



FALCON
RURAL HOUSING

TENANT HANDBOOK

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INTRODUCTION

Welcome to Falcon Rural Housing Ltd and your new home.

As a new tenant we hope that you will enjoy living in and looking after your new home.

This handbook is intended to help you to do this and explains what you can expect from the Association along with your rights and responsibilities as a tenant. Also included is various other information that you may find useful whilst you are a tenant.

If any of the information contained in this handbook, or indeed any of the information supplied to you by the Association is not understandable or has failed to include items that you feel are relevant, please have a look at the information contained on our website as it contains more detail than we could include in this Handbook.

If you do not have access to the website, or cannot find what you are looking for, then please feel free to contact us. We can then advise you and ensure that the information you require is supplied and your questions answered.

To contact the Association, our details are as follows:

**Falcon Rural Housing Ltd
Falcon House
3A South Street
Wellington
Somerset
TA21 8NR**

Telephone: **01823 667343**

Website: **www.falconruralhousing.com**

Email: **info@falconhousing.co.uk**

Out of Hours Emergency Repairs telephone number is: **01823 667343**

Please read the information contained in this Handbook before ringing the emergency number.

If you wish to contact a member of staff directly, please give us a ring and we will supply you with the correct email address for that Officer.

ABOUT THE ASSOCIATION

Falcon Rural Housing (“the Association”) was established in 1985 as West Somerset Rural Housing Association Ltd. This was in response to the problem faced by local people of West Somerset in finding and securing suitable affordable housing. Our core purpose was then, as it still is today, to provide truly affordable, rented housing, for local people in housing need.

The Association will only develop housing in villages where there is a proven housing need and it works together with Parish Councils to ensure that the houses provided will be made available to people in need with an established local connection.

We are a “not for profit” organisation and we are registered with the Registrar of Friendly Societies incorporated under the Co-operative and Community Benefit Societies Act 2014 and under the Industrial and Provident Societies Act (1965) with non-charitable rules. We are also a Registered Social Landlord with Homes England and the Regulator of Social Housing.

The Association is managed by a voluntary Board of Management who also live in the areas in which our houses are found. We also make sure that we have adequate tenant representation within our Board Members.

Our administrative support is carried out by a small, professional, local team based in Wellington, Somerset.

MISSION STATEMENT

Falcon Rural Housing Limited will provide genuinely affordable, good quality rural housing within the counties of Somerset and Devon. It strives to be an ethical organisation working closely with District and Parish Councils to meet proven local housing needs with the support of local communities, whilst delivering tenant services as a priority.

EQUALITY & DIVERSITY

The Association has an Equality and Diversity Policy which covers all aspects of its operation including, who is housed, who is employed, and which contractors are used.

The Tenancy Agreement also includes an ‘harassment’ clause. This can be used against tenants that are causing racial, sexual or other severe harassment to any tenants, their visitors, and members of staff or contractors. In extreme cases this can lead to the tenant(s) being evicted from their home.

COMPLAINTS

The Association endeavours to provide our tenants and service users with an excellent level of service.

Sometimes, however, things go wrong and people are dissatisfied. In such cases, we aim to put things right at the first point of contact.

In the first instance, anyone dissatisfied with the Association is encouraged to make an informal complaint by contacting a Housing Officer or another member of staff. Many problems can be resolved in this way without using the formal complaint process.

Complainants will be encouraged to make a complaint formal where they are not satisfied with any other response to their problem.

WHAT IS A COMPLAINT?

A complaint is an expression of dissatisfaction about:

- The standard of service received from the Association or
- The Association's response to a request for a service or
- The Association's action or lack of action.

WHAT IS NOT A COMPLAINT?

Some issues do not fall within the definition of a complaint. This list is not exhaustive, but may include, for example:

- A first request for a service (such as a repair). It will only become a complaint if the service requested has not been performed or has been inadequately performed.
- Neighbour disputes or anti-social behaviour, unless the complaint refers to the Association's failure to deal with the disagreement appropriately.
- An issue regarding hate crime or domestic violence.
- A dispute over the amount of rent or service charge being accurately and legitimately charged in line with policy.
- A claim being dealt with by the Association's insurers.
- A dispute where a resident has commenced legal action against the Association.
- An appeal against policy decisions.

There are alternative procedures for issues of this kind and when you contact us, we will advise you on the relevant course of action that should be taken.

If you have a complaint about us, please contact us as soon as you are dissatisfied.

If you wish to make a formal complaint, please contact us and we will send you a copy of our Complaints Policy and Procedure which explains everything you will need to know about how to make a complaint and how it will be dealt with.

PRIVACY STATEMENT

The Association will process personal information about you and members of your household in ways that will comply with the General Data Protection Regulations (EU Regulation 2016/679) (“GDPR”).

Your personal information may include:

- Any information that we hold now or in the future, including information from application forms
- Any sensitive personal data such as health and medical information
- Any information relating to your dealings with us

The Association will process personal data to help us provide our services, primarily as a Landlord, Developer or Employer, for account and general management, debt collection and enforcement, fraud prevention and detection and for statistical and analytical purposes.

We may disclose data to other bodies associated with our business for any of the above purposes. We will **not** use your data for marketing purposes.

We may contact you by letter, telephone or other electronic methods.

By signing your Tenancy Agreement it allows the Association to process personal data which may include sensitive personal information about you in ways described above.

The GDPR gives you a right of access to your personal data. If you wish to exercise this right or would like a copy of our Privacy Notice, please contact us or visit our website.

YOUR TENANCY

YOUR TENANCY AGREEMENT

Most housing association tenancies are "Assured Tenancies". This means that all tenants under this Tenancy have security of tenure and that the Association can only end the tenancy by obtaining a Court Order for possession of the property. The grounds for obtaining such an Order are for such incidents as non-payment of rent, severe harassment and severe breaches of the Tenancy Agreement.

Unfortunately, it must be pointed out that this security of tenure does not apply to those of you that have Assured Shorthold Tenancies.

The Tenancy Agreement you signed when you moved into your home sets out your rights and responsibilities as a tenant in addition to our obligations as your landlord.

The following pages are intended to help you understand what is in your Tenancy Agreement, but if you require any further information please let us know.

You will also be able to receive independent advice on your position as a tenant by contacting a Citizens Advice Bureau or a housing advice centre such as Shelter.

If your tenancy is a Joint Tenancy, the term 'tenant' applies equally to each Joint Tenant.

Each Joint Tenant individually has the full rights and responsibilities set out in the Tenancy Agreement.

ALTERING THE AGREEMENT

Except for any changes in Rent or Service charges, your Tenancy Agreement can only be altered with the consent in writing of both you and the Association.

SUCCESSION

If a joint tenant dies the tenancy will be transferred into the sole name of the surviving joint tenant.

If a sole tenant dies the tenancy will normally end.

However, a surviving spouse, civil partner or other partner who is living at the property as their only or principal home at the time of the tenant's death can, in most cases, have the tenancy transferred into their name.

