



Tenant Handbook 2024



Table of Contents

	3
Part 1 History	4
Part 2 Contacting us.	5
By telephone:	5
Lace House telephone opening times:	5
E-mailing us:	5
Part 3 Emergencies	7
Gas emergencies	7
Fire	8
Water leaks	8
Electricity failure	8
Severe weather	9
Part 4 Moving in	10
Part 5 Customer Service.	12
Compliments	12
Complaints.	12
Satisfaction surveys.	13
Equal opportunities and diversity	13
Getting involved	15
Part 6 Your tenancy agreement.	16
Your tenancy	16
Antisocial behaviour, domestic abuse, harassment	16
Safeguarding.	17
Pets.	18
Domestic Abuse	18
Rent.	19
Carrying out improvements to your home.	20
Tenancy fraud	20
Part 7 Rent collection and setting	21
Paying your rent.	21
How we set your rent and service charge	
Part 8 Living in your home	

Looking	after your home
Regular o	checks to your home
Smoking	
Safety in	your home
Being ne	ighbourly
Aids and	adaptations in your home
Using mo	26 pbility scooters in your home
Part 9 R	epairs and maintenance
Our resp	onsibilities:
Your rep	air responsibilities:
Reporting	g a repair to us:
Our repa	ir response times
Emergen	cy repairs
Urgent re	əpairs
Routine I	Repairs
Charging	you for repairs or replacements
Gas Serv	ricing
Electrica	I testing
Safe wate	er
Condens	ation, damp and mould
Part 10	Communal areas
Areas ou	tside your home
Cleaning	of communal areas
Gardenin	ag of communal areas
Bulk refu	I se.
Parking.	
Estate in	spections
Part 11	Moving on
Part 12	Ending your tenancy
Part 12	The Regulator of Social Housing 41

Welcome.

On behalf of the Association, I am delighted to welcome you to your new home. We aim to provide and maintain a high standard of specialised housing and support services for older and vulnerable people, delivered through a strong brand, service excellence and meaningful partnerships. We have produced this handbook, along with our tenancy contract pack, to help you as you move into your new home. It contains an overview of 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. We produce a series of factsheets that provide more detail on our services. These and the latest version of our handbook 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, and we may have the opportunity of meeting together soon.

Kind regards

Nick Chambers

Chief Executive

Part 1 History.

We have responded to the needs of older people for 60 years. 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, 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 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 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 60 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 board, volunteers and by working in partnership with other agencies and organisations.

Part 2 Contacting us.

Customer service standard:

We have a customer service standard approved by our resident involvement group.

You can view our customer service standard on our website, or we can send you a copy.

By telephone:

LACE House:	01522 514444
Brick Kiln Place, Grantham:	01476 516358
Olsen Court, Lincoln:	01522 522458
Worth Court, Bourne:	01778 423138

Lace House telephone opening times:

9am – 1pm, Monday to Friday. Please only report emergency repairs outside of our opening hours, see section below.

Out of hours emergency repair number: 01522 514444 followed by Option 1:

1pm to 9am plus weekends and bank holidays.

For a list of emergency repairs see page 29 of this handbook. Our on-call Property and Maintenance team member will speak to you and assess if the repair is an emergency.

Our website provides lots of useful information and advice, and you may find the answer to your query without the need to contact us.

Website:

www.lacehousing.org

E-mailing us:

housing@lacehousing.org

repairs@lacehousing.org

brickkilnplace@lacehousing.org

olsencourt@lacehousing.org

worthcourt@lacehousing.org

Registered Office:

Lace House

2 Olsen Rise

Lincoln

LN2 4UZ

Lace House opening times: Lace House is not open to residents or members of the public without a prearranged appointment.

As Lace House is not open to the public, it is important that you telephone us to make an appointment. Many of our staff work part time, conduct home visits, or are based at other locations. By making an appointment we can ensure that the correct person is available to deal with your enquiry.

