

**Tenant Handbook 2019**

Contents

[**Welcome** 3](#_Toc23595593)

[**Part 1** **History** 4](#_Toc23595594)

[**Part 2** **Contacting us** 5](#_Toc23595595)

[**Part 3** **Emergencies** 7](#_Toc23595596)

[**Part 4** **Moving in** 10](#_Toc23595597)

[**Part 5** **Customer Service** 12](#_Toc23595598)

[**Part 6** **Your tenancy agreement** 16](#_Toc23595599)

[**Part 7** **Rent collection and setting** 20](#_Toc23595600)

[**Part 8** **Living in your home** 23](#_Toc23595601)

[**Part 9** **Repairs and maintenance** 26](#_Toc23595602)

[**Our repair response times** 27](#_Toc23595603)

[**Emergency repairs** 28](#_Toc23595604)

[**Part 10** **Communal areas** 32](#_Toc23595605)

[**Part 11** **Moving on** 34](#_Toc23595606)

[**Part 12** **Ending your tenancy** 35](#_Toc23595607)

# **Welcome**

On behalf of the Association I am delighted to welcome you to your new home. We aim to provide a high standard of specialist housing and support services for older people and vulnerable people. We have produced this handbook, along with our tenancy contract pack, to help you as you move into your new home. It contains useful information about us, the services we provide and your rights and responsibilities as one of our tenants. From time to time it will be necessary for us to update this handbook but the latest version will always be available on our website or we can send you a copy on request.

I hope that you settle into your new home as soon as possible and that we may have the opportunity of meeting together in the near future.

Kind regards

Nick Chambers

Chief Executive

# **Part 1 History**

For over 50 years we have responded to the needs of older people. Today we are the leading social housing provider in Lincolnshire specialising in a wide range of housing and support options for older people.

We understand that in later life people value independence at a time when frailty and disability threaten to take it away. That’s why we pride ourselves in designing, developing and maintaining a very high standard of accommodation and support services, ensuring that the needs of our residents are met.

LACE Housing was founded by Frank Eccleshare O.B.E. in 1964 to help meet the Housing and Care needs of older people within the City of Lincoln. Following a survey initiated by City of Lincoln Council, Frank, a master builder and City Councillor at that time, was challenged by his wife to respond to the needs of the elderly within the City.

During his working life, Frank served during World War II at RAF Scampton, Coningsby and Woodhall Spa before returning to his trade as a master builder within the City of Lincoln. He served as a City Councillor, Chairman of Lincoln City Football Club, Mayor of Lincoln and Chairman of Lincolnshire Social Services.

Frank was awarded the O.B.E. in 1978. He was also a life President of Age Concern, Lincoln and awarded the City of Lincoln Civic Award and Honorary Freeman of the City. Sadly, Frank passed away in January 2008, however his vision continues to inspire us to respond to the needs of older people within the City and County of Lincolnshire.

During the past 50 years we have experienced considerable growth in terms of the amount and range of housing and support services provided. Our continued success is down to the invaluable support and commitment given by our staff, our volunteers and by working in partnership with other agencies and organisations.

# **Part 2 Contacting us**

**Telephoning us:**

**Registered Office and Central Services:** 01522 514444

**Brick Kiln Place, Grantham:** 01476 516358

**Olsen Court, Lincoln:** 01522 522458

**Worth Court, Bourne:** 01778 423138

**Out of hours emergency repair number:** 4.30pm to 9am: weekends and Bank Holidays (emergency repairs only, see repairs and maintenance section of this handbook): XXXXX

**E-mailing us:**

**Email:** [enquiries@lacehousing.org](mailto:enquiries@lacehousing.org)

**Website:** [www.lacehousing.org](http://www.lacehousing.org)

**Registered Office and Central Services:**

Lace House

2 Olsen Rise

Lincoln

LN2 4UZ

**Lace House opening times:**  9am to 4.30pm Monday to Friday (excluding Bank Holidays)

If you intend to visit Lace House it is important that you telephone us to make an appointment first. This will enable us to ensure that the correct person is available to deal with your enquiry.

We can arrange to visit you in your home by appointment. Our staff will always carry identification with them which will be shown to you on arrival at your home. We also ask that you do not smoke in your home two hours before, or whilst our staff or contractors visit your home.

**Housing with extra care schemes**

Brick Kiln Place Olsen Court Worth Court

Caunt Road Olsen Rise ` Barrowby Road

Grantham Lincoln Bourne

NG31 7GJ LN2 4UZ PE10 9LD

**Office opening times:**  9am to 3.30pm Monday to Friday (excluding Bank Holidays)

9am to 1pm Saturday and Sunday (excluding Bank Holidays)



# **Part 3 Emergencies**

**Gas leaks**

If you think you have a gas leak or can smell gas, leave your home and phone the National Gas Emergencies number immediately on **0800 111 999**.

If you’re at home, and you can do it safely, turn off your gas supply. The gas mains tap should be beside your gas meter. Move the handle a quarter turn until it's at 90 degrees from the pipe to shut off the gas supply.

**What to do if you smell gas**

**Do:**

* open doors and windows to allow fresh air in;
* turn off the gas at the mains tap, which is usually near the meter. Move the handle a quarter turn until it's at 90 degrees from the pipe to shut off the gas supply;
* leave the property;
* phone the National Gas Emergencies number on 0800 111 999. Only use a mobile phone from outside the property. The number is free and available 24 hours a day;
* follow the advice given by the emergency adviser;
* wait outside for a gas engineer to arrive;
* if you are feeling unwell, visit your GP or hospital immediately. Tell them you may have been exposed to a gas leak or carbon monoxide poisoning;
* phone us on 01522 514444 and notify our property and maintenance team.

**Don’t:**

* smoke, light a match or use any other naked flame;
* turn any electrical switches on or off;
* use doorbells, mobile phones or any other electrical switches which could cause a spark.

