



# Customer Handbook



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## **1. The Guinness Partnership – A Warm Welcome**

On behalf of The Guinness Partnership it gives me great pleasure to welcome you to your new home. I hope you will be very happy with it. If you are an existing customer, I'd like to thank you for continuing to live in and look after your home.

The Guinness Partnership provides you with a lot of information, both when you move in and during your residency. This handbook sets out many of the important details you need to know about living in your home. Please keep it somewhere safe, as the answers to questions you may have can usually be found inside.

At The Guinness Partnership, we are committed to give the best possible service to all of our customers. If you have a question which isn't answered in this handbook, please get in touch with your local Customer Service Centre or Housing Team who will be pleased to help you.

Our staff will also be able to give you details of ways you can become involved with The Guinness Partnership and help to shape and improve the services we provide.

I hope you have a long and happy tenancy with us.

**Simon Dow, Chief Executive**

## About The Guinness Partnership

The Guinness Partnership is one of the largest housing and care organisations in the country, owning and managing over 60,000 homes and with nearly 120,000 customers.

Our size means we can offer greater housing choice, provide better care and support, create more successful neighbourhoods and deliver major improvements in our customer service.

Our services to you are delivered through our three housing companies, Guinness Hermitage, Guinness South and Guinness Northern Counties, and our specialist care and support company – Guinness Care and Support.

This allows us to use the benefits of our national strength while providing flexible services to our customers.

At the Partnership, our job is to provide good quality homes and services that will help you to achieve your goals, ambitions and aspirations. We are continually working to build neighbourhoods where you will want to live, both now and in the future, and to provide services which are suitable to your needs. We are helped to achieve this by the fantastic staff we employ who are committed to and unified by The Guinness Partnership vision:

***Great service, great homes and a great place to work.  
The Guinness Partnership – together, really making a difference***

The front page of your tenancy agreement shows which housing association in The Guinness Partnership is your landlord. The Guinness Partnership manages homes belonging to 13 separate housing associations and it is important that you are aware of who your landlord is, and which operating company you receive your services from. If you are in any doubt please speak to a member of your Housing Team.

## Guinness South

Guinness South was created on 1 September 2010 by the amalgamation of Guinness Midsummer Ltd, Guinness Midsummer Homes Ltd and Clapton Community Housing Trust. Guinness South also manages homes on behalf of Guinness Trust and Wycombe Friendship Housing Association in the South East of England.

Guinness South covers an area that stretches from Rugby in the north, Norwich in the east, Brighton in the south, with a large concentration of properties in London too. We employ over 250 staff and manage over 17,000 homes.