If there is another member of the tenant's family who has lived at the property for at least 12 months prior to the death of the tenant and was occupying the premises as their only or principal home at the time of the tenant's death then they **MAY** be able to have the tenancy transferred into their name, providing there is no surviving spouse. This is decided by the Association on a case by case basis.

Any claims for succession must be made in writing within one month of the death of the tenant.

LODGERS AND SUB-LETTING

CAN I TAKE IN A LODGER?

A lodger is someone who you agree to share your home with and who is not a member of your family. You must not let the lodger put a lock on the door of their bedroom (or on any other room). You must keep the right to go into the room from time to time while still respecting your lodger's privacy.

Tenants must get our written permission before you let a lodger move in. Most tenancy agreements allow tenants to take in a lodger, but we will need to check this before we give permission. For more information, please see our website or contact us for a fact sheet.

Remember, you must not allow your home to become overcrowded.

SUB-LETTING

Sub-letting is where you rent out the whole of your home. We will not give permission for tenants to rent out the whole of their home, as this is a breach of your tenancy and a **criminal offence, punishable** by hefty fines and prison sentences of up to two years.

JOINT AND SOLE TENANCIES

It is the policy of the Association to allocate houses by giving joint tenancies wherever appropriate. If you have a joint tenancy it means that both tenants have an equal claim to the tenancy as well as equal responsibilities. Consequently, if a breach of tenancy is committed by one of the tenants, both tenants will be held responsible.

SOLE TO JOINT TENANCY

If you have a tenancy that is in your sole name and you wish to change it to a joint tenancy, the first thing you will need to do is contact us and we will check to see whether you are entitled to apply for a joint tenancy.

Please be fully aware that you can only amend your tenancy once – therefore if you have removed or added someone to the tenancy in the past, we will not be able to do it again – this is Housing Law, not our own policy.

If you are a sole tenant, have not added or removed anyone before and you have an Assured Tenancy, we will then ask you to provide documentary evidence that the spouse or partner you are trying to add has permanently lived at your home for at least the last 12 months and is entitled to benefit from social housing. We will then assess your request for a joint tenancy.

Please be very clear that if your rent account is in arrears, or you have debts outstanding with the Association we will not agree to add someone to the tenancy.

For further information, please see our website or contact us for a fact sheet.

JOINT TO SOLE TENANCY

If you already have a joint tenancy, there are only a limited number of ways that this can be amended to a sole tenancy.

When a relationship breakdown happens between two joint tenants, it is down to the tenants to decide who will remain living in the property and therefore who remains the tenant.

If you are not able to do this, the Association is not able to decide for you and it becomes a matter for the Courts to deal with.

If this situation arises you must get in touch with a solicitor as soon as possible to commence with the legal procedure to determine who will obtain the tenancy.

If you can decide who will remain the tenant, the person leaving the property must end his/her part of the tenancy. This can be achieved by both tenants signing a "*Tenancy Relinquishment*" form. If you need such a form, please contact the office and we will send one to you.

This form must then be signed by both tenants; the one leaving the tenancy to state that they no longer want to be a part of the tenancy and remaining tenant to state that they want responsibility for the whole tenancy.

If this form is not signed, even if one of the tenants is not living in the property, the tenancy will remain in joint names with both persons being equally entitled to the tenancy and jointly liable for the tenancy conditions and payment of rent.

If you have any queries regarding any of the above or need clarification of what will happen to your tenancy in the effect of a relationship breakdown, or you would just like to discuss this matter in more detail, please do not hesitate to contact the Association. All enquiries will be kept completely confidential and impartial advice will be given.

ENDING YOUR TENANCY

If you wish to end your tenancy, you must give us **at least four weeks' notice in writing**. We will accept an email from you, but we will require you to sign a form which we will send to you or give to you when we visit. The Notice period must start on a Monday, so if we receive your letter / email on any other day than a Monday, the Notice period will commence on the following Monday.

Your Notice letter must include the date by which you intend to leave the property and a forwarding address including up to date contact details.

Your tenancy will always be ended on a Sunday irrespective of the day that you actually move out. The Association will confirm the date for you on receipt of your Notice.

All keys to your home must be returned to this Association by 8.30am on the Monday following the termination date. If your keys are not received by the Association by this time, we will be forced to change the locks. If this happens you will be recharged the cost of this work and you may also be charged a further weeks rent.

The Association reserves the right to inspect your home before you leave and again, once you have moved out. At this inspection we will tell you if there are any jobs that you will be expected to do before you move out.

This could include removing carpets or redecorating, depending on the condition of the property. If you leave without carrying out the works, we have asked you to do, we will complete the works and you will be recharged for the cost of doing so. This could include a cost for materials, labour, and other expenses required, as well as a charge for the rent that we will be losing whilst undertaking the works. All recharges are also subject to VAT where applicable.

As a result of this, it is important that you leave the property in a good, clean and tidy condition. You should also ensure that you remove all furniture, property and rubbish. Carpets can be left if you so wish but only upon the express approval of the Association. Once again, we will charge you if we need to remove any items left in the property or if we need to clean the property.

Please note that this Association will not forward any mail on to you.

As well as ensuring the property is in good condition when you leave, you must also ensure that your rent account is completely cleared and that there are no monies outstanding. If you leave the Association owing rent or any other monies, the Association reserves the right to file a claim against you in the Small Claims Court. We also reserve the right to instruct a Debt Collection Agency to attempt to recover any outstanding balance from you. Any money owed by you will then be recovered by the Debt Company on the Association's behalf including any costs incurred by the Debt Company.

WAYS TO MOVE HOME

TRANSFERRING

A transfer is when you are already living in a housing association or council owned property and you would like to move to another housing association or council owned property.

Tenants usually apply to transfer when they need a bigger / smaller home than the one they currently live in, or if they want to move to a different area.

To apply for a transfer, you will need to be registered on Homefinder Somerset or Devon Home Choice and you will also need to complete one of our application forms.

For more information about how to register and how this works, please look at our website under 'Looking for a Home' or contact us and we can send you a factsheet or talk you through the process.

An 'internal' transfer is when you are already living in a Falcon Rural Housing property and would like to move to another one of our homes.

In these cases, as well as registering as above, it would be beneficial for you to speak to your housing officer and discuss a potential move with them. This is so that we can be aware of what you want and why you want it, so that if a Falcon property did become available, we can discuss it with you in more detail.

MUTUAL EXCHANGE

If you have an Assured Tenancy, you have the right to swap your home with another tenant. This is called a mutual exchange.

You can apply to be registered for an exchange on Homefinder Somerset or Devon Home Choice.

You may also find someone to exchange with through word of mouth or by advertising in local shops; there are also Facebook groups you could join.

There is also a national HomeSwapper register, which has over 304,000 homes available across the country. Please be aware though that this is not a free service.

Once you have found someone to exchange with, you and your exchange partner must both contact your respective landlords and request permission to exchange. The Association will send you and the exchange tenant a form to enable you to apply to do this.

