



**FALCON**  
RURAL HOUSING

# **TENANTS' HANDBOOK**

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# INTRODUCTION

Welcome to Falcon Rural Housing Limited and your new home.

As a new tenant, the Association hopes that you will enjoy living in and looking after your new home.

This handbook is intended to help you to do this and gives some information as to what you can expect from the Association as well as your tenancy rights and responsibilities. It also includes various other information that you may find useful whilst you are a tenant.

If you find any of the information contained in this handbook difficult to understand, or it has failed to include items you think are relevant, have a look at the additional information contained on the Association's website. Please also let the Association know if you think anything is missing as it can include new information in this Handbook in future editions and add it to the website.

If you do not have access to the internet or cannot find what you are looking for on the website, please feel free to contact the Association directly so that the information you require is supplied and your questions answered.

You can contact the Association as follows:

**Falcon Rural Housing Limited  
Falcon House, 3a South Street  
Wellington, Somerset. TA21 8NR**

Telephone: **01823 667343**  
Website: [www.falconruralhousing.com](http://www.falconruralhousing.com)  
Email: [info@falconhousing.co.uk](mailto:info@falconhousing.co.uk)

The **Out of Hours Emergency Repairs** telephone number is:

**01823 667343**

and then follow the instructions given.

(This number is manned by a company called 'Orca' outside normal office hours)

**Please make sure you read the information contained in this Handbook before ringing the emergency number.**

If you wish to contact a member of staff directly, or want their direct email address, please ring the above number within normal working office hours.

## **ABOUT THE ASSOCIATION**

Falcon Rural Housing Limited (“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. Its 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 homes provided will be made available to people in need with an established local connection.

It is a “not-for-profit” organisation and is 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. The Association is also a Registered Social Landlord with Homes England and the Regulator of Social Housing and is a Member of the Housing Ombudsman Service.

The Association is managed by a voluntary Board of Directors who all live in the areas in which its houses are located. It also tries to have adequate tenant representation amongst its Board Members.

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

## **MISSION STATEMENT**

Falcon Rural Housing’s mission is to provide good quality, genuinely affordable homes that meet housing needs within rural communities of Somerset and Devon.

## **EQUALITY & DIVERSITY**

The Association aims to ensure that equality, diversity and inclusion are embedded in all its internal and external services and activities. A copy of the Association’s Equality, Diversity and Inclusion Policy is available upon request.

## COMPLAINTS

The Association is committed to providing a first-class service to its tenants and is always grateful for feedback as to how it is performing. This valuable feedback can often be in the form of a compliment, but sometimes it is in the form of a complaint.

### WHAT IS A COMPLAINT?

A complaint is defined by the Housing Ombudsman Service as “*an expression of dissatisfaction, however made, about the standard of service, actions, or lack of action by the Association, its employees or those acting on its behalf. This could affect an individual or a group of tenants*”.

Therefore, a complaint can be made if the Association:

- Has failed to do something it should have done.
- Has done something it should not have done.
- Has not met the reasonable expectations of a tenant or tenants.

### WHAT IS NOT A COMPLAINT?

The most common contact tenants have with the Association is when making a ‘**service request**’. Service requests are when you are requesting a repair, asking for help with something and generally when you ask the Association to do something for the first time.

The Association can often resolve service requests, such as a missed appointment, immediately with an apology and by providing another appointment. Most of the time, it can resolve these matters outside of the formal complaints process. Sometimes, however, the Association may need to make further enquiries to resolve the matter, or, if you ask it to, the Association can log the matter as a stage 1 complaint.

If you do wish to make a complaint, you should raise it with the Association as soon as you are able so it can be resolved quickly.

### HOW TO MAKE A COMPLAINT

Telephone           **01823 667343**

Email                    [info@falconhousing.co.uk](mailto:info@falconhousing.co.uk)

Speaking to a member of staff

In writing to           **Falcon House, 3a South Street, Wellington Somerset.  
TA21 8NR** or,

by filling in the ‘**Contact us**’ form on the Association’s website.

## **WHAT WILL HAPPEN WHEN A COMPLAINT IS MADE?**

There is a two-stage process when you complain.

### **Stage 1**

When you first make a complaint, this is called a '**stage 1**' complaint. The complaint will be acknowledged in writing within 5 working days of the complaint being received.

If the Association is unable to resolve the problem straight away, it will investigate the issue and provide you with an answer within 10 working days. If an answer cannot be given within this period, the Association will agree a new date with you. This should not be more than a further 10 days.

### **Stage 2**

The Association will resolve most complaints at stage one, but you have the right to ask for a further review if you are not satisfied with the response and outcome provided. This is a '**stage 2**' complaint. This further complaint will be acknowledged in writing within 5 working days of the complaint being received and the Association's aim is to provide you with a final response within 20 working days. At this stage of the complaints process, the complaint will be reviewed by a Director of the Association.

## **WHAT IF I AM NOT HAPPY WITH HOW MY COMPLAINT HAS BEEN HANDLED?**

At any point during the complaints process, you can refer your concerns to the **Housing Ombudsman Service**. Its role is to help resolve disputes involving tenants of social housing providers.

You can also ask the Housing Ombudsman Service to review your complaint if you remain dissatisfied with the Association's final response.

You can find Housing Ombudsman Service contact details on the Associations website and on their website at

[www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk) or at:

**Housing Ombudsman Service**  
**PO Box 152,**  
**Liverpool**  
**L33 7WQ**

Telephone: **0300 111 3000**

Email at: **info@housing-ombudsman.org.uk**

## DATA PROTECTION

All organisations, including housing associations, have a legal obligation to tell you how your data is collected, stored and used.

- The Association will not sell your personal information.
- The Association will keep your personal information safe and secure.
- The Association will tell you how it uses your personal information.

The Association holds personal information about you and your household such as your name and date of birth, home address, National Insurance number and contact details. This is essential to allow us to provide services to you.

There may be times when the Association has to collect sensitive information about you or your family, if this happens, you will be informed and the information will only be stored with your consent.

There may be times when the Association must pass on this information to another organisation. For more information on this and how you can access the information held about you, please visit the Association's website at page <https://www.falconruralhousing.com/privacy-notice/>

# YOUR TENANCY

## YOUR TENANCY AGREEMENT

All the terms of your Tenancy appear in your Tenancy Agreement which you signed. This sets out your rights as well as your obligations. You were provided with a copy at the time, but should you need a further copy, please contact the Association.