We can arrange to visit you at 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	Willoughby Road
Grantham	Lincoln	Bourne
NG31 7GJ	LN2 4UZ	PE10 9LD

Scheme opening times: 9am to 3.30pm* Monday to Friday (excluding bank holidays)

*Subject to any local variances, please contact the Scheme.



Part 3 Emergencies.

Gas emergencies.

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 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 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 hand you the keys to your new home we will explain the fire notice to you, as well as provide 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 fire service. We recommend 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. We can provide you with a copy of your scheme's assessment.

It is important to keep fire doors closed, that doors and self-closing devices are not tampered with, and all communal areas are kept clear of obstructions and combustible materials such as personal possessions, rubbish and mobility scooters. Please immediately report to us any faults or damage to doors or obstructions or hazards in communal areas.

You can view our 'safety in communal areas factsheet' on our website, or we can send you a copy.

Water leaks.

If you have a water leak in your home:

- Turn off the water at the main stop tap (we will show you where this is at the tenancy contract meeting).
- Call us on 01522 514444 and press Option 1 (out of hours 1pm to 9am weekdays, 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.
- Call us on 01522 514444 and press Option 1 (out of hours 1pm to 9am weekdays, 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 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 Western Power 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 severe weather conditions, so please only use the out-of-hours emergency repair service for an emergency. We recommend that you:

- Report a running water overflow, as soon as possible to us, as if this freezes this may cause problems (for tenants this is a landlord repair).
- 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 warm in severe weather conditions, make sure you have plenty of food supplies and do not go out unless necessary.
- Keep the heating on constantly at a reasonable temperature.

We provide grit bins across our schemes for use by our residents. We aim to make sure that they are stocked with grit/rock salt between November and March each year. Stocked grit bins provide a facility for residents to grit paths and car parks during winter months. We do not carry out gritting or snow clearance service. We do not recommend that residents clear snow from our schemes. In the event of extreme and prolonged snowfall 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 start to live 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. The exception to this is if your property is a new build, in which case, you are advised to wait at least 12 months before painting the walls.

Visiting you after your tenancy begins.

Within the first six to eight 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 paid directly to you (if claimed for).
- That your contact details are correct.
- You are aware of our resident involvement framework and how you can get involved.

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, unless these are provided by us through your service charge or by invoice (we will tell you if this is the case) and provide the meter readings. We make a note of these readings on the day of the tenancy contract meeting. 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 for your own TV licence or seeking any concessions. You should contact the TV Licence Authority at tvlicensing.co.uk.

Costs of running your 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 (including accidental cover for damage to glazing, fixtures & fittings).

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' 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. You can share a compliment by telling us about it either in person, by email, telephone, or our website.

We also know that sometimes residents want to show appreciation to members of staff by giving them a gift. However, to protect residents and our staff we do have strict rules on what staff can and cannot accept.

You can view our 'Giving of gifts factsheet' on our website, or we can send you a copy.

Complaints.

Our mission is to provide and maintain a high standard of specialised housing and support services for older and vulnerable people, delivered through a strong brand, service excellence and meaningful partnerships. Sometimes things go wrong, and we fail to meet your expectations. Your feedback, good or bad, will help us to learn and continually improve the services we provide to you and our other customers.

If you tell us that you are unhappy with our service, our priority is to put things right locally and informally. This allows us to reach a quick and effective solution without the need for lengthy investigations under our complaint's 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 share any lessons learnt across our teams.

In most cases we need you to notify us of your problem before you make a complaint. For example, if your home has a problem with damp or mould, or a repair contractor failed to turn up to an appointment, you need to let us know and give us a chance to investigate and fix it. This is known by the Housing Ombudsman as a 'service request.' If we fail to address your service request, you can then make a formal complaint.

The following are not complaints. If you contact requesting information, or an explanation of our policies and procedures, or report a neighbour dispute, or anti-social behaviour, unless your concern is about how we have responded to your request.

You can make a complaint using our complaint form on our website, by email, or we can complete the form with you over the telephone or in person. Please note that if you make a complaint via social media, we will contact you directly but not via social media too discuss the situation with you.