Permission to exchange can only be refused for certain reasons, for example, if the exchange would lead to serious overcrowding or under-occupation of either property or if you or the proposed exchange partner has rent arrears outstanding. We must also, in most cases, insist that the person with whom you wish to exchange has a local connection to the village in which you live. If you are in any doubt about this, please telephone the office and we can advise you.

You must wait for written permission from this Association before you move. Permission can take a few weeks from your first application, as an inspection of your home will have to be made.

Most importantly, both you and your exchange partner must be satisfied with the property into which you are exchanging. This is due to the fact that you take the property as seen, and if there is any damage, alterations or improvements that have been caused or carried out by the previous tenant, for example, missing or broken doors or a fitted shower, you will be liable for it and liable to pay for it.

Once you have written permission and you are happy to accept the other house, your tenancies will be 'assigned' (legally swapped) with each other by a Deed of Assignment.

If you have an Assured Shorthold Tenancy, you will not be allowed to exchange.

Please be very clear that if you or your exchange partner is in arrears, or have debts outstanding with the Association, we will not agree for the exchange to take place.

RUNNING A BUSINESS FROM HOME

You cannot run a business from your home without first obtaining the written permission of the Association.

We will only give permission if we are satisfied that the business has the relevant planning permission and will **not in any way** cause a nuisance, annoyance or disturbance to your neighbours or anyone else in the vicinity.

If you wish to run a business from home, please contact the Association as soon as possible. We can then advise you if it will be acceptable to be carried out from your property and any conditions that may be set as a result.

Please also note that many of our properties are not allowed to have commercial vehicles parked on driveways, parking spaces or anywhere else on site so you may need to research alternative parking arrangements.

NUISANCE

To make sure that your home and environment is a pleasant place to live, the tenancy conditions for your home state that you, your family members and visitors must behave reasonably and should not cause a nuisance or annoyance to other people.

As a result of these conditions you must remember that:

You are responsible for your behaviour at all times - in your home and your neighbourhood.

You are also responsible for the behaviour of your family, other people living in your home and anyone visiting your home.

You are breaking your tenancy conditions if you create, or allow other people to create, a nuisance to your neighbours, or other people living in your neighbourhood. If you are a joint tenant you are responsible for the actions of the other tenants.

Problems caused by nuisance and disputes are often called 'anti-social behaviour'.

We aim to prevent anti-social behaviour and we rely on you to help us.

We ask you not to cause any kind of nuisance to others and to let us know if someone in your neighbourhood is causing a nuisance.

If you feel that you are a victim of anti-social behaviour or harassment please contact us as soon as you can and let us know.

For any serious incident such as assault, threatening behaviour, racial or sexual harassment you should initially report the incident to the police.

WHAT IS ANTI-SOCIAL BEHAVIOUR?

Anti-social behaviour covers a wide range of types of behaviour. It should be noted that not all annoying behaviour is classed as anti-social.

We normally class the following behaviours as anti-social:

- Excessive noise
- Rowdy or threatening behaviour
- Intimidation and harassment
- Violence against people or property

- Criminal damage
- Vandalism or graffiti
- Drug Dealing
- Hate behaviours targeted at people who are perceived as different on grounds of race, colour, sexuality or disability
- Dog fouling

We do NOT class the following behaviours as anti-social:

- Noise from children playing
- Personal differences
- Family disputes
- Overgrown gardens
- Noises caused through normal living, such as flushing toilets and closing doors

Please note that these lists are NOT exhaustive.

WHAT CAN YOU DO?

You may be able to resolve personal disputes and everyday nuisance problems by talking to your neighbour. Most people can be reasonable if approached in person. Your neighbour may not be aware that they are causing a problem.

When speaking to your neighbour, remember to:

- Be calm and friendly and show you're happy to hear their point of view.
- Listen to what your neighbour says.
- Try not to interrupt the other person when they're talking.
- Stay in control and don't shout.
- Don't be abusive or aggressive.
- Politely remove yourself from the situation if you feel your neighbour is becoming unreasonable

WHAT WILL WE DO?

Once a complaint is received, we will assess the complaint. Most complaints arise out of differences of opinion about how people should lead their lives but if there is no breach of the tenancy conditions, we will not step in.

We will, however, provide you with information and assistance about other options or organisations that can help you deal with the situation yourself.

Where a breach of tenancy condition IS suspected, we will contact the tenant being complained about. Throughout the contact with the tenant in breach, we will never tell them or confirm to them who has made the complaint.

Where the complaint is of a minor nature such as a one-off party being held, we will explain the terms of the tenancy agreement. Often this resolves the matter, with the person genuinely not realising that nuisance has occurred.

Where the breach is more severe or persistent, we will take a much more robust approach – we will of course investigate all facts from each party before determining our course of action. We may not be able to discuss what we do directly with you, however, we will maintain regular contact with you throughout the process.

If you need any further information regarding anti-social behaviour, please contact us.

RENT

RENTS AND SERVICE CHARGES

Your rent has been set by using a formula given to us by the Government. This ensures that rents are fair and regulated.

Rents are reviewed annually by the Association (usually working on a 53 week year basis).

By law the Association must give you at least 28 days written notice of any changes to your rent. If you do not agree with the rent proposed, you are given the opportunity of discussing it further with the Association. The 28 days also gives you ample time to refer the rent to a Rent Assessment Committee, should you feel it necessary. This Committee will then assess the rent being charged for your home and fix a market rent that it feels you should be paying. Please remember, however, that there is a possibility that the Rent Assessment Committee could set a higher rent for your home than that set by the Association.

SERVICE CHARGES

Service charges pay for any extra services or facilities that you share with your neighbours, such as communal gardening, communal cleaning or lighting or sewerage charges. In some cases, the service charge may be towards a sinking fund. A **sinking fund** is a long-term savings account that we build up so that it can pay for any major works that may be required - such as the replacement of a sewage treatment plant or communal roadway. If you do not have any extra shared services, you will not have to pay a service charge.

The amount you are required to pay covers the actual cost of providing these services. The services and costs should be set out in your tenancy agreement.

All service charges are being constantly monitored by the Association. This is so that we can make sure that the service charge we charge you each week reflects the amount of money being paid by the Association for the service.

We are always looking to keep your service charge as low as possible by, for example, changing electricity suppliers or tendering our maintenance contracts. This is why, when we review our rents every year, you may also see a slight change (up or down) in your service charge.

HOW TO PAY YOUR RENT

Paying your rent is very important.

The rent for your home is due to be paid weekly on a Monday.

Please be aware that in accordance with your tenancy agreement rent payments are due in advance.

If you wish to pay your rent on another day or fortnightly, four weekly or monthly, this can be arranged with the Association. Please remember, however, that these payments must be made in advance. For example, monthly payments must be made monthly in advance to stop your account going into arrears.

If you are having difficulty paying your rent please contact the office as soon as possible.

The Association provides you with a choice of ways in which you can pay your rent.

BANK / STANDING ORDER

If you wish to pay your rent directly from your bank account, please request a Bank Standing Order Form from the Association or use the one that was given to you as part of your 'New Tenancy' pack.