**Fire**

**If you discover a fire in your home:**

Follow the fire action notice given to you in your tenancy contract pack. When we gave you the keys to your new home we will have explained the fire notice to you, as well as provided a verbal summary of the fire detection systems within your individual home and the wider scheme. Please make sure that you and any visitors know what to do in the event of a fire. Make sure you know where the nearest emergency exit is (this might not be the route you usually take). This should be the first thing you do when you move into your new home. We also provided you with a fire safety leaflet produced by the government and we recommend that you read this as you move into your new home and from time to time as a reminder.

We conduct a fire risk assessment for all our schemes and we can provide you with a copy for your scheme on request.

**Water leaks**

**If you have a water leak in your home:**

* turn off the water at the main stop tap (we will have shown you where this is at the tenancy contract meeting); and
* call us on 01522 514444 or xxxx (out of hours 4.30pm to 9am: weekends and Bank Holidays)
* it is dangerous if water is leaking onto electrical fittings, see electrical failure below.

**Electricity failure**

**If you have an electricity emergency:**

* do not touch bare wires, sockets or switches;
* turn the power off at the mains; and
* call us on 01522 514444 or xxxx (out of hours 4.30pm to 9am: weekends and Bank Holidays).

**If you have a power cut:**

* If your power goes off unexpectedly, check to see if your neighbours still have electricity. If their power is also off, you should contact Western Power on **0800 6783 105** or alternatively the electricity network operators have introduced telephone number [**105**](http://www.powercut105.com/) **-** to give you an easy-to-remember number to call that will put you through to the local people who can help during a power cut.
* If your neighbours still have power but your home doesn't, it's likely there is a problem with the fuses or trip switches in your home and you should first check to see if one of your electrical items is faulty and is tripping the fuse. If you have individually unplugged electrical items and have been unsuccessful in resetting the trip switch, please contact our Property and Maintenance team.

In the event of a power outage there are some simple precautions you can take to help best prepare and deal with the situation:

* If electricity is crucial for any medical equipment you have, please contact your DNO at any time as they may be able to put you on their Priority Register for assistance during any power outage.
* Make sure you have multiple torches along with extra batteries.
* Make sure you keep your mobile phone charged so you can make calls in case of an emergency.
* Keep fridges and freezers closed, with a blanket over as they will stay cold for many hours.

**Severe weather**

During periods of severe weather, we would recommend that you are extra vigilant and check your property for early signs of potential weather damage. Our staff may have difficulty reaching you in bad weather conditions, so please do not use the out of hours emergency repair number unless absolutely necessary. During severe weather conditions, we recommend that our tenants:

* report running water overflows as soon as possible to us as they may cause problems if this freezes;
* know the location of the water stop tap in case of a burst pipe;
* keep a torch and extra batteries in an accessible place in case of a power cut;
* know where the emergency telephone numbers for your utility suppliers are kept;
* wrap up warn, make sure you have plenty of food supplies and do not go out unless absolutely necessary;
* keep the heating on constantly at a reasonable temperature.

We provide grit bins and spreading scoops across our schemes for use by our residents. We aim to make sure that they are stocked with grit/rock salt during the winter months between November and March each year. Stocked grit bins provide a facility for residents to grit paths and carparks during winter months. We do not carry out a gritting or snow clearance service. Residents must not clear snow from our schemes. In the event of extreme and prolonged snow fall we encourage our residents to stay indoors and keep safe and warm.

# **Part 4 Moving in**

**When you move in**

After the last tenant has moved out and before you move into your home we will carry out general repairs and maintenance to make sure that it meets our Property Standard. We provided you with a copy of our ‘QP27 Property Standard’ as part of your tenancy contract pack.

It is important that you move into your new home quickly, at the start of your tenancy, or you tell us about any delay. If not, we may think that you do not need the property and have abandoned it. Also, if you are eligible for housing benefit or universal credit you will not be entitled to it until you are actually living in the property.

We want you to be happy and comfortable in your new home and you can decorate and personalise it to make it your own, providing it is returned to us in line with our property standard.

**Visiting you after your tenancy begins**

Within the first six to ten weeks of your tenancy starting we will visit you at your home to make sure that you have settled in okay. We will check:

* that you do not have any difficulties, for example using the central heating;
* all repairs we agreed when you accepted the tenancy have been carried out;
* no further repairs are needed;
* you understand the conditions of your tenancy;
* you don’t have any problems paying your rent and your direct debit has been set up ok;
* that you are getting housing benefit or universal credit (if claimed for);
* that your contact details are correct;
* you are aware of our resident involvement framework and how you can get involved.

Is this less formal in extra care??

**Notifying utility providers**

When you first move into your new home, it is important that you contact the utility companies (for water, electricity and where applicable gas) and provide the meter readings. We make a note of these readings on the day of the tenancy contract meeting. We will tell you if we collect any utility costs as part of your service charge. You should also contact the council tax department and notify them that you are the tenant and are responsible for the payment.

You will also need a TV licence for any equipment that you use to watch TV. You are responsible for paying your own TV licence or seeking any concessions. You should contact the TV Licence Authority at tvlicensing.co.uk.

**Costs of running a home**

In addition to the rent there are quite a lot of expenses associated with running a home, which you are responsible for.

* council tax;
* gas;
* electricity (unless we tell you within your tenancy agreement that this is collected as part of your service charge);
* water (unless we tell you within your tenancy agreement that this is collected as part of your service charge);
* contents insurance;
* telephone/broad band;
* TV licence;
* support and personal care costs (if applicable).

**Insurance**

There are two types of household insurance policies – **buildings insurance** to protect against damage to the structure of your home together with its fixtures and fittings, and **home contents insurance** that protects you against damage or loss of your possessions.

We arrange buildings insurance but you need to arrange your own home contents insurance. You need to make sure you have enough cover for your possessions, including carpets/laminate flooring and all electrical appliances in the event of a flood, fire or similar disaster that could unfortunately result in you having to pay to remove, store and/or replace all your possessions in one go. You should also check if your insurance covers water leaks from your flat damaging the contents of your neighbours, because you will be liable.