If you prefer, you can ask someone else to contact us on your behalf. We will check we have your permission to engage with the person. We will send our response directly to you and send a copy to the third party unless you give us any other instructions to follow.

We are members of the Housing Ombudsman Service which is set up by the government to look at complaints about housing organisations. The Housing Ombudsman Service is an independent and impartial organisation set up to resolve disputes between tenants and social landlords. The Ombudsman can request us to act if they decide we have not managed your complaint properly. The Ombudsman's Complaint Handling Code manages the way we govern complaints. We seek to comply with the Code and our self-assessment against this Code is available in our complaint section of our website.

If you have allowed us the chance to use our two-stage complaint process you can then ask the Housing Ombudsman Service to investigate your complaint if you are not happy with our response.

You can contact the Housing Ombudsman Service for help, support and advice at any time, and in fact they strongly recommend that you go to them for free advice rather than using solicitors. The Housing Ombudsman Service is contactable at:

PO Box 1484, Unit D, Preston, PR2 0ET, <u>www.housing-ombudsman.org.uk</u> email <u>info@housing-ombudsman.org.uk</u> Telephone 0300 111 3000

You can view our 'Complaints and Compliments factsheet' 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 our services. We usually send a text message and ask you several questions, such as following the completion of a repair. 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 subject to discrimination. 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. We do not assume that just because unacceptable treatment does not amount to discrimination, it suddenly becomes acceptable.

You can view 'race and hate crime factsheet' 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 UK General Data Protection Regulation (the GDPR) and the Data Protection Act 2018. 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 to monitor and improve our services.

Unless we specifically advise you otherwise, we will only collect and process personal information that we need 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 must 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 day-to-day activities.
- Participating in resident meetings held regularly with our housing for extra care schemes and from time to time across our schemes for older people.
- Participating in 'policy cafes.'
- Joining our resident scrutiny panel (if operational).

For more information about how to get involved please see our 'getting involved factsheet' on our website or contact us 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.
- 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.

There are clauses in your tenancy agreement which commit you to not taking part in antisocial behaviour, including domestic abuse and harassment.

We will work in partnership with relevant agencies to attempt to quickly resolve any ASB reported to us.

Antisocial behaviour arises out of inconsiderate acts, patterns of behaviour or targeted actions that cause nuisance, such as:

- Excessive noise (other than day to day living).
- Verbal abuse/harassment/intimidation/threatening behaviour.
- Hate related incidents base on race, nationality, ethnic origin or colour, religion or belief, gender reassignment, age, disability, sexual orientation, or any other reason such as appearance (please refer to our race and hate policy).
- Vandalism and damage to property.
- Drugs/substance misuse/drug dealing/alcohol related ASB.
- Physical violence.
- Prostitution.
- Criminal behaviour.

Please report the ASB to us as quickly as possible. You can do this either over the telephone, or via our online reporting form on our website. Once reported, a member of our housing and support team will carry out an initial assessment of your report within one working day for serious or hate crime and within five working days for all other reports. We will give you appropriate advice and support and guidance on the action that can be taken. We will normally agree an action plan of what we will do i.e. contact the alleged perpetrator and what you will do i.e. keep diary sheets of antisocial behaviour.

Please remember, criminal acts should always be reported to the police first. If the crime is happening at the time, then please call 999. If the crime has already occurred, then call the non-emergency reporting line on 101. You should obtain an incident number for your records. You will also require a crime reference number for any insurance claim.

We have published separate factsheets a 'summary of our antisocial behaviour policy', 'noise nuisance, 'race and hate crime.' We have a 'neighbourhood service standard' approved by our resident involvement group.' These are available on our website, or we can send you a copy.

Safeguarding.

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 the local authority is meeting any of those needs).
- Is experiencing, or is at risk of, abuse or neglect.
- As a result of those care and support need is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

For more information on what is safeguarding and how we will respond, please see our 'safeguarding factsheet' on our website or contact us for more details.

Pets.