All the Association's residential tenants have security of tenure and cannot be compelled to leave without a Court Order.

However, if you fail to pay your rent or breach the terms of your Tenancy in any other way that may justify a Court Order for Possession, in which case you will not only have to leave but will also be liable for the associated costs.

If you need advice on your rights or obligations, you should get help from Citizens Advice or an independent solicitor.

Where your Tenancy is an Assured Shorthold Tenancy you must leave at the end of the agreed period, or such extended period as has been agreed.

If you fail to leave, the Association may get a Court Order for Possession and you will be obliged to pay the related costs.

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

## 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.

## WHAT HAPPENS WHEN A TENANT DIES?

Generally, when this happens, the Tenancy will come to an end.

There are, however, some circumstances when the surviving spouse / partner may be able to stay on in the property. There are also special provisions for surviving joint tenants. If you require more information on this subject, please contact the Association for a copy of its 'Tenancy Succession Policy'.



## LODGERS AND SUB-LETTING

### CAN I TAKE IN A LODGER?

#### **Lodgers**

A lodger is someone who lives with you but wasn't part of your household when you first moved in. They must not have exclusive rights to any one part of your home, and you must not allow them to place a lock on a room door to which you do not have access.

By signing your Tenancy Agreement, you have agreed that should you wish to take in a lodger, certain conditions must be adhered to, for example, you must have the Association's permission in writing, you must fulfil your legal obligations to carry out the 'right to rent' checks, and various other conditions.

You must also ensure that the permitted number of occupants at your home as per your Tenancy Agreement is not exceeded.

If you wish to have a lodger at your home, you must contact the Association for all the terms and conditions prior to anyone moving in and have written permission from the Association.

### SUB-LETTING

Sub-letting is where a tenant rents the whole of their home to another person.

**Sub-letting is a breach of your tenancy and is not permitted.**

**It is also a criminal offence, punishable by hefty fines and prison sentences of up to two years.**

## JOINT AND SOLE TENANCIES

The decision to offer a sole or joint tenancy lies with the Association and must have due regard to relevant statutory guidance and must not unlawfully discriminate.

The Secretary of State considers joint tenancies to play an important role in the effective use and equitable allocation of housing. It expects that when household members have long term commitments to the home, for example, when adults share accommodation as partners (including same sex partners), friends or unpaid live-in carers, housing associations should normally grant a joint tenancy.

All landlords should ensure that applicants and existing tenants are made aware of their option to have a joint tenancy. As a result, information must be available which clearly explains the legal and financial obligations, including the implications for succession rights of partners and children.

### SOLE TO JOINT TENANCY

If you have a tenancy that is in your sole name and you wish to have a joint tenancy with a spouse or partner, please contact the Association to confirm whether you are entitled to apply for a joint tenancy.

If you are a sole tenant, and the Association has confirmed you are entitled to have a joint tenancy, you will be required to provide documentary evidence to prove that the person you are requesting to add to the tenancy has permanently lived at your home for at least the last 12 months and is entitled to benefit from social housing. The application for a joint tenancy will then be assessed and a decision made.

**Please be very clear that if your rent account is in arrears, or you have debts outstanding with the Association, an application for a joint tenancy will not be accepted.**

For further information, please see the Association's website or contact the office for a fact sheet.

### JOINT TO SOLE TENANCY

There are only a limited number of ways that a joint tenancy can be changed to a sole tenancy.

If a relationship breaks down between joint tenants, the tenants must 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 you can to commence with the legal process to determine who will keep the tenancy.

If, as joint tenants 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 it will be issued immediately.

If you have any queries regarding any of the above or need clarification about what will happen to your tenancy in the event 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 are completely confidential, and all information given is wholly impartial.

## ENDING YOUR TENANCY

If you wish to end your tenancy, you must give the Association **at least four weeks' Notice in writing**. You can send Notice via email, but you will also be required to sign a form of confirmation. This form will either be sent to you by post or given to you when the first inspection of your home takes place. The Notice period must start on a Monday. If your written Notice is received at the office on any day other than a Monday, the Notice period will not start until the following Monday.

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

Your tenancy will always end on a Sunday (at 23:59 to be precise) irrespective of the day you actually move out. The Association will confirm your tenancy end date, in writing, upon receipt of your Notice.

All keys to your home must be returned to this Association by 8.30am on the Monday immediately following your termination date. If your keys are not received by this time, the Association will change all the door locks on the property. You will then be recharged the cost of this work plus rent for a further week.

Once you have submitted your Notice, the Association reserves the right to undertake at least two thorough inspections of your home. This will happen once at the very start of your notice period and then again when you hand the keys to the property back to the Association.

At the first inspection the Association will inform you of any repair/remedial works you are expected to complete to bring the property into a good, clean lettable standard before your tenancy ends.

Works could include removing carpets, redecorating, or replacing damaged doors. The full extent of the works required will depend on the condition of the property when the Association inspects.

If you decide to end your tenancy without carrying out the works required, the Association will complete the necessary works and you will be recharged for

the full cost of doing so. This includes costs for materials, labour, and any other expenses incurred, such as travel costs. You will also be charged for the loss of rental income incurred by the Association whilst works are taking place. All recharges are subject to VAT where applicable.

As a result of the above requirements, it is imperative that when you end your tenancy, you leave the property and the Association's fixtures and fittings in good, clean, lettable condition and repair, as well as removing all your possessions, furniture, and rubbish to give the Association 'vacant possession' These are conditions contained in the Tenancy Agreement you signed when you took on the tenancy and as such are legally binding requirements.

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

As well as ensuring the property and the Association's fixtures and fittings are left in a good, clean, lettable condition and repair, you must also ensure that your rent account is completely clear and there are no monies outstanding.

If you end your tenancy owing rent, recharges or any other monies, the Association reserves the right to file a claim against you in the Small Claims Court or, to instruct an external Debt Collection Agency to attempt to recover any outstanding balances from you. Any costs incurred by either of these methods will also be added to your debt.

## WAYS TO MOVE HOME

### TRANSFER

**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 for a transfer when they need a bigger or smaller home than the one they currently live in or, if they want to move to a different area.

If you wish to apply for a transfer, you will need to be registered with Homefinder Somerset or Devon Home Choice. Both these registers are accessible online.

For more information about how to register and how this works, please look at the Association's website in the section 'Looking for a Home' or contact the office and a factsheet can be sent which will explain the process.