ALLPAY PAYMENT CARD

An allpay card is sent to you shortly after your tenancy begins. You can use this card to make payments in any of the following ways:

- Use your allpay card at any Post Office or PayPoint outlet. Look for the blue and yellow PayPoint signs on shops, newsagents, post offices, convenience stores, supermarkets and petrol stations.
- To pay online, visit www.allpayments.net and click on 'Swipe Card Payments' then choose the option 'More About Internet Payments', and follow the instructions.
- Use the allpay App. This is a free mobile App that is available to download for your Apple (Apple App Store) or Android (Google play) smartphone.

Further information on all the allpay methods is found at www.allpayments.net

CHEQUE

These can be sent directly to this office, made payable to 'Falcon Rural Housing Limited'.

Please make sure that you do add the 'Limited' or 'Ltd' to our name as our bank is using a new machine to process all cheques and if it doesn't have exactly the right name as the payee, it will not allow the cheque to be processed!

CASH

Payments in cash can be made in person by visiting our Wellington office.
Never send cash through the post.

UNIVERSAL CREDIT

MOVING OVER TO UNIVERSAL CREDIT

You may be aware that Universal Credit has replaced some of the benefits such as Job Seeker's Allowance, Income Support and Working/ Child Tax Credits. The Government plans that by 2023 everyone who is claiming any kind of benefit will have to claim Universal Credit, no matter what their circumstances.

You will be contacted by the Department of Work and Pensions (DWP) and informed that your benefit will be stopping and that you will need to claim Universal Credit.

What do I need to know?

1. You need to be aware that when you are moved on to Universal Credit you may go without any payment for up to 6 weeks. Whilst you may be able to get an advance payment, this will be deducted from your ongoing payments. This will also mean that you will not receive any money towards your rent for this amount of time, ultimately this will put your account into significant arrears.
2. You are only able to apply for Universal Credit online but don't panic if you do not have access to a computer as there are many places that will help you apply, such as the Job Centre or Citizens Advice (CA).
3. You must have a bank account.

4. You need to be aware that you will receive one lump payment a month. This will also include your housing allowance (rent money) being paid directly to you.

What do I need to do?

Ideally, you need to start now to prepare for up to six-weeks without any payments.

With regards to your rent, whilst we understand that you are likely to go into significant arrears, you still need to make rent payments.

Please remember, we are here to help you and the most important thing you can do if you are claiming Universal Credit is to

COMMUNICATE WITH US.

If you would like any more information or would like to chat about your situation, please do not hesitate to contact us or look at our website under the 'Tenant Section' for more information and advice. We are here to help if we can.

DIFFICULTY PAYING RENT / ARREARS ACTIONS

It is a condition of your Tenancy Agreement and your responsibility to ensure that rent is paid both regularly and in advance.

Your rent is the most important thing you need to pay.

WHAT HAPPENS IF RENT IS NOT PAID?

If, for any reason you are unable to keep up to date with your rent payments you should contact us immediately.

In this situation, the most important thing you can do is COMMUNICATE WITH US!

If you do have any difficulties with paying your rent, we will arrange to visit you to discuss the situation in a sensitive manner and help you to identify the reason for the issues.

We will also provide you with any relevant advice on any help, benefits etc. to which you may be entitled and refer you to specialist organisations for independent advice if you need it.

You will be expected to make an arrangement for the payment of the arrears.

Whatever the reason for non-payment of rent, it is important that once an arrangement is made for repayment it is strictly maintained. If agreements to pay rent arrears are not kept, or rent arrears continue to increase, you may force us to consider further action against you.

Further action can result in Court action being taken against you to evict you from your home.

For more detailed information about what happens if you get into difficulty with your rent, please contact us immediately or look at our website under the 'Tenant Section'. We are here to help if we can but we urge you not to ignore any problems you may have paying your rent.

Furthermore, please be aware that the Association reserves the right not to carry out any improvements to your home if you have any outstanding rent arrears, recharges or court costs.

NOTICE OF SEEKING POSSESSION

Despite working closely with tenants, there are often tenants who repeatedly slip into arrears. When the tenant's arrears get to a certain stage, it is necessary to serve a Notice of Seeking Possession ("NoSP"). A NoSP is normally served when:

- a rent account becomes four weeks or more in arrears and the tenant has failed to contact the office
- when the Association is concerned about erratic payments made by the tenant resulting in escalating arrears and where the tenant fails to respond to any requests made by the Association to communicate
- if the tenant has an existing arrangement by which to pay their rent due and any accrued arrears, but has consistently failed to make the payments due

A NoSP is the first stage of initiating court proceedings to evict a tenant.

There are some tenants that once this NoSP is served, they clear their arrears in full. This automatically cancels the NoSP. In the case of a few tenants, however, once their rent account is clear, they then fail to make the ongoing rent payments due from them. This leads to the arrears outstanding on their rent account growing to a level whereby it is necessary to serve another NoSP.

RECOVERING THE ASSOCIATION'S COSTS FOR TENANTS PERSISTENTLY TRIGGERING THE SERVICE OF A NOSP

The service of a NoSP does incur an expense to the Association. This is in terms of administration charges, Officers' time and travel to the tenant's home or postage costs.

It is unreasonable to accept that the limited resources of the Association are being used to repeatedly serve the same tenants with a NoSP. Consequently, the Association deems it appropriate to recoup reasonable expenses incurred in the service of the NoSP from the tenant in receipt of it.

The charge levied for the service of a NoSP will be £30.00.

The charge for expenses will become applicable when it is necessary for the Association to issue a NoSP, on more than one occasion, to the same tenant. For example:

- A tenant is in arrears and is issued a NoSP in May 2019. They are still in arrears by April 2020 and will consequently require a new NoSP to be served. They will be charged.
- A tenant is in arrears and is issued a NoSP in October 2019. The tenant clears the arrears by November 2019, but then does not pay any rent due for the following 5 weeks. At this stage, the service of a NoSP is required and served. They will be recharged for the second NoSP.
- Any tenant that has to be served a NoSP on more than one occasion within a 12 month period.

It is also hoped that by introducing this charge, it will discourage tenants from regularly accruing excessive arrears with no good reason for doing so.

If you require further information about this or a full copy of the Association's Policy and Procedure for Charging for a service of a NoSP, please contact the office.

REPAIRS AND MAINTENANCE

WHOSE RESPONSIBILITY IS IT?

THE ASSOCIATION'S RESPONSIBILITIES

The rent you pay includes a contribution towards the cost of repairs and maintenance to your home.

It is the tenants' responsibility to report all repairs to the Associations office (as stated in the Tenancy Agreement). DO NOT approach the Contractor direct. The Association will not cover any items listed below if they have been broken, damaged or neglected by you, your visitors or any third party.