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 which do not have direct access to outside. Many of our schemes are surrounded by residential dwellings where cats will be roaming onto our communal spaces. We will not respond or investigate complaints regarding any cats fouling in external communal areas.

For more information on pet ownership, please see our 'pet ownership factsheet' on our website or contact us for more details.

Domestic Abuse.

Domestic abuse can affect men and women of any age, from any culture or religion, living with or apart from their abuser. The abuse isn't always physical. It can also be controlling, emotional or coercive behaviour. It's rarely a one-off incident and tends to get worse over time.

Domestic abuse is unacceptable. If you feel you are a victim of any form of domestic abuse, or feel at risk, or you know someone who you think may be a victim of domestic abuse, we can offer you a range of advice and support. There are organisations who can help.

- <u>The National Domestic Abuse Helpline</u> run by Refuge, which specialises in supporting women suffering domestic violence, on **0808 2000 247**, 24 hours a day.
- **<u>Refuge UK</u>** specialises in supporting women suffering domestic violence.
- <u>Safelives.org.uk</u> a UK-wide charity dedicated to ending domestic abuse, for everyone and for good.
- <u>Mankind.org.uk</u> specialises in supporting men, on **01823 334244**, Monday Friday, 10am-4pm.
- <u>Mensadviceline.org.uk</u> also specialises in supporting men, on 0808 8010327, Monday Friday 10am-5pm.
- <u>Galop.org.uk</u> specialises in support to LGBT + community, on **0800 999 5428** or email help@galop.org.uk for emotional and practical support.

For more information on what is domestic abuse and how we can help and support our residents, please see our 'fact sheet explaining how we can help support victims of domestic abuse' on our website or contact us for more details.

Relationship break-up.

When a couple decide they can no longer live together, a decision must 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. We will only approve the tenant with the care and or support needs to remain as the tenant if you live at Brick Kiln Place, Olsen Court Phase 1 or 2, or Worth Court.

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.
- 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) 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 occupy 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. Customers often assume that small changes don't require permission. Whether you're considering new laminate flooring or mounting a TV to the wall, we'll need to know. We want you to make your home as comfortable as possible, so informing us helps to ensure that all work is completed safely and that you understand what is expected from you at the end of your tenancy. We will write and set out conditions relating to any 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.

For more information on tenancy fraud please see our 'tenancy fraud factsheet' on our website or contact us for more details.

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 instruction form 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. We can set up a direct debit with you over the telephone or via our internet, providing you are the bank account holder and can incur expenditure in your sole name.

Internet banking or through our website.

Pay using internet banking and quoting:

- LACE Housing Association
- sort code: 09-07-20
- account number: 06013120

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

You can also pay directly through our website.

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 accounts payable team.

How we set your rent and service charge.

We offer two forms of social housing rent:

- Formula rent
- Affordable rent

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 pay similar rents. The formula considers 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 determination.

The annual rent determination for weekly tenancies takes place on the first Monday in April. You will be given notice of a change to your rent as set out 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 in the rent. Examples of the costs covered by your service charge include lighting of internal and external communal areas, gardening, cleaning of shared items, service contracts for lift maintenance, fire and water safety.

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 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.

For more information on rent setting and service charges please see our 'rents and service charges factsheet' on our website or contact us for more details. We have produced individual factsheets for our schemes, as service charges vary from scheme to scheme.

Government benefits.

You may be able to claim benefits from the government to help you with your living costs. If you 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 gave us at that time.

Housing benefit – you can apply for housing benefit to help with rent and some service charge payments. We ask that you have any housing benefit paid directly to you. Please do not have it paid directly to us, as your landlord, without our agreement.

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 from 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 are 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 from 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 bases 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 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.
- If a lifeline is installed and not used regularly it should be pressed once a month to test the line.

Smoking.

It is illegal to smoke in any internal communal areas within our scheme. This includes the uses of E-cigarettes. Whilst you may smoke in your own home, we may ask residents not to do so if (i) their smoking becomes an issue to other residents (for example, where the odour or particles from smoking in the home spreads to the communal areas which could affect those with breathing difficulties) and/or (ii) we consider that the smoke is causing damage to the fabric of the building and associated furnishings.