## MUTUAL EXCHANGE

A mutual exchange is when two or more tenants, with a Secure or Assured Tenancy and who are not in breach of any tenancy conditions, have the opportunity to 'swap' their home with other tenants of the Association, or with tenants from other Registered Providers and local authorities.

The exchange can only take place where the respective tenants agree, and then only where all relevant landlords have given written consent to the exchange. Once these consents are in place, the 'swap' proceeds by a formal 'Assignment' of the tenancies involved.

Once a tenancy is assigned, the future rights and responsibilities of the tenancy are taken on by the new tenant.

The easiest way of finding an exchange is through word of mouth, or by advertising in local shops / papers. There are also Facebook/social media groups you can join which are specifically set up for tenants wishing to exchange.

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(s) forms 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 overcrowding or under-occupation of either property, if you or the proposed exchange partner has rent arrears outstanding or if the tenants with whom you would like to exchange do not have a local connection to the Parish in which you live.

If you are in any doubt about the suitability of your exchange partner, please telephone the office so it can be discussed. This can save a lot of time in the long run.

You must always wait for written permission from the Association **and** the other respective landlord(s) before you move.

Please take note that the Association reserves the right to charge you the cost of the Gas/Oil and Electrical safety checks that are required to be carried out upon a successful mutual exchange application. Please contact the office

who will be able to advise you of the costs you will be required to pay prior to the exchange taking place.

One of the most important parts about mutually exchanging your tenancy is that both you, and your exchange partner must be completely satisfied with the condition of the property into which you are moving. This is because you take the property 'as seen'. This means that if there is any damage caused to the property or any alterations or improvements have been carried out by your exchange partner, for example, missing or broken doors or a fitted shower, you will be liable for the upkeep, repair and, if necessary, replacing the item.

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

**Please be very clear that if you, or your exchange partner is in arrears, or has any debts whatsoever outstanding with the Association, or any other social landlord, the exchange application will be refused.**

## RUNNING A BUSINESS FROM HOME

Your Tenancy prohibits running a business from your home. Should you do so without written permission you will be in serious breach of your Tenancy and may be evicted. This is because the prime purpose of the Association's tenancies are to provide living accommodation, not business premises. The Association may, however, consider granting permission for some business activity on the premises provided you have applied for permission giving all the necessary information.

Please note: The Association's permission must be in writing duly signed by a senior officer of the Association, which will contain a number of specific obligations and restrictions and will be subject to immediate termination on the service of a 7-day notice.

Please be advised that the Association does not allow the parking of commercial vehicles on its land, this includes driveways, parking spaces or anywhere else on site without express written permission. Consequently, if you have access to a commercial vehicle in connection with any business, you should make sure you have alternative parking arrangements in case we are unable to grant permission due to planning purposes..

If you wish to carry out any business activities from your home, please contact the office for an application form.

## 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, garden 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.

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

The Association is mindful of the fact that anti-social behaviour undermines communities and can be increasingly difficult to stop or control if it is not promptly addressed.

To this end, the Association fosters links with relevant personnel in the Police Force and Local Organisations, including Local Government, and will work with them to take steps to defeat anti-social behaviour within its schemes.

### WHAT IS ANTI-SOCIAL BEHAVIOUR?

*"Anti-social behaviour" is conduct that is capable of causing nuisance or annoyance to some person. Such behaviour may be criminal (especially where it amounts to harassment or threatening behaviour) but is often just persistent selfish behaviour with no consideration for other people. Another form of anti-social behaviour involves using or threatening to use housing accommodation for an unlawful purpose.*

#### **Anti-social behaviour can be:**

- Excessive ongoing and/or unreasonable noise
- Rowdy or threatening behaviour / swearing / using foul language
- Intimidation and harassment
- Violence against people or property

- Criminal damage
- Vandalism or graffiti
- Drug Dealing or using the property for immoral purposes e.g. storing drugs or stolen goods
- Hate behaviours targeted at people who are perceived as different on grounds of race, colour, sexuality or disability
- Dog fouling

**The following behaviours are NOT classed as anti-social:**

- Noise from children playing
- Personal differences
- Family disputes (unless they involve excess noise or intimidating behaviour)
- Overgrown gardens
- Noises caused through normal living, such as flushing toilets and closing doors

Please note that these lists are NOT exhaustive.

**YOUR ROLE**

The Association expects all its tenants to set a good example by conducting themselves with due consideration for their neighbours' sensitivities, whether they are in their homes and gardens or elsewhere in the community.

The Association requests that all its tenants and residents to be alert to anti-social behaviour, to discourage it (whenever it is safe to do so), and to try to bring it to the attention of the appropriate authorities promptly. This can be done anonymously, should you wish it, and the Association will assist in helping you to report it if you ask. Useful contact numbers are provided at the back of this handbook.

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 and 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 that you are happy to hear their point of view.
- Listen to what your neighbour says
- Try not to interrupt the other person when they are talking



- Stay in control and do not shout
- Do not be abusive or aggressive
- Politely remove yourself from the situation if you feel the neighbour is becoming unreasonable.

## THE ASSOCIATION'S ROLE

If, after you have tried speaking to your neighbour and the issues continue, or you have tried speaking to your neighbour and they were unreasonable, the Association may be able to help.

The Association will rarely be able to take any direct action itself, however, a lot of anti-social behaviour can be diminished or controlled by creating good neighbourly relations – whether the Association talks to those involved itself, or by encouraging other Agencies to be involved.

If the Association may be in a position to act directly, it will deal with every case on its merits and with due regard to all the circumstances. Whether the Association takes any action and what action will be taken will always be at the Association's absolute discretion. When it does act, it will always try to get the best outcome for the community, and to that end it will usually have regard to the following possible actions:

- a) Investigating the report(s) made, so that the key factors and the best way to proceed can be identified.
- b) Talking to those involved to see if matters can simply be resolved by a little give and take.
- c) Referring matters to the proper Agencies, who will then be able to keep an eye on things and take such steps as they think appropriate.
- d) Urging any relevant Agency to take the steps which are within their powers.
- e) Considering what steps the Association may be able to take, and give effect to those as appropriate. These could involve:
  - Reminding an offending Tenant (and the relevant member of their household, if appropriate) about their own responsibilities and those of members of their household.
  - Warning an offending Tenant that the behaviour amounts to a breach of their tenancy obligations and may result in the loss of their Tenancy.