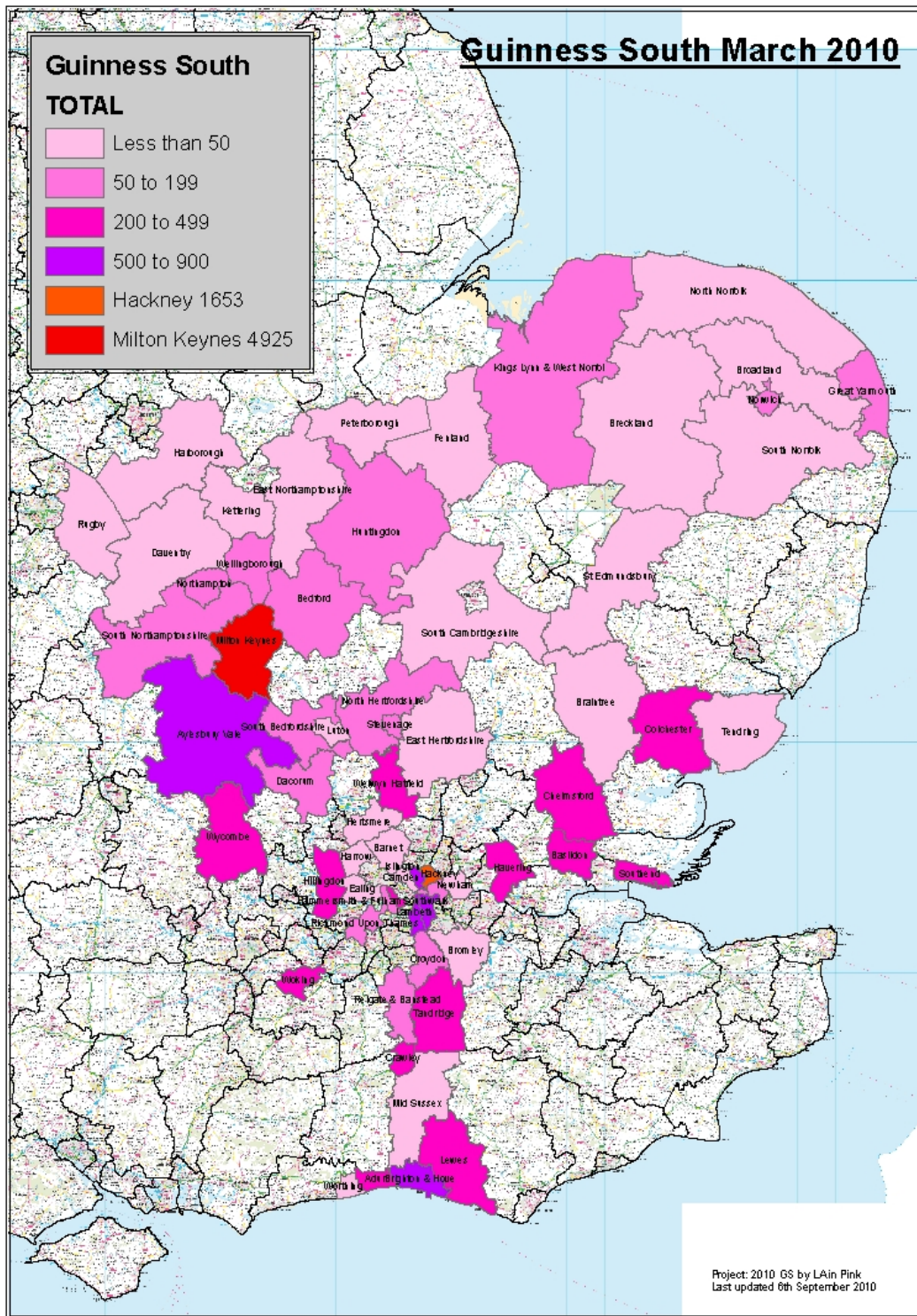
Most of the Guinness South homes provide family or single-person accommodation but there is a proportion of housing for older people, including specialist schemes that are managed on a day-to-day basis by our partnering company Guinness Care and Support. Over a third of our homes are shared ownership or leasehold.

In order to deliver responsive local services, Guinness South is divided into four regions, each with its own regional office. The Guinness South Board has overall responsibility for the strategic direction and performance of these areas, ensuring they deliver quality services to residents that are cost-effective.

We work closely with our residents via panels and boards, including a Scrutiny Committee, as well as tenants' and residents' associations, to ensure that customers are involved in both monitoring and shaping the work we do. We have a team of staff working with groups and agencies that help to tackle worklessness and associated issues, using partnerships to help more people.

Guinness South also recognises the important role that our staff play in the success of the business. We are committed to enabling our people to develop their full potential to meet personal and business needs. We provide a positive learning culture for training and development at all levels to achieve continuous and measurable improvement throughout the company. This is embedded in Guinness South through individual training and development plans and our Service Improvement Plan.

# Guinness South: Where We Operate



## Your Local Housing Team

If you would like any help or advice on anything contained within this handbook, or if you have any queries regarding your tenancy, then please contact your regional office below.