The Association will maintain:

- *The structure and exterior of your home*, for example, dangerous walls, blocked drains (if not the responsibility of your water company), gutters and external pipes, tiles blown off and roof leaks.
- *The gas supply* - **for all gas leaks, turn off the mains supply immediately, open windows, ensure all naked flames are extinguished, then contact the local Gas Board. Telephone 0800 111 999.**
- *Plumbing and electrical systems* - **In case of emergency turn off the mains supply immediately a problem occurs, then report the fault to the Association. ELECTRICITY AND WATER COMBINED IS EXTREMELY DANGEROUS**
- *Baths, basins, toilets and pipes*, for example, burst pipes, leaks, faulty taps (not washers) flushing systems and blocked waste pipes or toilets (but only when the drain is blocked **after** the U bend). If the Association attends a blocked sink or toilet and the blockage is found to be as a result of something you have caused, such as wet wipes down the toilet, you will be recharged for the cost of the call-out.
- *Heating and the hot water supply equipment* - for example, loss of your water supply, loss of heating and/or hot water.

- *The security of your home* - for example, broken or faulty external locks on doors and windows, window catches and door hinges. Where a break-in has occurred at your home and it needs to be made secure, i.e. a broken window that is usually the responsibility of the tenant, a police incident number must be obtained and given to the Association before we will attend.
- *Banisters, handrails and stair treads*
- *Kitchen cupboards and work surfaces* - this only applies to cases of fair wear and tear or after a flood/fire where base units may be damaged. It does not cover accidental or malicious damage by the tenant.
- *Communal areas* – for example, the lighting, heating, alarm systems and cleaning of communal areas in flats.
- *Pathways, steps, hard standings* - this only applies to those that were in place when the tenancy commenced and in communal areas.
- *The annual servicing of gas and oil heating systems.*
- *Cyclical repairs* - for example, external decorations.

The Association has a legal obligation to keep all the above items in good repair.

TENANTS' RESPONSIBILITIES

The following are **not** the responsibility of the Association and you are expected to carry out these yourself:

- All internal decorations and generally maintaining your home and garden in a clean and tidy condition
- Burst pipes (if caused by your negligence)
- Adjusting doors for carpets
- Sink/bath chains and plugs
- Cookers, refrigerators or any household appliance that was **not** supplied by the Association.
- Light bulbs and fluorescent tubes (including special effects light bulbs)
- Fuses
- Replacement batteries in appliances such as gas fires and smoke detectors

- Fences, gates, sheds
- Blocked sinks or toilets
- Replacing broken glass in windows and doors
- Doorbells (if not connected to mains electricity or not installed by the Association)
- Curtain battens, hat/coat hook and rails
- All alterations to your home that you have asked permission to carry out at your own expense
- Any fault arising from any appliance or alteration which was provided by / carried out by you
- Damage caused regaining entry to your home by yourself or any other person (unless it is a break in and you have a Police incident number)
- Replacement of any lost or broken keys
- Showers

This list is not exhaustive - but if you are in any doubt over whose responsibility a repair is, please contact the office and we will advise you.

REQUESTING REPAIRS

The Association's aim is to provide an efficient and effective housing repairs service. All repairs are expected to be completed within a given timescale (*as detailed later in this section*) and be of an acceptable quality.

Every effort will be made to complete repairs within their priority and time scale. However, heavy workloads at certain times (e.g. severe weather conditions or parts not available) may disrupt schedules. If you have any doubts that your repair will not be completed within the time we set, please telephone the office and advise us so we can chase the contractor and advise you of the position and of any causes for the delay.

Please Note: If at any time the Contractor has made an appointment with you - you must keep the appointment. If access to your home is not granted as per an arranged appointment - and you have failed to contact the Association or the contractor within a reasonable time frame, you may be recharged for all unsuccessful calls the contractor has to make. The charge of a missed appointment is £50.00 per occasion.

Recharges may also occur if a contractor attends your property to carry out a repair or service and there is insufficient or no supply of Electric, Gas or Oil.

It is therefore imperative, that once an appointment has been made and you are unable to honour it, telephone the Association immediately. Appointments must be cancelled at least 24 hours prior to the appointment time.

As a tenant, you are responsible for ensuring that any of our nominated contractors visiting your home have a clean, hygienic and accessible work area to enable works to be carried out.

All our contractors reserve the right to refuse to carry out works if they are not happy with the condition in which they are expected to work.

WHAT KIND OF REPAIR IS IT?

There are 4 main kinds of repairs, **Emergency, Urgent, Routine (day to day) and Malicious or criminal damage.**

You must contact us at the office as soon as you notice there is something wrong

ROUTINE / DAY TO DAY REPAIRS

For normal every day repairs ring the Association's office **on 01823 667343 between 8:30 a.m. to 5:00 p.m. Monday to Friday** and give as much detail as possible of work that needs to be carried out.

These repairs are usually requested to be completed within a **28 day** timescale. Day to day repairs include non-urgent items such as failed seals on a double-glazed unit or broken door furniture.

URGENT REPAIRS

The following list below contains examples of Urgent Repairs and should be completed within 7 days of the job order being raised (any delays to these repairs is usually caused by being unable to obtain relevant parts to complete the job).

Please give as much detail as possible of the works that need to be carried out when you ring the office to report the repair.

- Heating or plumbing problems where health and safety are not at risk
- Door locks
- Leaking overflows
- Leaking roof
- Blocked drains

EMERGENCY REPAIRS

These will be actioned immediately (once you let us know about the emergency) and your property will be made safe **within 24 hours** (or usually less).

To report an emergency repair between 8:30 a.m. and 5:00 p.m. Monday to Friday, ring the office on 01823 667343 immediately.

In the event of an **absolute emergency** repair when the office is closed, for example, bank holidays, weekends or evenings, which cannot wait until the next working day, please ring our office number **01823 667343**.

Please remember you must only ring the Emergency line if it is an absolute emergency. The emergency service will ONLY MAKE SAFE and any necessary follow up repairs will be completed in normal working hours.

Once you ring the number to report an emergency repair outside of office hours, you will be given the option to be transferred to an operator at Centra. You will need to provide your name, address and contact telephone number to the Centra operator who will then be able to assist you with your emergency.

Staff tending the emergency phone have been given complete discretion to decide whether they feel that the repair being reported is an emergency. They therefore retain the right to refuse to attend any repair request that they do not deem as an emergency.

It cannot be stressed enough that the emergency repairs service is for **genuine emergencies only** and the Association reserves the right to re-charge the tenant for a 'call out' if a repair is found not to be an emergency. Charges range from £50 - £150.

Emergency repairs include any situation where there is **immediate risk of danger or injury to people or property**, such as:

- Total failure of all electrics in your home (not power cuts) that have NOT been caused by one of your appliances, or yourself and there is more than 24 hours until the next working day
- Burst pipes or very heavily leaking water tanks or boilers (and that you cannot contain the water)

- Loss of the entire heating in extreme cold weather where a member of the household's health could be put at serious risk without it.
- Serious roof leaks (whenever practicable)
- Seriously leaking toilet (where it is the only toilet in the property)
- Dangerous walls or chimneys

For the following emergencies, please contact:

Gas leaks – turn off supply immediately, open windows, and ring the emergency Gas telephone number 0800 111 999

Blocked Drains contact Wessex Water 0345 600 4600 or
South West Water 0344 346 2020

Power Cuts – Contact Western Power 0800 6783 105

MALICIOUS OR CRIMINAL DAMAGE

Whenever either malicious or criminal damage occurs, a police incident number must be obtained before the repair is reported to this office. We will not undertake any repairs for damage unless we are supplied with a Police incident number. Even in the case where an incident number has been obtained, the Association must be satisfied that the damage caused was not directly linked to the tenant in any way, i.e. damage caused as a result of a neighbour dispute or domestic violence etc.