- Warning that any costs incurred by the Association in relation to a Tenant's (and the relevant member(s) of their household, if appropriate) conduct may be recovered as a debt under the terms of their Tenancy;
- Warning that those recoverable costs will include the costs of any Court proceedings, which in turn may result in an Injunction or a Possession Order; taking legal steps through the Courts.

# RENT

## RENTS AND SERVICE CHARGES

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

Rents are reviewed annually by the Association.

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 have the opportunity of discussing it further with the Association. The 28 days allows 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 considers 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

You pay a service charge for any extra services or facilities you receive that you share with your neighbours. These are services such as gardening or cleaning of communal areas, communal lighting, sewage or heating charges. If you do not have any shared services, you will not have to pay a service charge.

The amount you are required to pay covers the actual cost of providing the communal services. The services for which you pay will be set out in your tenancy agreement.

All service charges are being constantly monitored by the Association. This is so it can ensure that the service charge you are being charged each week reflects the amount of money the Association pays for the service.

The Association is always looking to keep its service charges as low as possible. It does this by fixing deals with gas and electricity suppliers, tendering maintenance contracts and looking for the best value for money it can. It is for this reason that when the rents and service charges are reviewed every year, the amount you are charged for services may fluctuate up or down.

In some cases, a 'sinking fund' element may be charged within your service charge breakdown. A **sinking fund** is a long-term savings account the Association builds up so that when, in the future, any expensive major works are required to a communal service, such as replacing a sewage treatment plant, or resurfacing a communal roadway, the Association has the money to pay for it.

## 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 fortnightly, four weekly or monthly, rather than weekly, 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, and weekly payment a week 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 offers you several ways for you to pay your rent and service charges:

### **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. You can also request the details via the Association's website.

### **BANK FASTER PAYMENT / BANK TRANSFER**

Faster Payment/ Bank Transfer is a way of electronically moving money between your bank account and the Association's bank account.

This method of paying your rent will allow you to do it in two different ways:

#### **Single immediate payments**

You can use these payments to make one-off payments to the Association's bank account, either via mobile banking, online banking, phone banking, or in the branch. Payments can be sent 24 hours a day, seven days a week.

## **Forward-dated payments**

These are one-off payments sent by you and received by the Association on a prearranged date decided by you. They can be set up in advance and can be particularly useful if you wish to set up a date for in the future, but you don't have to remember it. For example, you can set up a faster payment/bank transfer to happen whilst you are on holiday and don't want to have to remember to do it whilst you're away.

A Faster Payment/Bank Transfer will usually arrive in the Association's bank account within an hour (quite often minutes) of you making the payment. At the very slowest, the payment will always be received by the Association by the end of the following business day.

## **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.
- Call Allpay on 0330 041 6497 and an automatic voice system will help you make your payment.
- To pay online, visit [www.allpayments.net](http://www.allpayments.net) and click on 'Swipe Card Payments' then choose the option 'More About Internet Payments', and follow the instructions. You will need to sign up to register the first time you use this.
- 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 can be found at [www.allpayments.net](http://www.allpayments.net)

## **CHEQUE**

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

Please make sure that you do add the 'Limited' or 'Ltd' to the Association's payee name as the cheque has to have exactly the right name as the payee.

## **CASH**

Payments in cash can be made in person by visiting the Association's office.  
Never send cash through the post.

## UNIVERSAL CREDIT

### MOVING OVER TO UNIVERSAL CREDIT

You should be aware, if you are claiming any kind of state benefit, that Universal Credit (UC) has replaced most benefits such as Job Seeker's Allowance, Income Support, Working/ Child Tax Credits and Housing Benefit. If you are claiming benefits but have not yet migrated to UC, the Department of Work and Pensions (DWP) will contact you directly with all the details and instructions if they intend to stop your current benefits and move you onto UC.

If you experience any problems or need help with this, please contact the Association for assistance or refer to the Universal Credit website at [www.gov.uk/universal-credit](http://www.gov.uk/universal-credit) or call them on **0800 328 5644** for the most up to date advice.

### WHAT DO I NEED TO KNOW ABOUT UC?

1. You must have a bank account.
2. You need to be aware that when you are moved on to UC you could be without any payment for up to 6 weeks. Whilst you may be able to get an advance payment, this will be deducted from your future 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.
3. You may be entitled to a Transitional Payment to help prevent any hardship. This is when your current benefit continues for a set number of weeks whilst your claim for UC is being processed. You will need to discuss this with your 'Work Coach' when you apply.
4. You are only able to apply for UC online. If you do not have access to a computer or on-line services there still are many places that will help you apply, such as the Job Centre Plus or Citizens Advice.
5. You need to be fully aware and prepared for the fact that you will receive one lump sum payment a month. This will include any housing element (rent money) being paid directly to you.

## WHAT DO I NEED TO DO IF I AM BEING CHANGED TO UC?

Realistically, you should start now to prepare for the fact that you may have to wait for up to six-weeks without any payments/money.

With regards to your rent, whilst the Association understand that you may have to wait for UC payments, you still need to pay as much as you can towards your rent due, otherwise you could accrue significant arrears which could put your tenancy at risk.

Please remember, the Association is here to help you and the most important thing you can do if you are claiming Universal Credit is to **communicate with the Association.**

**If you would like any more information or would like to chat about your situation, please do not hesitate to contact the office or, for more information and advice look at the Association's website under the 'Tenant Section'. The Association is always here to help and can be very patient and understanding if you advise it of your circumstances.**

## **DIFFICULTY PAYING RENT / ARREARS ACTIONS**

The first obligation of every Tenant is to pay the rent. If you fail to pay on time, you may lose your home - and the Association has no wish for this to happen to any of its tenants.

If you fail to pay or cannot pay - or if you expect that you will be in difficulties, **COMMUNICATE WITH THE ASSOCIATION IMMEDIATELY YOU SUSPECT OR KNOW IF THERE IS A PROBLEM!**

The Association may be able to provide practical help, and can explore various options with you, and maybe together we can find a way to avoid you getting into arrears.

Remember - your rent is the most important thing you ever need to pay as it provides a safe and secure roof over your head, and for your family.

## WHAT HAPPENS IF RENT IS NOT PAID?

As you know, your Tenancy Agreement makes you liable not only to pay the rent but also to meet any costs incurred in chasing arrears of rent, so it will always be better to speak to the Association before any payment is missed, and at the latest, as soon as one is missed.

If you haven't already spoken to the Association, it will try to communicate with you to find out why a payment has not been made on time.