We would ask you to be considerate if smoking in your own home and ensure that your home is well ventilated by opening windows, or alternatively smoke outside the building away from doors and windows in a designated smoking area.

If you smoke in your home, at the end of your tenancy, we will ask you to remove all traces of smoke and nicotine by cleaning and painting all affected parts of your home. We will recharge you for any cost involved in LACE having to complete this work on your behalf. **This may include replacing radiators or UPVC window frames where the nicotine has absorbed into the fabric or mechanism.** If you are a heavy smoker and smoke and nicotine affects our communal paint work, we may recharge you for any additional decoration needed outside of our normal painting schedule.

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 always keep fire doors closed, unless they are held open on magnetic locks which release on activation of the fire alarm.
- Only store or charge mobility scooters or e-bikes 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.
- Do not 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 home, 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 normally refuse permission to install in upstairs apartments. Carpets are the most sensitive choice.

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

For more information, please see our 'noise nuisance factsheet' on our website or contact us for more details.

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.

For more information on how we can support with aids and adaptations, see our 'aids and adaptations factsheet' on our website or contact us for more details.

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. We will not unreasonably refuse permission unless there is a serious health and safety concern that we cannot 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 a fire involves powered vehicles stored in communal escape routes or hallways of individual apartments, there is potential that escape routes will become impassable placing you at 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 priority.

Due to the layout of communal corridors, the design of, or the lack of a lift, powered vehicles are unsuitable for use in specific schemes.

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. We consider applications on a first come, first served basis. Where a waiting list is in operation, we take account and prioritise applications for residents who we believe have the greatest needs/dependency for a powered vehicle to retain their independence.

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.

For more information our policy on mobility scooters and powered wheelchairs, please see our 'mobility scooters and powered wheelchairs factsheet' on our website or contact us for more details.

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.

Our responsibilities:

- Section 11 of the Landlord and Tenant Act 1985, in summary to keep in repair:
 - The structure and exterior of the dwelling-house (including drains, gutters, and external pipes).
 - And proper working order the installations in the dwelling-house for the supply of water, gas, and electricity and for sanitation (including basins, sinks, baths, and sanitary conveniences, but not other fixtures, fittings, and appliances for making use of the supply of water, gas, or electricity).
 - And proper working order the installations in the dwelling-house for space heating and heating water.

We must also follow:

- The terms of your tenancy contract.
- The **Decent Homes Standard**. This sets the minimum 'decency' standard of homes regulated by the Regulator of Social Housing.
- The Homes (Fitness for Human Habitation) Act 2018. This requires our homes to be safe, healthy, and free from things that could cause serious harm. This uses the Housing Health and Safety Rating System to assess against the twenty-nine hazards in rented homes, introduced under the Housing Act 2004.
- The Equality Act 2010. This includes the rights of disabled tenants to reasonable adjustments.

We are regulated by the Regulator of Social Housing, and we must comply with the **Safety** and **Quality Standard**. This sets out a series of outcomes and expectations in delivering our repairs service and in maintaining our homes and communal areas.

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:

- Replacing anything you, or a visitor to your home, breaks due to misuse or neglect, or any damage caused by you, your visitors, your appliances, or equipment.
- Replacing or requesting additional keys and door entry fobs.
- Changing batteries to smoke alarms and carbon monoxide alarms (if applicable).
- Decoration and tidiness (we will make good and decorate any area where we have completed a repair and this results in damage to existing decoration, or an obvious and significant contrast between the repaired area and existing decoration).
- Cleaning/de-scaling of taps and shower heads.
- Programming of heating and hot water time clocks.
- Conducting alterations to any installation or to the structure of your home. Please contact us before conducting any work.

Plumbing:

- Replacing plug and chains on basin and sinks.
- Unblocking waste pipes from toilets, bath, basin sinks, shower traps (unless building system fault).
- Replacing or adjusting toilet seats.
- Replacing shower curtains, shower heads and hoses.