We will only repair the structure of the building and will not contribute to the repair/replacement of your personal possessions.

# **Part 5 Customer Service**

**Compliments**

Your feedback is very important to us and helps to shape improvements to our services. By finding the time to say ‘well done’ if a person or service merits it provides a great boost to our staff. Compliments are important as they help us to monitor what works well and when members of staff have been particularly helpful. Compliments can be made by completing our compliment slip that can be found in your scheme, or alternatively by telling us about it either in person, by email, by telephone or our website.

**Complaints**

Our vision is to be Lincolnshire’s leading provider of specialist housing and support services for older and vulnerable people. However, we acknowledge that sometimes things go wrong, or our performance or services will not meet customers’ expectations. We need to know about complaints so we have the opportunity to put things right and improve the services we provide.

If you tell us that you are unhappy with our service, our first priority is to put things right locally and informally. This allows a quick and effective solution to be reached without the need for lengthy investigations under our formal complaints procedure.

We will always ask you to tell us what you would like us to do to put things right. If we are unable to resolve the complaint through taking your requested action, we will explain the reasons for this and discuss alternatives or simply apologise for our mistake and ensure that any lessons learnt are shared across our teams.

We don’t treat everything as a complaint. If you are reporting a first request for service, information or an explanation of our policies and procedures or you are reporting a neighbour dispute or antisocial behaviour, unless your complaint is about how we have handled the case.

Complaints can be made by completing our complaint form that can be found in your scheme or we can send you a copy, or alternatively by telling us about it either in person, by email, by telephone or through our website.

We have published a separate factsheet on complaints and compliments and you can view this on our website or we can send you a copy.

**Satisfaction surveys**

We may also contact you occasionally to ask you to complete a satisfaction survey based on your experiences with some of the services that we provide; this information will be used with the aim of continuously improving our customer service and the services we provide to you and other residents.

**Equal Opportunities and diversity**

We aim to have a working environment and housing schemes that are inclusive and free from discrimination, prejudice or harassment. We believe everyone has the right to be treated with dignity, fairness and respect. We want to make sure that no individual or group experiences unfair treatment in accessing our housing or through other services we provide, such as repairs and rent collection.

We will not discriminate, harass or victimise anyone regardless of their background, characteristics or beliefs. We are committed to eliminating all forms of unfair discrimination and promoting equality by being tolerant, inclusive, understanding and not judging others or their lifestyle choices and challenging prejudices, and conscious and unconscious biases.

We recognise that certain groups and individuals are more likely to be discriminated against. This may be on the grounds of race, gender, including transgender, disability (whether mental or physical), age, sexual orientation, religion and belief, language or other personal attributes, such as physical appearance. It should not be assumed that just because unacceptable treatment does not amount to discrimination, it suddenly becomes acceptable.

We have published a separate factsheet on race and hate crime and you can view this on our website or we can send you a copy.

**How we look after your personal data**

We will process your personal data in accordance with the Data Protection Act 2018 and the General Data Protection Regulations (GDPR). During your tenancy we will collect and process information about you and your household for the following purposes:

* managing your tenancy and the property it relates to;
* monitoring compliance with the terms and conditions of your tenancy agreement;
* delivering support for any extra care and support needs you or any member of your household may have due to vulnerability or ill health;
* conducting surveys in order to monitor and improve our services.

Unless we specifically advise you otherwise, we will only collect and process personal information that we need in order to carry out these functions. This personal information will be stored on our computer systems and/or in a tenancy file. Our electronic and manual files are held securely and we have security measures in place to prevent unauthorised access. From time to time we may need to provide third parties with personal information relating to you. However, this will only occur so that we may accomplish the purposes described in the bullet points above or where we have to do so by law or any government body, or where we consider it to be in your vital interests or if we have your consent.

In cases where arrears remain outstanding after termination of a tenancy agreement we may disclose personal details to tracing and or debt collection agencies. However, we will not sell or rent your information to third parties. We will not share your information with third parties for marketing purposes.

You will have been given a copy of our privacy statement when you applied for housing with us and the latest version is available on our website.

**Right to information**

You have a right to access the information we hold on you. You must make a request in writing, this is called a subject access request. We have one month in which to collate and deliver the information. If we receive a request, we will ask you to provide identification to confirm your identity. This is to protect you from your information being disclosed to someone pretending to be you.

**Getting involved**

We welcome tenants getting involved in the way we work, in managing their homes and the neighbourhood where they live. There are many ways and opportunities for you to have your say and influence the decisions we make.

Some of the ways you can get involved include:

* accessing social media – we use Facebook, Twitter and our website to engage with our residents on our day to day activities;
* participating in resident meetings held regularly with our housing for extra care schemes and we encourage residents to consider forming a residents’ association in their own scheme;
* nominating our staff who you feel are deserving of being considered for an award at our Annual Awards and Presentation Evening for staff/volunteers.
* becoming a scheme based champion – monitoring service contracts and/or building safety;
* joining our tenant scrutiny panel.

For more information about how to get involved please contact us or take a look at our website for more details.

# **Part 6 Your tenancy agreement**

**Your tenancy**

When you signed your tenancy agreement, you made a legally binding agreement with us to keep to the terms and accepted the responsibilities of the agreement. To meet your responsibilities, we will expect you to:

* pay the rent;
* look after your home; and
* behave appropriately.

Different agreements give you different rights. This part of the handbook highlights the main clauses of your tenancy agreement and how they affect you. You need to check what agreement you have and see what applies to you. If you are unsure then you should contact us and we will confirm what your agreement says. You should keep your copy of the tenancy agreement safe and you may need to make a copy available if you make a claim for housing benefit or universal credit.

**Antisocial behaviour, domestic abuse, harassment and safeguarding**

There are clauses in your tenancy agreement which commit you to not taking part in antisocial behaviour, including domestic abuse and harassment. We have published separate factsheets on antisocial behaviour and race and hate crime and you can view these on our website or we can send you a copy.