It is appreciated that rent arrears can often be difficult to address so, if you like, the Association will arrange to visit you to discuss the situation in a sensitive manner and to help you to identify not just the reason for the problem, but whether any arrangements can be made to help you get back in credit. The Association is familiar with dealing with rent arrears problems and it may be able to suggest sources of help, benefits etc. to which you may be entitled. It can also 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 both you and the Association address the problem practically and try to reach agreement on how to deal with your arrears. Once an agreement is reached for repayment, it has to be strictly maintained. Any further non-payment may force the Association to consider taking more formal and expensive action against you. At worst that can result in the Association taking Court proceedings to evict you from your home, with the likelihood that you will also incur a money judgment against you.

What effect does being in arrears have?

While you are in arrears the Association is unlikely to carry out any improvements to your property. The Association will also withhold any permissions that you may request regarding any alterations or improvements you wish to make to the property.

**For more information about what happens if you get into difficulty with your rent, please contact the Association immediately or look at the website under the 'Tenant Information' section.**

**The Association is here to help you if it is able, but you are urged not to ignore any problems you may have paying your rent. This will only exasperate the matter further.**

## **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 for the Association 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 make contact the office.
- A rent account becomes 8 weeks or more in arrears.
- When the Association is concerned about erratic payments made by the tenant resulting in escalating arrears. This will also include cases where the tenant fails to respond to any requests made by the Association to communicate.
- If the tenant has an existing arrangement to pay their rent due and any accrued arrears but has consistently failed to make the payments due from them.

A NoSP is the first stage of initiating court proceedings to evict a tenant and take possession of their home.

After the date shown in Section 4 of the NoSP, court proceedings may begin at once but not later than 12 months from the date on which the notice is served. After this time the notice will lapse, and a new notice must be served before possession can be sought.

The NoSP is normally served in person, to the home of the tenant. This is so the Housing Officer serving the NoSP can fully explain the implications of it being served and discuss possible resolutions, normally by way of a repayment arrangement. The NoSP can also, however, be served by Recorded Delivery via Royal Mail.

**If the rent account is not cleared in full, a NoSP remains enforceable for 12 months.**

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

A minority of tenants regularly accrue sufficient arrears to warrant a NoSP being served in respect of their tenancy.

On receiving the NoSP they clear the arrears outstanding, therefore nullifying the NoSP. The tenant then fails to pay the rent due on a regular basis, therefore, accruing arrears to an amount where a NoSP is due to be served. This process is often repeated indefinitely.

It is also true that a very small number of tenants do not pay any rent due from them until they have been served a NoSP.

The repetition of these events can often result in the tenant being served a NoSP on a very regular basis.

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.

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.**

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 repairing and maintaining to your home.

**It is the tenants' obligation and responsibility to report all repairs to the Association as soon as they are aware of an issue.**

**Failure to report repairs is a breach of Tenancy and court action could be taken against you to end your tenancy should serious breaches of this tenancy condition occur.**

The Association insists that if you have a repair, that you contact the office by whichever method you chose to report the repair. DO NOT directly approach any Contractor visiting your home (or who may be in the vicinity of your home) with a repair request as this will NOT be logged and the repair will not be undertaken.

**It is also very important that you understand the Association will not cover any items listed below if they have been broken, damaged or neglected by you, any members of your household, visitors or any third party.**

The Association will maintain:

- The structure and exterior of your home including roofs, chimneys, chimney stacks, flues (but not including sweeping) walls (excluding minor internal plasterwork repairs), floors, ceilings, window frames, external doors, drains, gutters (but not the clearing of) outside walls and paths
- Kitchen and bathroom fixtures – basins, sinks, toilets, baths and, in some cases showers and flooring
- Electrical wiring, gas and water pipes
- Space heating and water heating equipment.

- Communal areas - *including common entrances, halls, stairways, common parts, including their electric lighting and any fire safety provisions, parking areas and communal green areas (which are not the responsibility of the tenants).*
- Pathways, steps, hard-standings. *This only applies to those that were in place when the tenancy commenced (unless they were 'gifted' to you), and those in communal areas.*
- The annual servicing of gas and oil heating systems.
- Cyclical repairs. *For example, external decoration of the property.*

**The Association will do its best to maintain 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 as well as generally maintaining your home and garden in a clean and tidy condition
- Burst pipes (if caused by your negligence)
- Adjusting doors for carpets or laminate flooring
- Sink/bath chains, plugs and toilet seats
- Cookers, refrigerators and 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 and sheds (*unless the Association informs you otherwise*) (*see section 'Useful Information' for more clarification of your responsibility for fences*).
- 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, blinds, hat/coat hook and rails
- Any alterations to your home that you carried out at your own expense (*please note you must have written permission for any alterations you wish to carry out*).

- Any fault arising from any appliance provided by you or alterations carried out by you
- Damage caused regaining entry to your home by yourself or any other person
- Replacement of any lost or broken keys
- Showers, shower screens and curtains, and associated tiling
- Unblocking gutters and downpipes and keeping them clear of debris
- changing the outside door locks if you have lost your keys, locked yourself out, had your keys stolen or fitted extra locks yourself
- bleeding radiators (please always ask for advice before you bleed radiators as they may be part of a pressurised system)
- repairing any plumbing pipes, connectors etc. and electrical cables, switches etc. that have not been provided by the Association
- keep the boundary fencing in good repair maintain and repair any garden fences, gates, sheds, or garden structures.
- Maintain any trees in the boundary of your garden

This list is not exhaustive - but if you are in any doubt over the responsibility for a repair, please contact the Association for clarification.

## 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.

If there is ever an issue with a repair that has been carried out by the Association, please contact the office as soon as possible so it can be investigated.

All repairs should be reported straight away to the Association during office hours (8.30am – 5.00pm Monday to Friday).

You can report a repair by:

**Telephone** [01823 667343](tel:01823667343)

**Email** [info@falconhousing.co.uk](mailto:info@falconhousing.co.uk)

**Whatsapp message** [07581 551502](tel:07581551502)

**Using the 'Contact us' form on the website** [www.falconruralhousing.com](http://www.falconruralhousing.com)

Please make sure you include as much detail as you can about the repair, including any photos or videos if you are able. However, sometimes it is easier to show the Association a repair than try and explain it. If you wish to do this, contact the office and a 'FaceTime' call via Whatsapp can be arranged.