Electrical:

- Replacing electrical plugs and fuses.
- Resetting of circuit breakers.
- Replacement of light bulbs and florescent tubes.
- Installation and testing of your own electrical appliances by a qualified electrician.
- Tv aerials (except those maintained as part of a communal system).

Some residents may need help when it comes to meeting their repair responsibilities. If you need extra help, for example on health grounds or you are experiencing domestic abuse, we will offer you support to meet the conditions of your tenancy contract. We will make this assessment based on your needs at the point of your request, including whether there is anyone else who might assist you, and whether there are any immediate risks to your health or safety. This may include an extension to the scope of repairs which we complete.

You must allow access at all reasonable times to enable us, and our contractors, to maintain your home and complete our health and safety responsibilities. We will normally give you at least 24 hours notice of our request to access your home. We cannot enter your home without your permission.

There are exceptions if we require access in an emergency, such as in response to a water leak with the potential to cause serious harm to your home or a neighbouring home. If you refuse to allow us access, we will need to obtain a court order to enter your home and complete the work.

Reporting a repair to us:

- **By phone**, by calling 01522 514444 during our office opening hours 9am to 1pm Monday to Friday. Outside of these hours, please only call in an emergency, by telephoning 01522 514444 and pressing Option 1.
- **By email**, <u>repairs@lacehousing.org</u> (do not use this facility for emergencies and out of hours repairs).
- Through our website www.lacehousing.org by filling in our repair form.
- In person to a member of our housing and support team if you live at Brick Kiln Place, Olsen Court, or Worth Court.

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.

We assess each repair request and award it one of the following priorities:

Emergency - respond within four hours. Priority will be to make safe and/or secure, with any resulting follow up work completed within published timescales.

Urgent - to complete within five working days.

Routine - within twenty-one working days.

Please note working days are Monday to Friday, excluding bank holidays.

We always prioritise emergency repairs that pose a risk to your health and safety or cause instant damage to your home.

Emergency repairs.

These include:

- Total loss of power.
- Major leaks from pipes or roof.
- Serious structural damage.
- Dangerous electrical fittings or installations.
- Total loss of water supply, burst pipe or tap that will not turn off or on.
- Blocked/overflowing or leaking foul drain soil stack or toilet.
- Blocked flue to open fire or boiler.
- Total loss of space/water heating.

- Any serious security issue, such as front door does not lock or shut, windows jammed open.
- Problems with equipment installed as part of an adaptation to enable independent living.
- Failure of a warden alarm/call system (if provided by us and subject to the Service Level Agreement in place with the nominated contractor).
- Faulty carbon monoxide detectors or smoke detectors.

If we attend an emergency repair and we find it your responsibility to repair, it will be subject to a minimum charge of £55.00 (inclusive of travel) for the first hour with hourly labour rates applied thereafter.

Depending on the nature of the work, we may complete a temporary repair under this response priority and complete the repair under the corresponding response times.

Urgent repairs.

These include:

- Partial loss of power (e.g. light, socket).
- Partial loss of water supply or toilet not flushing.
- Partial loss of space/water heating.
- Severe, visible mould on internal plastered surfaces, such as ceilings or walls.
- Loose/detached/damaged stairs, banister, or handrail.
- Minor plumbing leaks or faults blocked sinks, basins, which cannot be cleared by your interventions.
- Failure of the entry phone handset.
- Failure of the communal tv aerial.

If you have a medical need that means you will be at risk of harm because of the fault we will tailor a response time with you.

Routine Repairs.

These include:

- Faulty extractor fan.
- Dripping tap.
- Dripping overflow.
- Leaking rainwater pipe.
- Blocked gutters.
- Visible mould on internal plastered surfaces, such as ceilings or walls.
- Faulty shared tv aerial.
- Adjustment of internal/external doors.
- Window frames, handles, hinges (except if identified for planned replacement).

- Repairs to kitchen units; worktops, taps.
- Repairs to damaged plasterwork.

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.

Request for us to complete a repair that is your responsibility.