We are committed to supporting residents to raise safeguarding concerns. Safeguarding means protecting an adult’s right to live in safety, free from abuse and neglect. Safeguarding involves people and organisations working together to stop abuse and neglect happening. Safeguarding does not mean protecting every adult from every kind of harm or risk to their own personal safety but applies where an adult:

* has needs for care and support (whether or not the local authority is meeting any of those needs) and;
* is experiencing, or is at risk of, abuse or neglect; and
* as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

We have published a separate factsheet on safeguarding and you can view this on our website or we can send you a copy.

**Pets and animals**

You must obtain our written permission to keep a pet by first completing our pet permission application form. Due to the type and nature of our accommodation pet permission will only be given under exceptional circumstances where responsible pet ownership can be proven in relation to the scheme in which you live. We will always allow applications for assistance dogs and carefully consider applications where a medical practitioner has recommended a pet for therapeutic reasons.

Cats are by nature free roaming and cat owners have no control over their toileting arrangements. It is for this reason we only grant permission for house cats in apartments. Many of our schemes are surrounded by residential dwellings where cats will be roaming onto our communal spaces. We will not therefore respond or investigate complaints regarding any cats fouling in external communal areas.

We have published a separate factsheet on pet ownership and you can view this on our website or we can send you a copy.

**Relationship break ups**

When a couple decide they can no longer liver together, a decision has to be made about their shared home. If you and your partner are joint tenants and you can agree who should keep the tenancy, you can just let us know. We will usually approve such a request if there are no breaches of your tenancy agreement.

If you cannot agree, or the partner wanting to stay is not a tenant, you should contact us immediately and consult a solicitor or seek advice from the Citizen Advice Bureau or a local housing advice service. If you live in one of our housing with extra care schemes we will only approve for the tenant with the care and or support needs to remain as the tenant.

**Rent**

You must pay your rent weekly in advance. We prefer rent to be paid by a monthly direct debit collected on the first of the month.

The rent covers the costs of:

* providing the building; including interest on loans
* maintaining the building; and
* managing your home and the services we provide.

We are a not for profit organisation, but we do have to ensure that the organisation is well managed and that we don’t lose money. We must also achieve value for money and make the most from our existing assets (properties) in order to supply additional social housing units.

It is very important that you pay your rent. In some situations, you could lose your home, and possibly struggle to be rehoused by another housing provider.

If for any reason you think that you will have difficulty in paying your rent, please contact us. We will be able to give you advice and support to help you pay the rent and refer you to other organisations which offer free and independent advice. Please see our factsheet ‘Paying your rent: An important responsibility’ that we can send you or is available on our website.

**Transferring your tenancy (assignment), lodgers and subletting**

You are not allowed to assign your tenancy (transfer your tenancy rights to another person) without our written permission or the permission of a court. Your tenancy agreement sets out your permitted assignment rights and we will be happy to explain these to you.

Some of our tenancies forbid lodgers, so you will need to check what your agreement says, again we are happy to explain this to you. As a provider of specialist housing for older people we only normally grant tenancies to those over the age of 55.

**Using the premises**

You must live in the property as your only or main home and you must not allow any illegal activities to take place in it or from it.

**Carrying out improvements to your home**

It is important that your home is kept in good repair. If you wish to carry out an alteration or improvement to your home, you should contact us to get our written permission.

**Tenancy fraud**

We are committed to preventing and detecting housing tenancy fraud and will take appropriate action to identify and remedy instances of housing tenancy fraud. We define housing tenancy fraud as the use of social housing by someone who is not entitled to it. Housing tenancy fraud includes the following:

* **Unlawful subletting** – this is where a tenant lets out their home without the knowledge or permission of their landlord. Detection in this area is difficult as the original tenant often continues to pay the rent for the property directly to their landlord, but charge the person they are subletting to a much higher rent.
* **Unlawful assignment** – this is where a tenant stops using their tenancy as their main or principal home, allowing another person to live there without their landlord’s permission.
* **Obtaining housing by deception** – this is where a person(s) obtains a tenancy via the local authority or housing association by giving false information in their application for housing, for example not declaring that they are renting another social housing property or own their own home or by giving false information about who lives with them. This is an offence under Part 7 of the Housing Act 1996. For our housing with extra care this could also include giving false information about existing care or support needs.
* **Tenancy succession by deception** – this is where a tenant dies and someone who is not eligible tries to succeed the tenancy.
* **Key selling** – this is where the legal tenant is paid a one-off payment to pass on their keys. Tenancy fraud may prevent an eligible person in need of accommodation from being housed.

# **Part 7 Rent collection and setting**

**Paying your rent**

You must pay your rent weekly in advance. Rent statements are sent to all residents on a quarterly basis and will show all the transactions on the account for the previous three months. We offer the following payment methods:

**Direct Debit**

This is our preferred payment option and we will have completed a direct debit mandate with you at the start of your tenancy. We prefer monthly direct debits collected on the 1st of each month, but we also offer a weekly direct debit collection.

**Internet banking**

Pay using internet banking and quoting:

* LACE Housing Association
* sort code:
* account number:

Please ensure that you include your unique rent account reference number, please check with us if you are unsure of your number.

**Phone**

Pay over the telephone using a credit or debit card on 01522 514444 pressing the option to be transferred to a member of our finance team.

**How we set your rent and service charge**

We offer two forms of social housing rent:

* Affordable rent
* Formula rent

Please see our Rent Setting policy for further information, which is available on request.

**Formula rents** are set according to the Government’s rent restructuring regime; this aims to bring the rents of housing association homes and council homes in line with each other so that tenants in similar areas play similar rents. The formula takes into account property value, number of bedrooms and local average earnings. We recalculate the formula rent on each letting in line with regulatory guidance so neighbouring properties may have different rental charges.

