-to-face contact is preferred, we will normally set up a meeting at a neutral place, such as the Society's office. We will set ground rules such as the need to

remain calm and never to swear. We will usually facilitate the mediation but we may use specialist mediation services where available.

### **12.13 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 will 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.

### **12.14 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 have to 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 have to produce evidence in order 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.

Independent evidence from other agencies is very powerful.

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 first hand witnesses.



## **13. Tenant Involvement**

### **13.1 Information to Tenants**

Scheme managers can give you particular 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 3 monthly property inspection and when tenants report repairs to us.

### **13.3 Tenant Meetings**

We hold open meetings every nine 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, relevant and not excessive. Most of the information we store about you will be the personal details you have given us in your application form. We will also store factual 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.
- Your place of employment (if applicable).
- National Insurance number.
- Next of kin or emergency contact details.
- Details of medical conditions (if supplied).
- Contact details of support workers (if supplied).
- Ethnic origin.
- 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 increases.
- 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. One 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**

As a rule we will not disclose information about you to third parties without your written permission or a signed form allowing us to do so. We will, however, normally pass on your contact telephone numbers to our contractors when you place repairs orders. Please advise us in writing if you do not wish us to do this, but please be aware that this is likely to delay repairs as you may be out when a contractor calls to carry out the work. This means you will then have to contact the contractor direct to make another appointment.

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 which is kept in filing cabinets in the office at Bracondale. This office is locked when the office is closed. Scheme Managers also keep certain records which are stored in locked cabinets.

Information is also stored on our computer system. This is protected by password and only authorised employees can access records.

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 firmly 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, beliefs, class or unrelated criminal convictions.

### **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

Sheltered housing schemes cater exclusively for people aged 60 or over. Tenants live independently in their own homes. A Resident 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 s/he can arrange care through Social Services and external agencies. S/he is at work during daytime hours on Mondays to Fridays. S/he is off duty at weekends.

### 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. A Support Plan also considers any unmet needs and ways of meeting them. The Scheme Manager will set aside time to discuss your needs and circumstances fully with you in confidence. 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.

### 16.3 Other Support

Although we do not supply visiting support ourselves to vulnerable tenants who do not live in our Sheltered or Semi Sheltered Schemes, we are able to give advice on which agencies may be able to assist them.

Please speak to a member of Staff for further details.

## 17. Complaints

### 17.1 When Things Go Wrong

We are committed to providing our tenants with a consistently high standard of service. However, we do realise that sometimes things can go wrong.

We realise that tenants and other affected by our services may occasionally have cause to be dissatisfied. When this happens, we want to take steps to put things right.

You have the right to complain and we take all complaints received seriously. You can be assured that the matters you raise will be treated confidentially.

### 17.2 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

### **17.3 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.

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.

Briefly the 4 stages of the Formal Complaints Procedure are as follows:

1. Submit full details in writing to the Society's Chief Executive at 13 Bracondale, Norwich, NR1 2AL, A written response will be made within 10 working days.
2. If the problem is unresolved to your satisfaction you should write to the Society's Chairman at the Society's office, marking the envelope "Private and Confidential". The Chairman will consider the circumstances and make whatever additional investigations are considered appropriate. You will receive an acknowledgement within 5 working days and a written response within a further 10 working days.
3. If you are still dissatisfied a further written submission should be made to the Board of Management and the situation will be reconsidered at their next Meeting. A response will be sent within 5 working days of this Meeting. New legislation from 1<sup>st</sup> April 2013 requires a complainant to wait a period of 8 weeks from the day after our procedure has been exhausted, before they are able to approach the Ombudsman direct. Should the complainant wish to have their complaint heard sooner than this, then they will need to approach a 'designated person', which can be an MP or Councillor, who can refer the matter for them. The 'designated person' may help resolve the complaint directly, may refer the complaint to the Ombudsman, or may decline doing either. In the latter case the complainant may approach the Ombudsman for consideration of the complaint, before the 8 weeks have passed.
4. Housing Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9GE  
Telephone: 0300 111 3000 (lines are open Monday to Friday from 9:15 to 17:15)  
Fax: 020 7831 1942  
Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

## **18. Transfer on medical grounds**

### **18.1 Applying for a Transfer**

In some instances due to health reasons it may be necessary for you to apply for a transfer. We require a letter from your GP or other similar professional stating the reasons why a move is required. Once this is in order you will be considered for the internal waiting list.

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 periods for your particular type of tenancy.

If you wish to move on, 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.

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 End of Tenancy Inspection**

We will contact you as soon as possible after you give notice to arrange to carry out an initial End of Tenancy 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 in order 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.

An inspection whilst the property is occupied is inevitably not as accurate as an inspection when the property has been vacated. We will carry out a further inspection after you move out and it may be that we identify further rechargeable repairs at this time. The best way to avoid rechargeable invoices is to leave the property clear, clean and in good order throughout.

### **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 reasonable cost, but they will only do this if YOU contact them to arrange it before you leave. If we contact them, the cost will be considerably higher as we will pay a business rate for the service. 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. You should arrange to pay all sums due before you depart.

### **19.5 Returning the Keys**

You should arrange to return all keys to the property on or before the day your tenancy ends. You can either return your keys to a Scheme Manager or to the office at Bracondale.

If you fail to return the keys, we will charge you rent until such time as they are returned.

### **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 please keep us informed, as we may have somebody lined up to take the tenancy of the property. This is likely to be someone in significant housing need so you will understand that we need to keep him or her fully informed.

### **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 have to 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.

Abandoned properties cost us money and they can cost you money, as we will charge rent until such time as we can legally recover vacant possession of the property. They also delay the offer of a tenancy to people in need of a home. Please always tell us before you move out and let us know in confidence if you believe that another tenant may be planning to move out without telling us.

## **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, Power of Attorney or next of kin, and in order to terminate the tenancy, it is a legal requirement to give the Society a minimum of 4 weeks' notice, which must be in writing (longer if required). This enables us to make the appropriate property checks and find a new tenant as quickly as possible. We will need evidence of Power of Attorney or Executor for our records.

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. If there is no money in the estate at the time of death, we will need a letter advising this from the person dealing with the estate.

For our own administrative records, 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 be 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.

- Walls, free from damage, large nails, bolts, cracks.
- Door and window locks and catches working – window keys available.
- Doors free from holes and in good condition.
- Walls/tiles clean, free from marks or nicotine.  
Kitchen surfaces free from splash marks and grease.
- All kitchen cupboards cleaned.
- All floors clean, free from marks.
- Kitchen, bathroom and cloakroom floors (where applicable) washed after any appliances removed.
- WC cleaned and free from limescale.
- Free of self-erected fixtures e.g. shelves, picture hangers, nails and screws.
- All holes left by above to be filled and smoothed.
- All wall, ceiling and paintworks to be sound, free of marks, grease, stains and mould.
- Ensure all gas and electrical fittings you have had installed are removed and reinstated to the original condition by a professional person.



- No leaks to water system.
- Bath, basin, sink, toilet – free from leaks, cracks and blockages.

## **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.