Every effort will be made to complete repairs within the specified priority and timescale. 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 set by the Association and as shown on your copy of the job order, or the job is late, please telephone the office immediately. The Association can then investigate the matter and inform you of the status of the job, whether there is any delay, the reasons for this, and when you can expect the job to be completed.

### **KEEPING APPOINTMENTS (also see Rechargeable Works)**

If you fail to grant access to your home as per an arranged appointment, and you fail to contact the Association or the contractor at least 24 hours prior to the appointment time to cancel the appointment, you will be recharged for any unsuccessful visit the contractor makes.

**It is therefore imperative that once an appointment has been made and, for whatever reason you are unable to honour it, you must contact the Association immediately.**

The amount you are charged for a missed appointment will vary depending on the cost of the aborted visit to the Association.

The Association also reserves the right to recharge you for a failed visit if a contractor attends your property to carry out a repair or service and there is a lack of, or insufficient supply of electric, gas or oil to enable the repair to take place.

Please note that if you have asked the Association to raise a repair to your home and then fail to return calls to make an appointment or are not home for a scheduled visit, the Association reserves the discretion to either cancel the job requested until you raise it again or take the necessary legal steps to gain entry to your home. This latter option will also result in significant legal costs being payable by you.

## CLEANLINESS AND ACCESSIBILITY

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

**All contractors working on behalf of the Association are given complete discretion 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/criminal damage.**

Your Tenancy contains the obligation for you to contact the Association as soon as you notice there is something wrong.

## ROUTINE / DAY TO DAY REPAIR

These repairs are usually required to be completed within a **28 day - 56 day** timescale depending on the issue. Day to day repairs include non-urgent items such as failed seals on double-glazed units, broken door furniture or dripping taps.

## URGENT REPAIRS

An urgent repair is a job that needs to be done quickly but is not an emergency. The Association will use its discretion as to whether a repair request should be treated as urgent and should this be the case, you will be informed by the Association of the date by which you can expect the repair to be completed.

Urgent Repairs should usually be completed within 7 days of the job order being raised.

## EMERGENCY REPAIRS

As soon as you advise the Association, an emergency repair will be actioned immediately, and your property made safe **within 24 hours.**

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** when the office is closed, for example, bank holidays, weekends or evenings, and the repair cannot wait until the next working day, please ring the office number **01823 667343**.

Once you ring this number you will be given the option to be transferred to the Association's 'out of hours' emergency contact centre Orca. An operator at Orca will then who will then be able to assist you with your emergency. You will be asked to provide your name, address and current contact telephone number.

**All staff tending the 'out of hours' emergency phone have the discretion to decide whether they consider that the repair being reported needs to be dealt with as an emergency. They therefore have the right to refuse to request a contractor attend any repair request that they do not deem an emergency.**

**The emergency service will ONLY MAKE YOUR HOME SAFE. Any necessary follow up repairs will then be completed within normal working hours.**

It cannot be stressed enough that the emergency repairs service is for **genuine emergencies only**. The Association reserves the right to re-charge the tenant a 'call out' fee if the contractor attends the property and finds that the repair is not an emergency. Charges could range between £90 - £200 but will reflect the actual cost of the call out to the Association.

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 you or one of your appliances 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 the National Grid **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 the Association. The Association will not undertake any repairs for damage unless a Police incident number is provided. 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 damage/repair required 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 and may refuse to carry out the works.

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 tenant 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 REPAIR WORKS**

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

The Association will not carry out any works which are the responsibility of the tenant unless expressly agreed in writing and under exceptional

circumstances. If the Association does carry out any works that are your responsibility, you will be recharged for the full cost of the works undertaken which could include an administration fee.

Rechargeable works are invoiced direct to you, 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 manageable instalments.

Should you fail to pay any rechargeable amounts or make an arrangement to do so, the Association reserves the right to pass the debt to an external Debt Collection Agency. (This is irrespective of whether or not you are currently a tenant.) Please 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 costs will also be payable by you.

Failure to pay could also trigger the Association to refer your debt to the Small Claims Court. This will also involve a significant amount of court costs which would also be payable by you.

If you are unsure about what constitutes a Rechargeable Repair and whether or not you will be liable, please contact the Association for clarification.

## ALTERATIONS OR IMPROVEMENTS

You must ask the Association's permission before carrying out any improvements or alterations to your home apart from:

- Decorating
- Putting up shelves
- Putting up pictures
- Laying carpets
- Laying laminate flooring on the ground floor of a property (no 1<sup>st</sup> floor flats or above)

If you wish to make any alteration or improvement to your home other than those above, for example, the erection of a satellite dish, or replacing internal doors you must first obtain the Association's permission in writing.

In order that the Association can consider your requests, you must apply in writing, giving as much detail as possible of what you want to do and why you want to do it. The Association will endeavour to respond to any request within a few working days.

**Never, ever, carry out any works to your home without first obtaining written permission from the Association.**

**Failure to get any necessary permissions would be a breach of your Tenancy conditions and should you retrospectively apply and permission not be granted, it will cost you lot of money to put your home back to how it was before the works were done!**

Please note that you will **NOT** be given permission for any alterations or improvements if you have outstanding rent arrears, recharges due, court costs or any other monies due to the Association.

Permission will also be withheld if the tenant has an active Notice of Seeking Possession for any reason, or the tenant has breached their tenancy in any way.

## **GAS AND OIL BOILER SERVICING**

As a responsible landlord, and as a statutory legal requirement, the Association must ensure that every single one of its properties with a gas or oil boiler have an annual safety check and full service.

The Association will write to you giving adequate notice as to when this service is due.

It is required and expected that **all** tenants give contractors access to their homes in order that the service can be carried out.

The Association's contractors will always endeavour to make appointments in advance, at a time that is mutually convenient to you both. It is respectfully requested that you arrange an appointment within the time frame allocated and ensure there is a sufficient supply of oil or gas at the time of the visit. Remember, this service is for your own safety, your cooperation is therefore expected.

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

If you do not allow access to your home to complete the work or you unreasonably delay giving the Association access and the safety check becomes overdue, the Association will seek a Court Order to gain access to

your home. If this happens you will be charged for costs incurred in obtaining the Court Order which are currently £365.00.

**The annual service is vital to guarantee the safety of you and your household.**

## 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.

## E-BIKES AND E-SCOOTERS (INCLUDING HOVERBOARDS, SEDGE WAYS AND ANY OTHER RECHARGEABLE APPLIANCE)

E-bikes and e-scooters are becoming increasingly popular. Most are powered by lithium-ion batteries, which can be charged at home.