### **Guinness South - Chelmsford office**

Greenwood House  
91/99 New London Road  
Chelmsford  
Essex, CM2 0PP

**Phone** 01245 496773 **Fax** 01245 496782

**Email** east@guinness.org.uk

### **Guinness South - Horley office**

2nd Floor, Beulah Court  
Albert Road  
Horley  
Surrey, RH6 7HP

**Phone** 01293 775241 **Fax** 01293 820897

**Email** south@guinness.org.uk

### **Guinness South - Milton Keynes office**

Henshaw House  
851 Silbury Boulevard  
Central Milton Keynes  
Bucks, MK9 3JZ

**Phone** 01908 609577 **Fax** 01908 609558

**Email** mail@guinnessmidsummer.org.uk

### **Guinness South – Stratford office**

Robins House, 134 - 138 The Grove  
Stratford  
London, E15 1NS

**Phone** 0203 288 1900 **Fax** 0203 288 1999

**Email** southeastregion@guinness.org.uk

You can also contact Guinness South via our website:

**[www.guinnesspartnership.com](http://www.guinnesspartnership.com)**

## Reporting Repairs

We aim to provide a first class repairs service. Please help us by reporting repairs promptly and preventing damage or misuse to your home and estate.

If you have an emergency which is an immediate risk to you or your neighbours' safety, security or health, contact us immediately.

You should report your repair request by contacting the Repairs Help Desk detailed below, which is open between 8am and 6pm, Monday to Friday:

**Tel: 08452 303080 or 03000 999100**

**Email: [gtrepairs@guinness.org.uk](mailto:gtrepairs@guinness.org.uk)**

You can also report repairs at one of our offices, by writing to us, or via our website: [www.guinnesspartnership.com](http://www.guinnesspartnership.com), clicking on the Guinness South tab and 'Arranging Repairs'.

## Out Of Hours Emergency Contact Information

If you smell gas at any time you should **immediately** contact the National Grid on: **0800 111 999**

For all other emergencies when our offices are closed, call the Repairs Help Desk and your call will be directed to our out of hours service provider.

## 2. Moving Into Your New Home

In this section you will find information to help you settle into your new home. Before you have moved in, we will have checked the condition of your home to make sure it is safe and secure.

### **How do I get my gas, electricity and other services connected?**

Before you move into your new home, we have to make sure your gas and electricity supplies are safe.

#### **Gas:**

In most regions of The Guinness Partnership, when you move in you will be provided with a Landlord's Gas Safety Record and have a fully working gas supply and heating system, if the property has a mains gas supply. All you need to do is decide on a gas supplier, contact them with the meter readings and they will send you any cards or keys that may be required.

However, in some regions, for safety reasons, your gas supply will have been sealed off. You will need to decide on a gas supplier, contact them with the meter readings and they will send you any cards or keys that may be required. If there is no meter your supplier will arrange for one to be fitted.

Once you have received any gas cards or the meter is fitted, contact our gas contractor whose details will have been given to you when you signed your tenancy agreement. They will send a gas engineer to your home and unseal the supply pipe, check the boiler and issue a Landlord's Gas Safety Record.

Please do not allow anyone except our Gas Safe Contractor to remove the seal on your gas supply. Our contractor will not reconnect the gas supply outside normal working hours.

If you have a card or key meter, please make sure you have at least £5 credit for the checks to be completed.

#### **Electricity:**

You need to decide which company you are going to buy your electricity from. You will need to tell the electricity company:

- Your name and address.
- The meter reading and the date you moved in.
- How you are going to pay.

You can have an electric or gas meter fitted in the property, which you can arrange with your supplier, but please check with us first so we can keep a record of it.

If you arrange your gas and electricity supplies in this way, it will ensure that the supplier knows the date you moved in, so that you do not then become liable for the previous residents' bill payments.

### **Telephone:**

Contact the phone company you would like to use. If you had a phone at your last address, you may be able to take your phone number with you. If there is a phone line in your new home, you may only have to pay a reconnection fee.