Where the repair is found to have been caused by a domestic confrontation, visitors to the property, another third party or in any case that a Police Incident number is not given, the Association will **not** be liable for the cost of repairing the damage. If the Association carries out a repair and discovers that the works occurred as a result of a domestic incident or any other incident for which the tenants should be liable, the Association will recharge the tenant of the property for the full cost of any repair works plus any administration costs that have been incurred.

RECHARGEABLE WORKS

Any damage caused by accident, misuse, abuse or negligence either by occupants of the property, visitors or even a third party are your responsibility (except in cases of malicious or criminal damage as specified above).

The Association will not, therefore, carry out any works which are your responsibility.

If, for whatever reason, you are not able to carry out a task that is your responsibility (such as keeping a tidy garden or damage to the property), the Association may carry out the works for you upon your request. You will, however, be recharged the full cost of doing the works (an administration cost may also be added to the final cost). In most cases recharge payments may be requested in advance of the works taking place.

Another case in which repairs will be recharged back to the tenant will be in the event of a move from the property. *(This is explained fully in the section - Ending your Tenancy).*

One of the recharges that the Association is forced to pass back to the tenant is where you miss an appointment with a Contractor. **The standard cost for a broken appointment is up £50.00 for each time you fail to give the Contractor access to your home once an appointment is made.** It is therefore imperative that if for any reason you are unable to keep an appointment made with a Contractor that you let either the Contractor or the Association know at once. This one telephone call could save you £50.00.

Rechargeable works are set up under a Sundry Debtor system and the amount due is usually payable in full. If, however, you are unable to pay the amount in one lump sum, a payment arrangement can be made to pay by instalments. If, however, you fail to pay any rechargeable amounts or make an arrangement to do so, the Association reserves the right to pass the debt on to an external Debt Collection Agency. (This is irrespective of whether or not you are currently a tenant.) Please also note that if your debt is sent to a debt collection agency, they will add their own administration fees to the total amount due. These will also be payable by you.

We may also refer your debt to a Small Claims Court

If you are ever unsure about what constitutes a Rechargeable Repair and whether or not you will be liable, please do not hesitate to contact the office and we can advise you accordingly.

ALTERATIONS OR IMPROVEMENTS

In accordance with your Tenancy Agreement, you are allowed to make certain improvements to your home. You must ask our permission before carrying out any major improvements. To help you, we have set out below the improvements you would need permission for and those where you don't need permission.

You Need Permission For

- Installing a new kitchen
- Installing a new bathroom
- Replacing a bath or shower
- Adding a conservatory
- Replacing fences
- Putting up a shed or greenhouse
- Replacing a boiler, fire or fireplace
- Removing walls or re-modelling the property
- Changing the layout of the property
- Extending the property
- Adaptations for the disabled
- Stairlifts
- Putting in parking spaces or garages
- Any changes to the electrics
- Putting a cat flap in a door
- Tiling floors
- Completely tiling a room, for example, your kitchen or bathroom
- Satellite dishes and aerials

You Don't Need Permission For

- Decorating
- Putting up shelves
- Putting up pictures
- Laying carpets or wooden floors

These lists are not exhaustive so if you cannot see what you want to do written on either of the lists above, please make sure that you contact the office to ask if you need permission.

If you want to ask permission to make an improvement to your home, you must do so in writing, giving as much detail as possible of what you want to do and why. We will endeavour to respond to any request within a few working days.

Never carry out any works before requesting permission from the Association as this would be a breach of your Tenancy Agreement and should we not grant permission, it could cost a lot of money to put your home back to how it was before the works were done!

Please also note that we will **NOT** give you permission for any alterations or improvements if you have outstanding rent arrears, recharges or court costs due to the Association.

GAS AND OIL BOILER SERVICING

As a responsible landlord we ensure that all our properties with gas and oil boilers are serviced and given an annual safety check.

We will write to you giving adequate notice when this is due.

We expect **all** tenants to give our contractors access to their homes in order to carry out this servicing.

The servicing is vital to ensure the safety of you and your family.

Our contractors will always endeavour to make appointments in advance at a time that is mutually convenient for you both. We respectfully request that you agree an appointment within the allocated time frame and ensure there is a supply of oil or gas as appropriate at the time of the visit. Remember, this service is for your own safety, therefore your cooperation is expected.

Please note that our contractors work between the hours of 8.30 a.m. and 5.00 p.m. They do NOT work evenings or weekends – so please do not request an appointment outside their working hours.

If you forget or miss an appointment or you do not have gas or oil available to carry out the service when our contractor attends, the Association is **charged £50.00** by our contractor for **missed appointments. If this happens, this charge will then be recharged to you.**

It is therefore vitally important that appointments are kept ensuring an efficient completion of our servicing program.

If you do need to change an appointment please contact the office as soon as possible.

The servicing of gas and oil boilers is a legal duty of this Association.

If you do not allow us access to your home to complete the work or you unreasonably delay letting us into your home and the safety check becomes overdue, you will leave us no alternative but to seek a Court Order to allow us access to your home.

If this happens you will be charged for costs incurred in obtaining the Court Order which are currently around £355.00.

As it is stated above, these checks are essential so that we can KEEP YOU AND YOUR FAMILY SAFE.

FIRE SAFETY

To reduce the risk of a fire starting and spreading in your home:

DO NOT

- Use portable calor gas or paraffin heaters. Both are forbidden to be used in your home as they are dangerous to you and your family and are the main cause of condensation problems in homes
- Air or dry clothes over or around unguarded fires or night storage heaters
- Leave chip pans unattended
- Hang paper or decorations around light fittings or bulbs
- Overload electrical sockets
- Remove, cover or dismantle smoke detectors or wedge open fire doors.

DO

- Buy a fire extinguisher and or fire blanket
- Close all doors at night so a fire cannot spread easily
- Make sure you and your family know what to do in the case of a fire - and know all the escape routes
- Report suspected gas leaks immediately (**Tel: 0800 111 999**)
- Regularly check that your smoke detectors are working and have fresh batteries at least once a year.

IN CASE OF FIRE

- **Dial 999** immediately and ask for the **Fire Brigade**. Remember to speak slowly and accurately giving them your name and address and any other details you feel could be relevant.
- If possible, shut all doors and windows - especially in the room where the fire is.
- If you are unable to put out the fire, leave the property immediately and warn all other people in the building to do the same.
- Never use water on a fire involving electrical apparatus, fat, oil or spirits. Instead switch off the gas and electricity supply and smother the fire with a mat, coat or blanket.
- If you become trapped in a room by a fire outside and are unable to escape, close the doors and if possible, place wet towels or blankets around any gaps. Open the window.