It is important, however, when charging e-bikes and e-scooters, you do so safely to avoid a risk of a fire starting which would put you, your family and your home at risk.

The Association therefore advises the following:

- Always follow manufacturers' instructions when charging.
- Never leave anything which is charging unattended or charge it while you are asleep.
- You should always make sure you unplug your charger once it's finished charging.
- Always use the correct charger for your batteries and buy any replacements from a reputable seller.
- Batteries can get warm during their use. Allow them to cool down before attempting to re-charge.
- Store and charge batteries and electrical items somewhere completely away from any main routes through your homes and gardens or any main exit doors.
- Do not charge anything in any communal area.

For more information about E-bike and E-scooter safety, please contact the Association for a leaflet or visit its website.

## 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.

## CHIMNEY FIRES

When coal soot or wood tar deposits build up to a sufficient level in your chimney, the heat from the first warms these deposits and can sometimes ignite causing a chimney fire. If the chimney does catch fire you will often

hear a roaring noise in the chimney and outside masses of smoke will be pouring out of the chimney, sometimes you may even see flames.

It is your responsibility to sweep your chimneys to prevent this from happening. This should be done twice a year, once before burning season, usually around September/ October and once after burning season, normally around April.

### **What to do if you have a chimney fire**

- Call the fire brigade – 999
- If you have a stove then shut all air vents and flue dampers to reduce the chimney fire's oxygen supply
- If you have an open fire then gently splash water on it to extinguish the fire.
- Move flammable materials, furniture, ornaments away from the fireplace
- If you have an open fire then (as long as there is no risk to you) block the fireplace opening with something non combustible
- Feel the chimney breast throughout the house – if it is getting hot then move furniture away
- Do not pour water on the fire if you have a stove
- Do not pour salt on the fire – this can create chlorine gas which is damaging to the chimney and toxic if it gets into the room
- Ensure that the fire brigade can access the loft space
- In severe cases where there is deemed to be a risk of the fire spreading to the roof use a hose to wet down the roof near the chimney but not the chimney itself

## **BURST / FROZEN PIPES**

When you move into your new home, the Association will inform you of the location of the mains water stopcock. This is usually situated underneath the kitchen sink.

In order to minimise any possible damage to your home in the event of either a water pipe bursting, leaking or freezing, you should make all members of your household aware of the position of the stopcock for the property.

If a problem does occur with a burst or frozen pipe, 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 the office on **01823 667343** immediately so the Association can take any necessary remedial action.

If you are going away from home, the Association requests that you take the following precautions:

- If the weather is cold, you can prevent frost damage and frozen pipes by turning off the water and draining the entire water system by turning on all the taps until they run dry. Instead of draining down, you could leave your heating on low to keep your home warm and prevent freezing pipes.
- As it states in your Tenancy Agreement, if you are going to be away from home for more than 14 days you must advise the Association. It is also requested that you advise the Association where a spare key will be held in your absence, should an emergency ever arise.

## CONDENSATION

Condensation is when warm moist air meets a cold surface and turns to water. If this happens regularly black mould will begin to appear on the affected surfaces.

The following steps will help prevent condensation in your home:

- When using the kitchen or bathroom, keep the doors shut to prevent steam going into colder rooms of the house.
- Always open kitchen and bathroom windows when cooking or washing so the steam can escape.
- Always use the extractor fans provided and keep window trickle vents open at all times
- NEVER use bottled gas heaters or block air vents.
- Open windows in other rooms as much as possible to allow a change of air.
- Cover pans when cooking.

- Always vent tumble driers externally (unless they are condensing driers).
- Dry clothes outdoors whenever possible. If drying indoors, ensure there is sufficient ventilation.
- Try not to allow the property to get too cold – especially for a prolonged period of time.

If you have any problems with condensation, please contact the Association for help and information as to how to deal with it.

There is also a factsheet containing handy tips available on the Association's website under the Repairs and Maintenance Section or contact the office for a leaflet.



# USEFUL INFORMATION

## HOUSEHOLD CONTENTS INSURANCE

The Association's insurance policy covers the structure of the building and the fixtures within your home. It does not cover carpets, curtains, internal decoration, any of your personal items nor any alterations you have made to the property (with or without permission).

The Association understands that tenants 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 could 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 financial assistance or compensation for damage caused to your possessions etc. should a fault arise within your home.

Consequently, the Association strongly recommends that all tenants insure their own possessions and internal decorations against fire, flood, water damage, theft etc.

## KEYS

The Association does not hold any keys for your home.

When you take on the tenancy, you are given all the keys the Association possesses. 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 your home.

The Association will normally give permission for you to keep a pet that it considers reasonable for the size and type of your home.

Some homes may be considered unsuitable for certain sizes or types of pet, for example, flats above ground floor level, properties with shared communal areas and facilities, properties without an enclosed garden and, properties where there are restrictive covenants concerning pets and animals.

If you allow your pet to cause a problem to your neighbours or any other person in the vicinity of your home, or any damage to the property the Association may withdraw permission to keep the animal and you will be liable for any costs associated with your pet.

Please contact the Association in writing to request permission to keep any pet or animal at your home.

## RIGHT OF ACCESS

If the Association, or someone working on behalf of the Association ever needs to enter your home for the purpose of inspecting the condition and its state of repair, to undertake surveys or to carry out repairs and maintenance, you will be given at least 24 hours written notice.

The only circumstances in which the Association has the right to gain access to your home without prior notification or your permission, are as follows:

- If an emergency repair has been reported (i.e. water pouring under your front door) and the Association is unable to make contact with you. In the unlikely event that this should ever happen, the Association will try all means possible to contact you prior to the entering of your home, and after entry. This is to try and make you aware of the situation.
- 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 may be dead.

If there is ever a reason to enter your home under these conditions, the property will be made secure upon the Associations' vacation. It is for situations such as these that it is essential that you keep the Association informed of all up-to-date contact telephone numbers for you and members of your household.

If any tenant consistently refuses to allow access for the Association to carry out a repair, or a routine service of an appliance, (such as a gas or oil

service) the Association will apply to the County Court for access to the property and you will be liable for all costs involved in this process.

## **PARKING, UNROADWORTHY / UNTAXED VEHICLES**

### **PARKING – GENERAL**

You are expected to ensure that you, members of your household and visitors to your home always park with due regard to your neighbours at all times. Vehicles must 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 other vehicular access.