**Affordable rents** are set up to 80% of the current market rent value of properties within the same area. We use independent valuers to value the market rent for our affordable rents. We recalculate the affordable rent on each letting so neighbouring properties may have different rental charges.

**Annual rent increase**

Annual rent increases for weekly tenancies take place on the first Monday in April. You will be given appropriate notice of a rent increase as stipulated in your tenancy agreement, this is usually one month.

**Service charge**

Tenants contribute to the cost for services to the common parts of blocks and estates through a service charge. This cost is not included within the rent. Examples of the costs covered by your service charge includes lighting of internal and external communal areas, gardening, cleaning of shared items, service contracts for lift maintenance, fire and water safety. For more information on what your service charge covers please refer to your tenancy agreement.

Depending on your tenancy agreement we may increase the service charge once or twice a year. You will be given appropriate notice of a rent increase as stipulated in your tenancy agreement, this is usually one month. We may, after consulting with tenants, add to, increase, remove, reduce or vary the services that are provided to you if the impact of the change or cost is, in our reasonable opinion, substantial. In all other cases, we may alter, add to or withdraw the services, or any part thereof, at our absolute discretion.

**Government benefits**

You may be able to claim benefits from the Government to help you with your living costs. If you already receive benefits, please advise the agency of your new address as soon as you move in. We can help give an indication as to the likelihood of your entitlement to benefits as part of our pre-tenancy assessment, although this is only an indication based on the information you give to us at that time.

**Housing benefit** – you can apply for housing benefit to help with rent and some service charge payments. We will tell you which service charges are ineligible for housing benefit. Housing benefit is restricted to the number of rooms needed in social housing. These restrictions only apply to working age tenants. A single person or couple of working age are usually only entitled to one bedroom and if moving into a two-bedroom home then the entitlement to benefit will be reduced by 14%. If this applies to you, we will have explained this to you as part of our pre tenancy service. If there are any changes in your circumstances or you intend to be away for your home for more than 28 days you must contact the housing benefit department immediately to notify them. You should also let us know and make a payment to cover any shortfall in housing benefit whilst you are away to prevent rent arrears.

We will seek to recover any overpayment of housing benefit affecting your rent account, from you using our arrears recovery procedure.

**Universal credit** – From April 2013 all means tested benefits and tax credits will be merged to form one new benefit called universal credit for tenants of working age. This is processed by the Department of Work and Pensions (DWP) and is paid monthly in arrears. The rules on eligible service charges is different to those for housing benefit and as part of our pre tenancy service we will seek to identify whether you will be on universal credit and if so, give you an indication as to your entitlement – although for exact confirmation you would need to speak to the DWP yourself. From 2020 existing housing benefit claimants of working age will start to be contacted by the DWP and transferred over to universal credit.

If there are any changes in your circumstances or you intend to be away for your home for more than 28 days you must contact the DWP immediately to notify them. You should also let us know and make a payment to cover any shortfall in universal credit whilst you are away to prevent rent arrears.

**Council tax** - if you are entitled to housing benefit, you will qualify for council tax benefit. If you are on a low income but do not qualify for council tax benefit, apply to the local council to see if you are entitled to a reduction in council tax. You can apply for a reduction if you live on your own.

# **Part 8 Living in your home**

**Looking after your home**

You have a responsibility to keep your home in a good condition by:

* keeping it clean and tidy;
* keeping the inside well decorated;
* putting your rubbish out regularly and securely and complying with local recycling arrangements;
* keeping communal areas clear of personal possessions;
* parking considerately, parking is on a first come, first served basis for all our schemes;
* repairing at your own cost, any damage caused by you, your family or visitors;
* reporting all repairs promptly and assisting us by reporting any repairs required to communal areas;
* only making alterations with our permission;
* if you have a gas supply in your home you must allow us access for the gas check each year. Failure to do so may result in legal action being taken against you as you will be putting you and your neighbours at serious risk.

**Regular checks to your home**

You need to check your property regularly to keep it in good order. You should:

* test all of your smoke detectors monthly and if the smoke alarm starts making a slow beep-beep beep sound, it is time to change the batteries;
* check the water system (pipes, bathroom, toilets, kitchen) for minor leaks and report any leaks to us to repair.

**Safety in your home**

Here are a few tips to keep you and your home safe:

* never run cables under carpets or overload sockets;
* take care when smoking in your home and make sure you put cigarettes out and abide by the no smoking law in all communal areas, for example stairways, entrance halls, lifts;
* ensure you keep all communal areas clear of any personal possessions as these are a serious risk to health and safety, from being a trip hazard, blocking exit routes in case of an emergency evacuation of the building. These may act as an ignition source and can add to the fire load of any fire occurring in communal areas;
* before you go to bed, turn off all appliances and close all internal doors;
* never remove, replace or alter any fireproof doors, fire resisting glazing, smoke detectors, sprinklers or any fire safety feature. Please keep fire doors closed at all times, unless they are held open on magnetic locks which release on activation of the fire alarm;
* only store or charge mobility scooters in purpose built mobility scooter storage areas or in your own home (we would need to give permission for this). If mobility scooters are involved in fire they can release large amounts of highly toxic smoke and gases that can very quickly prevent you and others using emergency escape routes;
* don’t store bottled gas or paraffin in your home and contact us if you need to store and use oxygen in your home.
* always make sure the main door to your block is locked. Don't let anyone in through a door entry system or a locked communal entry door if you don't know them;
* make sure you know who is at your door before you open it. If in doubt, ask for identification and check with their office;
* If you are away from your home for a week or more on your return you should flush your toilet and run all your taps and shower for two minutes;
* If you are going to be away for more than a couple of days, it is a good idea to turn off your water supply at the stop tap to prevent any undetected water leaks causing damage to yours and neighbouring homes;
* Don’t let visiting children play in shared areas of the scheme;
* Don’t feed birds, other than in a designated area, as this can attract vermin. For this reason, please also avoid feeding bread or food scraps in any designated area.