If, in the unfortunate event that a fire does break out, please notify the Association as soon as you are able.

BURST / FROZEN PIPES

To minimise any possible damage to your home in the event of either a water pipe bursting or freezing, you should first make yourself aware of the position of the mains water stop cock for your home. In most houses it is usually situated under the kitchen sink.

If a problem does occur, you should take the following action:

- Turn off the mains water supply
- Turn off your central heating system and boiler system if you have them
- Drain off your water system by turning on all the taps in the house until they run dry.
- Contact us at the office on **01823 667343** immediately so that we can get any repairs done

If you are going away from home, the following precautions should be taken:

- Turn off the electricity, gas and water at the mains in the summer period.
- If the weather is cold, you can prevent frost damage and frozen pipes by turning off the water and draining the water system by turning on the taps until they run dry, or you could leave the heating on low to keep your home warm.
- As it states in your Tenancy Agreement, you must advise the Association if you are going away for more than 14 days. We also ask that you make us aware of where a spare key will be held in your absence, should an emergency arise.

CONDENSATION OR DAMP

A number of complaints are received each year that 'damp' is occurring in properties. This is not usually the case. Damp is where water finds its way into a property. It can only get in three ways:

1. A leaky roof
2. Water soaking through outside walls or around windows
3. Rising damp

A **leaky roof** is easy to see as you will notice water stains on your upstairs ceilings.

Water soaking in through walls can be because of cracking either to the render or cracking around bricks, again this is quite easy to spot.

Rising damp is a little harder to identify, but usually shows along a wall up to about 1 metre high, and you will see a line or a 'tide mark' along a wall. You may find areas of white dust on the wall - this is where the salts in the cement have dried.

Any of these forms of damp are very unlikely to happen, except perhaps, for example, damage to a roof caused by a storm. In addition, all of our properties have a damp-proof course, so rising damp is almost certainly not going to be a problem.

However, in the rare event of any of these problems you must let us know as soon as possible so we can carry out the necessary investigations and repairs.

If you do think you have 'damp' in your home, there is a much greater chance that what you have is not damp but **CONDENSATION**.

What causes condensation?

The three main factors which cause Condensation are as follows:

- Water vapour in the air - This is produced by normal living activities such as breathing, (an average adult person produces about 2 pints of water a day!) cooking, bathing etc.
- Inside room temperature - This can be controlled with central heating
- Outside temperature - At the mercy of the elements

In the autumn and winter, when the outside temperature falls, it is the difference between the external temperature and the inside temperature that causes all the vapour in the air of the property to condense from air into water.

The coldest parts of your home are the windows as they have the most contact with the outside. It is for this reason that condensation forms on the inside of windows. When it reaches a certain level, it will run down the window onto the windowsill and form pools of water.

Unless this is prevented you will find that as the moisture dries it will leave a black dust. This is mould. In bad cases of condensation the mould also shows on walls around the windows.

How is condensation avoided?

A combination of heating and ventilation is the answer.

Today's building standards actually create homes that are almost completely sealed, compared to the older houses of the past with draughty windows and chimneys. All the vapour produced in modern homes can no longer find its way out. In order to combat this we introduce ventilation. This is usually in the form of trickle vents in the top of windows, and in some areas, i.e. kitchens and bathrooms, the vapour has to be sucked out with extractor fans.

It is in your interest, and that of your home, to always keep window vents open and to use any extractors provided.

PLEASE let us know if these items do not operate and we will repair them.

Keeping a constant level of background heating will help. There is no benefit in turning your heating on when you are at home and off when you are out. This is very expensive and does not help avoid condensation.

The object of heating is not to warm the air up in the home but to heat up the walls of the home so they radiate warmth as well as reducing the cold areas of walls and reducing the chance of condensation.

In addition to this, keeping a house well dusted and clean will help prevent the mould if there is condensation. If there is dust on windowsills the condensation can form more easily into water droplets on the dust particles.

Finally, the circulation of air in a house can be hindered by having furniture or possessions stacked up against walls (particularly north facing walls which tend to be the coldest walls and therefore more prone to condensation). If the air can't circulate it can't get rid of the condensation. If you have a problem with condensation it may help to move your furniture and possessions to different places in the affected room until the problem is resolved.

Other than in extreme cases - a balance of heating and ventilation will usually avoid the problem of condensation. Where it does occur it will be almost entirely down to the lifestyle and actions of the occupier.

If you have any problems with condensation, please do not hesitate to contact the Association and we will give you as much help and advice we can as to how to deal with the problem. There is also a factsheet containing handy tips available on our website under the Repairs and Maintenance Section or if you contact us, we can send you a copy.

USEFUL INFORMATION

HOUSEHOLD CONTENTS INSURANCE

The Association's insurance policy covers only the structure of the building and the fixtures within your home. It does not cover your carpets, curtains, internal decoration or any of your personal items or any alterations to the property that you have completed.

The Association understands that people have the right to decide whether to insure their belongings - some decide not to do so and that the risk is worth taking. However, fires, thefts or water damage may occur which often result in heavy personal losses. In circumstances such as these it must be understood that neither this Association, nor any other agency has any obligation to give you financial assistance or compensation.

Consequently, we would strongly recommend that all tenants insure their own possessions and internal decorations against fire, flood, theft etc.

If you suffer loss or damage which you believe is due to the Association's negligence, you should contact the office immediately. Any claim must be put in writing to the Association and it will then be passed to the Association's insurers. If they are satisfied that the Association was at fault and is legally liable for the loss, they will settle the claim.

KEYS

The Association does not hold any spare keys for your property.

When you take over the tenancy you are given all the keys we have. It is therefore imperative that you have a spare key left in a safe place just in case you are ever locked out of your home or lose your keys.

If you do lose your keys or lock yourself out, you will have to get back in - and this will be at your own expense.

The Association does not accept nor attend jobs involving lost keys or being locked out.

PETS

The Association requires you to have written permission before you keep any pet or animal at you home.

Permission will not be unreasonably withheld and is usually granted on the understanding that your pet will always be kept under control and not cause any nuisance or annoyance to your neighbours.

If you allow your pet to cause a problem to your neighbours or any other person in the vicinity of your home, the Association may withdraw permission to keep the animal.

To request a copy of the Association's Pet Policy and to request permission to keep a pet, please contact the office.

RIGHTS OF ACCESS

If an Officer, or someone working on behalf of the Association ever needs to enter your home for the purpose of inspecting the condition and state of repair we must give you at least 24 hours written notice that we wish to enter your home at a reasonable time.

The only circumstances in which the Association reserves the right to gain access to your home without your prior permission is as follows:

- If an emergency repair has been reported to us (i.e. water pouring under your front door) and we are unable to make contact with you. In the unlikely event that this would ever happen, the Association would try all means possible to contact you both prior to the entering of your home and after to ensure that you were aware of the situation; or
- If the Association has reason to believe that the property is in danger of becoming unsafe or uninhabitable;
- If the Association has reason to believe that a person inside the property is in distress, danger or dead.