If you request assistance with a repair that is your responsibility, we will consider the capacity and skills of our property maintenance team. Where we can assist, we will provide an estimated cost. If you agree to use our repair service, we will invoice you for the total cost once the work is complete.

Replacing or repairing any Lace fixture, fitting or fabric component required due to misuse, damage, or neglect, whether accidental or on purpose.

Please contact us in the unfortunate event this occurs to your home or a communal area of your scheme. We can provide a quotation to complete remedial works. We may have completed the work before notifying you that we consider it to be your responsibility to remedy. In these circumstances we will write and explain why we consider the repair to be your responsibility and raise an invoice for payment. When we write to you, we will explain your right to appeal if you disagree with our decision.

Removing and restoring alterations you have made to your home.

If you apply for permission to complete alterations to your home, we will write and confirm our approval, including any conditions attached to our permission. This may include our right to complete remedial works if the alteration does not meet our quality, or health and safety standards. It is normally a condition to return your home to its original condition when your tenancy ends, and our permission letter will confirm where this is the case.

Works required at the end of your tenancy.

When you leave your property, we expect you to return it in a good condition and in accordance with our Empty Homes Management Policy and Property Standard. We will write to you if we find a rechargeable repair. In doing so, we will also provide you with a copy of our Recharge Appeal Form.

Missed appointments.

If we make an appointment with you to complete a repair and we are unable to achieve access, we will invoice you for our time unless you notify us in advance of your unavailability.

Removal of items stored in communal areas.

We will remove any unauthorised items found in communal areas. We will store these for a maximum of 14 days, after which time they will be disposed of. If we know who the item(s) belong to, we will charge the person for the cost we incur associated to its removal and disposal.

For more information on our repairs service, please see our 'repair service factsheet' on our website or contact us for more details.

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 our annual programme is available on request.

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 the standard of their work.

We have developed a contractor code of conduct' please see our website or contact us for more details.

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.

For more information on gas servicing and how we will respond, please see our 'gas safety factsheet' on our website or contact us for more details.

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 if 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 in our communal areas.

For more information on our electrical responsibilities as your landlord please see our 'electrical safety factsheet' on our website or contact us for more details.

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 your scheme. We can provide you with a copy on request.

For more information on water safety and how we will respond, please see our 'water hygiene safety factsheet' on our website or contact us for more details.

Condensation, damp and mould.

Damp is the buildup of moisture in a property. It affects building materials (such as walls, floors, ceilings, foundations) and/or home furnishings and belongings (such as carpets, curtains, wallpaper, furniture and clothing). In addition to causing damage, damp can also lead to the growth of mould and other microorganisms. Damp can occur in homes for a variety of reasons. Irrespective of the type of damp (condensation, penetrating, rising or traumatic), we are legally responsible for addressing damp and mould. Damp and mould growth can also contribute to asthma and other respiratory problems.

We will take reports of damp and mould seriously and will assess the report promptly to identify its severity and tackle the underlying causes. We will let you know what we are going to do and how we will monitor for its return.

While damp and mould pose a risk to anyone's health, we recognise that may of our residents are more vulnerable to significant health impacts:

- People with a pre-existing health condition (for example allergies, asthma, COPD, cystic fibrosis, other lung diseases and cardiovascular disease) who are at risk of their condition worsening and have a higher risk of developing fungal infections and/or additional allergies.
- People of all ages who have a weakened immune system, such as people who have cancer or are undergoing chemotherapy, people who have had a transplant, or other people who are taking medications that suppress their immune system.
- People living with a mental health condition.
- Older people.
- People who are bedbound, housebound or have mobility problems making it more difficult for them to get out of a home with damp and mould and into fresh air.

Any tenant who is concerned about any symptoms they are experiencing should consult a healthcare professional and contact our property maintenance team for assistance.

For more information on our response to damp and mould including how we will respond, please see our 'damp and mould factsheet' on our website or contact us for more details.