**Being neighbourly**

Noise is the number one cause of disputes between neighbours. Try to be sensitive and let your neighbours know if there will be unusual noise from DIY or workmen in your flat, or if you are planning a party. Care should be taken so that you do not play music or television at an excessive volume that may be a nuisance to your neighbours.

Wooden and ceramic tile floors transmit sound so easily and we don’t recommend fitting these in upstairs apartments, if you do wish to have these you will need to have an effective sound insulation. Carpets and/or rugs are the most sensitive choice.

Day to day household living, e.g. people moving around, closing doors, reasonable use of household appliances such as washing machines will not be classed as a breach of the tenancy agreement.

**Aids and adaptations in your home**

If you require aids and adaptations to your home, we will work with local government and health authorities, to seek to find the most appropriate solution to meet the needs of our disabled and vulnerable tenants. Adaptations may be funded by a Disabled Facility Grant from the relevant local authority or for small, minor adaptations this may be carried out as part of our repairs budget. Should you require an adaptation to your property, you should contact an Occupational Therapist. We will need confirmation from your Occupational Therapist of how the adaptation will benefit you. We will also need details of the proposed work to assess whether this may have a detrimental impact to the building before giving final permission for the work to proceed.

**Using mobility scooters in your home**

New residents and existing residents who wish to purchase a mobility scooter should apply for permission to use, store or charge a powered vehicle within our schemes. Permission will not be unreasonably refused, unless there is a serious health and safety concern that we cannot reasonably resolve. This is because powered vehicles involved in a fire can release large volumes of smoke and toxic fumes and generate significant heat outputs. If powered vehicles stored in communal escape routes or hallways of individual apartments were involved in a fire, there is potential that escape routes will become impassable and residents could be placed at significant risk from the effects of fire. Therefore, whilst we understand the benefits and independence that powered vehicles can provide residents; the health and safety of all residents, staff and visitors must be our first priority.

Powered vehicles cannot be used within some of our schemes due to the layout of communal corridors or the lack of a lift, designed for carrying powered vehicles.

If you would like to apply to store and use a mobility scooter within your scheme, please complete our powered vehicle application form and a member of our housing and support team will review the completed application to decide whether permission can be granted. For applications to store and charge powered vehicles within a resident’s own apartment our housing and support team will visit to check that the powered vehicle is not creating a health and safety risk.

Applications to use our designated mobility scooter bays (where provided) will initially be done on a first come, first served basis. Where a waiting list is in operation we will take into account and prioritise applications for residents who we believe have the greatest needs/dependency for a powered vehicle in order to retain their independence.

We have published a separate factsheet on mobility scooters and powered wheelchairs and you can view this on our website or we can send you a copy.

# **Part 9 Repairs and maintenance**

Our property and maintenance team provides a responsive and customer focused service for our tenants and ensures that our schemes and grounds remain in a good condition and any repairs are carried out quickly, efficiently and to a good standard. As your landlord, we have a duty to carry out certain repairs when these are needed. Specifically, we are responsible for:

* the structure and exterior of the building – including the roof, walls, windows and external doors;
* installations for the supply of water, gas and electricity including room and water heating;
* toilets, sinks, taps and showers (where we have fitted);
* drains and guttering;
* decoration to the outside and common parts such as lifts, stairways and communal entrances;
* door entry and communal aerial systems.

**Your repair responsibilities**

Our repairs responsibility does not include every repair to your home and the list below gives an idea of repairs and maintenance that are your responsibility to complete:

* programming of heating and hot water time clocks;
* replacement plug and chains on basin and sinks;
* unblocking waste pipes from toilets, bath, basin sinks (unless building system fault)
* replacing or adjusting toilet seats;
* replacement or cleaning/de-scaling of shower curtains, shower heads and hoses;
* resetting of circuit breakers;
* replacement of light bulbs and florescent tubes;
* installation and testing of your own electrical appliances. (This must be conducted by a qualified electrician);
* changing of batteries to smoke alarms;
* repair/renewal of TV aerials (except for communal aerials);
* easing of doors to accommodate new flooring or carpet;
* isolated pest infestation within your accommodation (e.g. ants, wasps, mice etc.);
* for the costs incurred in gaining access to your home in cases where you have locked yourself out or lost your keys, fobs etc.;
* the replacement of lost or mislaid unsuited keys;
* lost fobs and suited keys, that you are unable to organise yourself, can be ordered via us;
* repairing and replacing damaged windows and doors etc.;
* any repair arising out of a break-in or vandalism (except in cases where the incident has been reported to the police and a crime reference number has been obtained).

**Reporting a repair to us**

* **by phone**, by calling 01522 514444 during our office opening hours 9am to 4.30pm Monday to Friday. (outside of these hours, please only call in an emergency, by telephoning xx)
* **by email**, [enquiries@lacehousing.org](mailto:enquiries@lacehousing.org) (do not use this facility for emergencies and out of hours repairs)
* **through our website** [www.lacehousing.org](http://www.lacehousing.org) by filling in our repair form.
* **in person** to a member of our housing and support team if you live in our housing with extra care.

When reporting a repair, it is of great help to us if you can provide full details of the repair, including precise location and times when we/our contractor can attend.