If we ever did have to enter your home under conditions such as these, your house would be made secure before we left the property. It is exactly for situations like these that we keep as many up to date contact telephone numbers for you as possible and as part of your Tenancy Agreement, request that you tell us if you will be away from home for 14 days or more.

In all other circumstances, permission for us to enter your home must be given by you - this includes for repairs etc. If, however, you refuse to allow access to a Contractor to carry out a repair or a routine service of a gas appliance, the Association can apply to the County Court for access to your home. A last resort measure such as this one will cost up to £355.00 in Court fees. **These fees will be recharged and payable by you.**

PARKING, UNROADWORTHY / UNTAXED VEHICLES

The parking of cars and vehicles is one of the most common causes of neighbour disputes within neighbourhoods. Almost all the Association's homes have at least 2 car-parking spaces per property. However, parking problems are still a regular occurrence.

PARKING – GENERAL

Always ensure that you, members of your household and visitors to your home park with due regard to your neighbours at all times. Vehicles should only be parked in designated spaces and **never** on landscaped or unsurfaced areas. Cars or vehicles should never, under any circumstance, block roadways or any vehicular access.

UNROADWORTHY VEHICLES

As stated in your Tenancy Agreement *"car parking spaces and roadways should be kept clear of any unroadworthy vehicles and other obstructions"*.

Unroadworthy vehicles can only be kept for a limited time on the Association's property if written permission has been obtained. This permission will only be granted if you are not going to have to park elsewhere as a result of the broken vehicle obstructing your car park space.

Repairs to cars and vehicles must not be undertaken on Association property other than minor servicing. The Association will not tolerate major, regular or on-going car repairs being carried out on its property, especially for monetary gain, unless the Association has granted specific permission to do so.

UNTAXED VEHICLES

Untaxed vehicles are permitted to be kept on your own car-parking space and for a limited period only. This again, is only if you are not forced to park elsewhere as a result of an untaxed car taking up your parking space and the Association has given you written permission.

CARAVANS, MOTORHOMES, TRAILERS, BOATS, COMMERCIAL VEHICLES AND AGRICULTURAL VEHICLES (INCLUDING ATVS)

None of the above listed vehicles are permitted to be parked on the Association's land without express written permission that will only be granted in exceptional circumstances.

GARDENS, BOUNDARIES AND FENCES

If you have a garden, it is your responsibility to keep it rubbish free, maintain grass, hedges and any trees in the garden and keep it in a good tidy condition, making sure no growth of plants affect the property or structure.

Unkempt gardens are an eyesore and can cause a nuisance. In severe cases the Association may arrange for a garden to be tidied and recharge the tenant the cost of such works. Any such charge will be dealt with under a sundry debtor account and will be collected as stated in **Section 4 - Repairs and Maintenance 'Rechargeable Works'**.

FENCES

Responsibility for fencing will depend on whose boundary the fence is on.

Does the fence divide your property and another property owned by Falcon Rural Housing?

If the answer to this is yes, then you and your neighbour will have an equal share of responsibility (50/50) for fencing replacement and repair. This means that any fence between you and your neighbour will be up to you BOTH to repair and keep in good order and / or share the cost of doing so.

Does the fence divide your property with any other home or land NOT owned by Falcon Rural Housing?

In these cases you will need to contact us as soon as you can so that we can investigate who owns the boundary and therefore who will have the responsibility for the fence. If it turns out that the boundary is the responsibility of the Association, then we will arrange for it to be fixed or replaced.

If you are ever in any doubt as to who has the responsibility, please contact us.

HEDGES, BUSHES AND TREES

You are responsible for maintaining all the hedges, bushes and trees within your garden.

For hedges, bushes and trees that form the boundary around your garden with your neighbours, the same principle as fencing applies and you will both have joint responsibility for maintaining / replacing them.

SHEDS, OUTBUILDINGS AND ANY OTHER OUTSIDE STRUCTURE

You will need the Association's permission to erect a shed, outbuilding or any other outside structure such as a chicken coup or dog kennel. The request must be put in writing to us. Usually, as long as you have been given the relevant planning permission required by the local authority and you have satisfied any other statutory regulations that may be appropriate and the works will not cause a nuisance to any neighbours, permission is not often refused. Please note however, that you will be solely liable for the upkeep of the structure and if you ever leave the property, we reserve the right to request that you remove it before you leave.

REFUSE AND DUSTBINS

Untidy bin areas soon become a health hazard and can attract pests and vermin - it is for this reason that we ask that you keep them clean and tidy. It is your responsibility to provide a suitable bin for your household rubbish. You can help stop unpleasant smells by wrapping any rubbish in plastic bags before throwing it in the dustbin.

This Association also requests that you only put your rubbish out in front of your house on the morning of the refuse collection day. Despite what Somerset Waste Partnership advises, by putting it out the night before, you are running the risk of animals getting into any bags or containers and distributing the rubbish all over the area. If this happens, the dustmen will not pick this up and it will be your responsibility to do so. If you fail to do so, the Association will clean the area, but you will be recharged the cost of us doing so.

Large items such as old furniture, fridges, cookers etc, will not be picked up by the refuse collection lorry. If you have items such as these that need disposing of and you are unable to transport them yourself to the nearest tip, contact your local council who will be able to help you.

PESTS

Pests come in various shapes and sizes, from tiny bugs to larger mammals. These creatures tend to be a nuisance – whether they bite, sting or nibble and are often, quite difficult to get rid of.

Lots of people believe that if you keep your home clean and tidy you won't get pests in your home however, pests are not usually fussy, and enjoy both a clean and dirty house.

The Association does not deal with any form of pest and therefore it is up to you to deal with them.

Some Local Councils still have a Pest Control Officer who can help you, however, most don't so you will need to find a pest control expert in your local area to deal with the pest for you if you cannot do it yourself.

It is always worth talking to your neighbours before contacting a pest expert. Your neighbours may also be experiencing the same pest problem and therefore you could save yourselves money by sharing the cost of any treatment needed.

For more information about pests, please see our website or contact us for a factsheet.

USEFUL NUMBERS

Gas leaks – turn off supply immediately, open windows, and ring Transco Gas on	0800 111 999
Wessex Water Main number	0345 600 3 600
Wessex Water Blocked Drains	0345 600 4600
South West Water Emergency Only	0344 346 2020
Power Cuts Contact Western Power	0800 6783 105
Police / Fire brigade / Ambulance (Emergency only)	999
Police (Non Emergency)	101
Somerset West and Taunton Council	0300 304 8000
Sedgemoor District Council	0300 303 7800
Somerset County Council	0300 123 2224
Mid Devon District Council	01884 255255
Devon County Council	0845 155015
Citizens Advice National Helpline	03444 111 444
Stepchange (Debt Help)	0800 138 1111

NOTES

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