### **UNTAXED AND UNROADWORTHY VEHICLES**

Untaxed and unroadworthy vehicles must not be parked on the public highway, nor any land owned by the Association unless you have obtained written permission to do so. When you signed your Tenancy, you agreed that the Association has the right to remove such vehicles from its land if permission has not been granted and it is of the Associations opinion that the vehicle causes an obstruction or annoyance. The full conditions are contained in your Tenancy Agreement.

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.

### **BOATS, CARAVANS, MOTORHOMES, TRAILERS, HORSE BOX, AGRICULTURAL VEHICLES (INCLUDING ATVS) OR LARGE/HIGH SIDED COMMERCIAL VEHICLES**

None of the above listed vehicles are permitted to be parked on the Association's land without express written permission. This will only be granted in exceptional circumstances. Please contact the office if you wish to apply for permission.

## **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. You must make sure no growth of plants (especially bamboo, ivy and other climbing plants, and Japanese knotweed) directly 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 the tenant recharged for the cost of such works. Any such charge will be dealt with as a recharge. (*For more information see section 4 - Repairs and Maintenance 'Rechargeable Works'.*)

## **TREES**

You are responsible for all the trees in your garden boundary. The Association would advise maintaining the height and width annually to prevent the trees becoming too large to manage. This would also be the most cost effective way to look after the trees.

You do, however, require permission to remove any trees in their entirety from the Association.

## **FENCES**

The responsibility for a fence will depend on the boundary on which it is located.

### **Does the fence divide your property and another property owned by the Association?**

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.

The only circumstance that this does not apply is when the fence is clearly on one tenant's side of the boundary rather than straight down the middle for example, there is a wire fence with a wood panel fence on one side of it.

A plan showing if you are responsible for any fencing will be given to you as part of your new tenancy pack.

### **Does the fence divide your home with any other home or land NOT owned by the Association?**

In these cases, you will need to contact the Association as soon as you can so that it can investigate who owns the boundary and consequently, who will have the responsibility for the fence. If it turns out that the boundary is the responsibility of the Association, arrangements will be made for it to be fixed or replaced. If the Association does not own the boundary, it will take the necessary steps to find out who owns the fence and request the relevant action to be taken.

If you are ever in any doubt as to where the responsibility for a boundary lies, please contact the office.

### **HEDGES AND BUSHES**

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

For hedges and bushes that form the boundary around your garden, the same principle as fencing applies. Again, please contact the Association for clarification if you are unsure.

### **SHEDS, OUTBUILDINGS AND ANY OTHER OUTSIDE STRUCTURE**

You need to obtain the Association's written permission to erect a shed, outbuilding or any other outside structure such as a chicken coup or dog kennel.

Before writing in to request permission, please make sure you are able to evidence the following:

- That you can gain any relevant planning permissions for the structure that may be required from the local planning authority, i.e. your local council or Exmoor National Park. If you do not need planning permission, proof of this will need to be submitted.
- That you are satisfied you will be compliant with any other statutory regulations that may be appropriate, such as building control requirements. The appropriate certification must be submitted to the Association upon completion.
- That you have consulted with your neighbours as to your intentions and there are no unreasonable objections.
- Proof that the structure is an adequate distance away from all boundaries of the garden to allow the ongoing maintenance of the shed and the boundary
- Proof that the structure will have its own water collection system or the run off of rainwater does not breach the boundary in to any neighboring properties

Should permission be granted, you must agree to be solely liable for the upkeep of any structure and, should you ever leave the property, the Association reserves the right to request that you completely remove the

structure and any associated bases/foundations and make good the garden to the satisfaction of the Association before your tenancy termination date.

## REFUSE AND DUSTBINS

Untidy bin areas can quickly become a health hazard and can attract pests and vermin. It is for this reason that the Association expects you to keep them clean and tidy at all times. It is your responsibility to provide a suitable bin for your household rubbish.

The Association requests that when it is rubbish day, and if you do put your rubbish/recycling out the night before, you are mindful of the risk of animals getting into any bags or containers and distributing the rubbish all over the area. If this happens, the refuse collectors 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 doing so.

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

## PESTS

Pests come in various shapes and sizes, from fleas and bed bugs to rats. 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 by contacting a local pest control expert.

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 information about pests, please see the Association's website or contact the office for a factsheet.

## USEFUL NUMBERS

<b>Gas leaks</b> – turn off supply immediately, open windows, and ring <a href="http://www.nationalgas.com">www.nationalgas.com</a>	<b>0800 111 999</b>
<b>Wessex Water</b> Main number Blocked Drains <a href="http://www.wessexwater.co.uk">www.wessexwater.co.uk</a>	<b>0345 600 3600</b> <b>0345 600 4600</b>
<b>South West Water</b> Main number and blocked drains To report a water leak <a href="http://www.southwestwater.co.uk">www.southwestwater.co.uk</a>	<b>0344 346 2020</b> <b>0800 230 0561</b>
<b>Power Cuts</b> Contact the <b>National Grid</b> <a href="http://www.nationalgrid.co.uk">www.nationalgrid.co.uk</a>	<b>0800 6783 105</b>
<b>Police / Fire brigade / Ambulance</b> (Emergency only)	<b>999</b>
<b>Police (Non-Emergency)</b> <a href="http://www.avonandsomerset.police.uk">www.avonandsomerset.police.uk</a> <a href="http://www.devon-cornwall.police.uk">www.devon-cornwall.police.uk</a>	<b>101</b>
<b>Somerset Council</b> <a href="http://www.somerset.gov.uk">www.somerset.gov.uk</a>	<b>0300 123 2224</b>
<b>Mid Devon District Council</b> <a href="http://www.middevon.gov.uk">www.middevon.gov.uk</a>	<b>01884 255255</b>
<b>Devon County Council</b> <a href="http://www.devon.gov.uk">www.devon.gov.uk</a>	<b>0345 155015</b>
<b>Citizens Advice National Helpline</b> <a href="http://www.citizensadvice.org.uk">www.citizensadvice.org.uk</a>	<b>03444 111 444</b>
<b>Stepchange (Debt Help)</b> <a href="http://www.stepchange.org">www.stepchange.org</a>	<b>0800 138 1111</b>
<b>Universal Credit</b> <a href="http://www.gov.uk/universal-credit">www.gov.uk/universal-credit</a>	<b>0800 328 5644</b>