## **Our repair response times**

|  |  |  |
| --- | --- | --- |
| **Classification** | **Timescale** | **Example Types of Repair** |
| **Emergency**  A repair is defined as ‘emergency’ where there is a:   * danger to tenants' health or risk to safety * risk of serious damage to the building * risk of serious damage to the tenants' property * risk of loss of property, including loss by theft   Our response will aim to remove immediate danger to people, prevent serious damage to the property, make the property secure or restore essential services e.g., water, electricity. | Will attend as soon as possible **within 24 hrs**, depending on the severity of the problem.  Appointments not always possible for these repairs as we/the contractor aim to attend as soon as possible. We do expect that when emergency repairs are reported, you will stay in the property, if it is safe to do so, to allow access.  We will, however, always endeavour to make you aware that the issue is in hand and that we/the contractor will be with you as soon as possible. | * Total loss of electric power * Unsafe power or lighting socket or electrical fitting * Total loss of water supply, burst pipe or flood * Blocked/overflowing or leaking foul drain or toilet pan (where there is no other working WC in the house) * Tap which cannot be turned off or on * Total/partial loss of gas supply or blocked flue * Total or partial loss of space or water heating (between 1 Nov. and 30 Apr.) * Insecure external window/door/lock * Fire or serious structural damage * Community alarm/call system failed |

|  |  |  |
| --- | --- | --- |
| **Classification** | **Timescale** | **Example Types of Repair** |
| **Urgent**  A repair is classified as urgent when the:   * tenants' comfort or convenience is seriously affected * disrepair will cause the occupant to incur expense or damage to the property   Our response will aim to remedy the inconvenience and prevent more damage to the property. | Will be attended to **within 3 working days** of reporting the repair.  We/our contractor will always attempt to call ahead to make a mutually convenient appointment to attend. | * Partial loss of electric power (e.g. light, socket etc.) * Partial loss of water supply or minor plumbing leaks or faults, including blocked sinks, basins etc. * Toilet not flushing (where there is no other working WC in the house) * Total or partial loss of space or water heating (between 1 May and 31 October) * Loose/detached/damaged stair treads, banister or hand rail * Entry phone handset failure |

|  |  |  |
| --- | --- | --- |
| **Classification** | **Timescale** | **Example Types of Repair** |
| **Non-Urgent**  A repair is defined as non-urgent where it;   * does not fit above categories * there is no inconvenience or danger to anyone * can wait a short time before response * can be batched with other repairs * is not part of our annual maintenance programme | Will be attended to **within** **28 working days** of reporting the repair depending on the level of work required.  We/our contractor will always attempt to call ahead to make a mutually convenient appointment to attend. | * A faulty extractor fan * Dripping tap * Dripping overflow * Leaking rainwater pipe * Blocked gutters * A faulty shared TV aerial * Internal/external door adjustment * Repairs to kitchen units * Repairs to damaged plasterwork |

## **Emergency repairs**

Emergency repairs are defined as those that pose an immediate risk of danger or harm to people or LACE property. Such works may include:

* serious electrical faults;
* burst pipes or leaking water tanks/boilers;
* loss of entire heating in cold weather;
* roof leaks;
* securing properties.

All emergency call outs will be subject to a minimum charge of £50-00 unless it is determined that the repair responsibility falls to us to rectify. We reserve the right to recharge a tenant £50-00 for a call out if a repair is found not to be a genuine emergency.

**Charging you for repairs or replacements**

There are several situations where the cost of a replacement or repair will be charged back to you, we call this a recharge.

We will recharge you for a replacement or repair if it has to be done due to:

* negligence (which leads to additional repairs);
* deliberate or accidental damage by you, your family or visitors;
* exceeding reasonable wear and tear;
* removal of fixtures, fittings, walls, alterations and works to any part of the building without prior written permission from us;
* the work received permission but was not completed to an appropriate standard;
* inappropriate use of the property (e.g. blocking toilets or sink/basin);
* electrical work carried out that is not certified by a competent electrician;
* gas works carried out contrary to gas regulations;
* loss of keys or security fobs;
* damage to your property caused by lawful entry by the police and other authorised bodies;
* inappropriate use of our out of hours emergency repairs service, see above.

**Major repairs**

We undertake stock condition surveys from time to time to provide us with information about the repairs, maintenance and improvements we need to make to your home over the next 30 years and to ensure that your home meets the Decent Home Standard. The information received forms the basis of our annual planned maintenance programme. A copy of the programme, relating to your home is available on request from us.

**Our contractors**

All repairs are carried out by our appointed contractors or our property and maintenance team. Our appointed contractors follow our policies and procedures when dealing with you and when carrying out their work. We have specialist contractors who carry out gas, electrical and lift maintenance work. We work very closely with our contractors and have a thorough system of checking on the standard of their work.

**Gas Servicing**

Gas safety regulations state that landlords are responsible for carrying out annual gas safety inspections on all their properties that have a gas supply. We have a legal duty to carry out these inspections, so if this applies to your home, you must allow our gas contractor access to your home to complete the inspection and service. Our gas contractor will make an appointment with you to complete this work. If access is refused, we may have to pursue the matter through the courts and we will seek to recover our legal costs.

We have published a separate factsheet on gas safety and you can view this on our website or we can send you a copy.

**Electrical testing**

As your landlord, we have a duty to test the electrical installations in our properties periodically, which is carried out every five years, unless the property is less than ten years old. During the inspection and test, the engineer will turn the power off periodically to carry out the inspection and to ensure he/she can carry out the work safely. This will not affect freezer contents as long as the freezer is closed during periods when the power is off. On average the test and inspection will take approximately four hours to complete. Non urgent repairs will be scheduled for a later date. We will also carry out electrical inspections and tests to our communal areas.

We have published a separate factsheet on electrical safety and you can view this on our website or we can send you a copy.

**Safe water**

The risk of contracting legionnaires disease from a domestic property where the water services are regularly used is very low. The risk increases if the water services have not been used for an extended period. To reduce the risk, you should regularly flush taps, showers and toilets, descale taps and shower heads and keep hot water thermostats at 60°C/65°C. If you are away from your home for a week or more on your return you should flush your toilet and run your taps for two minutes.

We conduct a legionella risk assessment for all our schemes and we can provide you with a copy for your scheme on request.

We have published a separate factsheet on water hygiene safety and you can view this on our website or we can send you a copy.

**Condensation and mould**

Condensation occurs when warm, moist air, produced from activities such as bathing and cooking comes into contact with a cold surface like a window or an outside wall. Condensation can lead to mould growth and can also contribute to asthma and other respiratory problems. You should ensure that you use the heating and ventilation systems in your home and avoid excessive amounts of moisture being produced. If you have a problem with mould or condensation, please contact us for advice.