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

Because we must keep escape routes clear and to avoid any unnecessary fire load, we ask our residents not to leave any personal items in the communal areas. We also recognise that storing of items in communal areas can also prevent our contactors from cleaning these areas effectively.

Gardening of communal areas.

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

- Keep our communal and landscaped areas neat and tidy.
- Remove or treat weeds and moss on paths and other paved areas as required.
- Monitor and maintain grass at a reasonable height during the growing season (weather permitting).
- Prune hedges to keep them at an appropriate height and to stop branches from blocking footpaths.
- Remove litter from landscaped areas during grounds maintenance visits, this includes leaves from paths and paved areas during the autumn months.

For this reason, we also ask that you do not place your own garden ornaments or personal items in the communal gardens as this can hamper our grounds team from completing their grass cutting and maintenance duties.

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.

Parking is on a first come, first served basis for residents and their visitors, across all our schemes. We do not allocate individual parking spaces.

If you park a car in the communal car park we have provided, it must be roadworthy, taxed, and insured. You must not park commercial vehicles, caravans, boats and trailers in any of our car parks, 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 the fire signage is in place.

For more information on how we can work together to ensure the safety of shared spaces, please see our 'safety in communal areas factsheet' on our website or contact us for more details.

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 have 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 because of an extended period the property remains empty.

For more information on joining our waiting list, please see our 'allocation extra care factsheet' and 'allocation non-extra care factsheet' on our website or contact us for more details.

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 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 agree you can leave it.
- You return all keys, fobs, pendants, window lock and lockable cupboard keys to us by no later than 10am on the day following termination of the tenancy. Unfortunately, if you do not return your keys 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 pay your rent to the last day of your tenancy as your entitlement to housing benefit may end earlier than your tenancy.

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

For more information on ending your tenancy and how we will respond, please see our 'ending your tenancy factsheet,' 'ending your tenancy – personal representative' and our 'former tenant debt factsheet' on our website or contact us for more details.

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. Please check your tenancy agreements for your contractual obligations.

We will not approve assignment or succession to someone who does not meet our allocation criteria, i.e. are under the age of fifty-five, 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 more than 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.

Part 12 The Regulator of Social Housing.

We are regulated by the Regulator of Social Housing (RSH), an organisation whose role is set by Parliament and is accountable to the government. The Regulator is responsible for the economic regulation of social housing providers like us, focusing on the way we are governed, our financial viability and the value for money we offer. They also set standards around the quality of our homes and the way we provide services to customers and people applying for housing. These are called Consumer Standards. Anne Graves, Director of Operations, is responsible for ensuring compliance with the Regulator of Social Housing's Consumer Standards for the Association. Anne also acts as the senior lead on Health and Safety and Complaints.

What are the Consumer Standards?

The Regulator has published a Code of Practice to help providers meet the Consumer Standards. The Standards are:

- Safety and Quality Standard
- Transparency, Influence and Accountability Standard
- Neighbourhood and Community Standard
- Tenancy Standard

The approach to regulation.

The Regulator of Social Housing's overall approach to regulation is based on what they call 'co-regulation': this is the idea that the social landlord's board is responsible for their organisation and should account for how it is run, and the outcomes delivered, based on proper evidence. The Regulator has a range of powers to deal with landlords who are persistently failing to meet standards. These enforcement powers range from requiring landlords to put in place performance improvement plans and issuing enforcement notices, through to imposing unlimited financial penalties and removing and appointing officers. The Regulator also asks landlords to collect information on how they are performing through a set of standard measures called Tenant Satisfaction Measures (TSMs). Landlords are required to share these with customers. We will publish our TSMs on our website by the end of June 2024.

Governance.

Our governance structure has an important role in the leadership and decision-making processes of what we do. The board, audit and compliance sub-committee and executive team members provide direction, valuable challenge and scrutiny. Our board members are volunteers and are not paid for their leadership and responsibilities. As a not-for-profit organisation, with charitable status, any surplus we make is invested in the maintenance of our existing homes and the development of much needed new homes for the over fifty-fives. We adopt the National Housing Federation's 2020 Code of Governance.