# **Part 10 Communal areas**

**Areas outside your home**

We always aim to make sure that the shared areas of your home and gardens are maintained to a high standard. We want your home to be a nice place to live. The cost of providing this service is recovered through the service charge.

**Cleaning of communal areas**

We monitor the quality of cleaning across our schemes and we will make sure that we have an appropriate arrangement in place for a contractor or staff member to carry out cleaning. The level and frequency of cleaning will depend on the amount of service charge collected for each scheme.

**Gardening of communal areas**

We will have an appropriate arrangement in place for a contractor or our property and maintenance team to:

* mow any lawn areas regularly and keep them at an appropriate height during the growing season (weather permitting);
* make sure that any flowerbeds are planted with appropriate shrubs and are pruned and maintained xx per year;
* remove or treat weeds and moss on paths and other paved areas;
* clear leaves from paths and paved areas on each visit during the autumn months;
* prune hedges to keep them at an appropriate height and to stop branches from blocking footpaths; and
* check for and remove litter on each visit.

**Graffiti**

We will remove offensive or obscene graffiti within 24 hours of being told about it and seven days for all other graffiti.

**Bulk refuse**

If you have any large items of furniture or domestic appliances (for examples beds, fridges) that you want to get rid of, you should contact your local council to arrange for them to collect and get rid of it properly if you are unable to take it to your local waste disposal centre yourself. Most local councils offer a low cost bulk refuge collection service. Please do not leave any items awaiting collection in internal communal areas as this will be a fire hazard and may block a means of escape in an emergency. Items left in external communal areas should be clearly labelled so that we, and other residents, can see that these items are awaiting collection. Ideally items should be kept in your own home to as close as possible to the collection date as you reasonably can.

**Parking**

If you park a car in the communal carpark we have provided, it must be roadworthy, taxed, and insured. You must not park commercial vehicles, caravans, boats and trailers on any of our carparks, unless you have our written permission.

We would ask that you do not:

* repair vehicles in a way that damages the parking areas;
* park in places that are not authorised spaces, as this may breach planning or fire safety;
* block roadways, access areas, footpaths or cause any other obstruction.

**Estate inspections**

We will carry out quarterly health and safety inspections of all communal areas to:

* identify repairs that are needed to shared areas;
* make sure that there are no health and safety issues;
* make sure all fire signage is in place.

# **Part 11 Moving on**

If you want to move on from your current home, you may wish to consider the following options:

**Local authority and housing association letting schemes**

You may be eligible to apply for housing through a local authority or housing association housing register or choice based letting scheme. Your ability to join will depend on whether you meet any local connections to the area and your level of housing need. This is assessed as part of the registration process.

**Transferring to another LACE home**

A transfer is when you move to another home owned by us. Your ability to join the transfer list will depend on your level of housing need and whether you meet any care and support requirements for the scheme. We will not normally allow a transfer where rent is outstanding or where your current home does not meet our lettable standard and would result in additional costs to us, such as rechargeable repairs or rent loss as a result of an extended period the property has to remain empty.

We have published a separate factsheet on joining our housing waiting list and you can view this on our website or we can send you a copy.

# **Part 12 Ending your tenancy**

You may decide to end your tenancy. If you do, you should follow the instructions in this section. To end the tenancy correctly we would ask that:

* you give us at least four weeks’ notice that must start on a Monday. We will ask you to complete our termination of tenancy form;
* provide us with your forwarding address;
* we can inspect the property before the tenancy ends, and have access to complete any necessary surveys or safety checks and show the prospective tenant around your home. We will only do this with your permission;
* the property is left clean and in accordance with our property standard. Unfortunately, if not we will charge you what it costs us to do the work;
* you remove all furniture and possessions, including any carpets, laminated flooring, and curtain poles, non-standard electrical fittings and removed and made good connections to washing machines. Unless we have agreed that any of these can be left.
* all keys, fobs, pendants, window lock and lockable cupboard keys are returned to us by no later than 10am on the day following termination of the tenancy. Unfortunately, if keys are not returned on time we will have to charge you one week’s rent and service charge for each week, or part week, that the keys are overdue;
* you let us have details of your utility suppliers (if applicable);
* you notify any of the following agencies if applicable;
* the local council tax and housing benefit department
* any utility suppliers, i.e. electric, gas, water (if applicable) and provide a final reading so charges will not accrue.

Rent will be due until the date the tenancy ends. If you are paying rent by housing benefit, please ensure it is paid up to and including the last day of your tenancy.

We have published a separate factsheet on ending your tenancy with us and you can view this on our website or we can send you a copy.

If you do not give notice but move out of your home, we may consider that you have abandoned the tenancy and will start action that may result in taking possession of your home.

**Succession of tenancy**

In the event of the death of a tenant, an occupant residing in the same property may have a legal right to succeed (take over) the tenancy.

For assured and assured shorthold tenancies, there will only generally be one or two types of succession as a legal right (statutory succession):

* Remaining joint tenant (assured and assured shorthold tenancies)
* Spouse or civil partner or common-law equivalent (assured tenancies only)

Tenancies only have one right to succession therefore if the deceased tenant was themselves a successor no further succession can take place.

However, we may grant further succession rights beyond statutory succession as set out in our tenancy agreement and at our absolute discretion. This is known as contractual succession. Contractual succession may provide for more than one succession to take place or to grant succession to a family member. Individual tenancy agreements should be checked for any such contractual obligations.

We will not approve assignment or succession to someone who does not meet our allocation criteria, i.e. does not meet our age criteria or where applicable the successor does not require the care and support requirements of the scheme. Please refer to individual tenancy agreements.

**Us ending your tenancy**

In some cases, we may want to end your tenancy. The main reasons we would consider doing this is if you do not pay your rent, you have breached the conditions of your tenancy, for example being involved in antisocial behaviour, your care and or support needs are in excess of what can be reasonable provided within your scheme or you are no longer living in your home. We can only do this in accordance with your tenancy agreement.