### **Water supply:**

Your water supply should be connected when you move in. Contact the water company and give them:

- Your name and address.
- The date you moved in.

The water company can set up your account. If you pay your water rates to us you do not need to do this. We will tell you if this is the case.

Having a water meter fitted can help you to save money on your water bills. If you want to have a water meter fitted, please check with us first so that we can keep a record of it.

### **How many keys will I get for my new home?**

We will give you two keys for each lock in your new home. If window locks are fitted, we will give you keys for them. You will have to pay for any extra keys you want and you can get them cut at a key cutting shop. If your home is fitted with a 'suited lock system', you will have to order them from us.

If you lock yourself out or lose your keys we do not hold spare keys. You will have to arrange to get back in and pay for replacement locks if necessary.

We encourage tenants to fit door chains and window locks but you should check with us before doing so. Advice from the Fire Service tends to be that if you have a door chain fitted, only use it when you're answering the door. We ask you not to fit extra locks on your front door if you live in sheltered housing as your Sheltered Scheme Manager has a master key to get into all the flats in an emergency.

### **Do I need to tell anyone I'm moving?**

For a charge, Royal Mail will re-direct mail from your old home to your new home. You can get a form at your local post office. Other people will also need your new address. These include:

- Your employer.
- Doctor and dentist.
- TV Licensing – 0870 240 1674.
- DVLA – please see your driving licence for details.
- Your bank, building society and credit card companies.
- Your local authority – tell them the date you have moved so that they can send your Council Tax bill and change any Housing Benefit you receive. If you are moving into a new local authority area, you will need to contact them to advise them of the date you move in.
- The Benefits Agency – if you receive Income Support, a State Pension or any other allowance.

### **Will I have to arrange my own contents insurance?**

Yes, we strongly advise that you take out contents insurance to protect your belongings against flood, fire and burglary. Any damage to your contents, however this is caused, will not be paid by the Partnership and should be claimed against your contents insurance. We have set up an easy and affordable home contents insurance scheme with Royal & Sun Alliance just for our residents. A leaflet in the front of this pack gives you more details or you can call 08456 718172.

You do not need to take out buildings insurance as you are not responsible for the building.

### **Can I fit my own carpets in my new home?**

Your carpets are your responsibility. All the inside doors have a gap at the bottom to allow for fitted carpets. If you have to reduce the size of these doors, you will have to arrange and pay for this yourself and you may be asked to put this right when you move out, at your own cost.

### **Wooden or laminate flooring**

If your new home is a flat, it is really important that you ask for written permission if you want to fit wooden or laminate flooring. This is because it can cause noise problems for your neighbours and it may need to be taken up if certain repairs are required.

### **Can I keep a pet?**

You may be able to keep a pet in your new home but you must ask us first. Your tenancy agreement explains more about this. You can't keep a cat or a dog if you share an entrance door with other people.

### **Will I have a parking space?**

You will usually be able to park your car near your home although we do not guarantee a parking space for all residents.

To get guaranteed parking, you would need to rent a garage from us, where they are provided in your area. Where garages are available, there is usually a waiting list, so please enquire early about a garage if you would like one.

### **Will I have to do my own gardening?**

If you have a private garden, you must keep it tidy. It is your responsibility to maintain trees and large shrubs.

If you share a garden with other residents, we will arrange for someone to do the gardening for you.

**Do I have to tell you if I am away from my home?**

You don't need to tell us if you're going on holiday. If you're going to be away for an extended period it may appear that you've abandoned the property or that you're not using the property as your only home so you must let us know.

Please remember it is very important that you keep up your rent payments while you are away for a short or longer time. Please make sure you tell your Housing Team.

**What should I do with any post that I get that is for a previous resident?**

You should write 'Not at this address' on the envelope and put it in the post, to return to the sender.

### 3. Paying Your Rent

**Rent is used to pay for costs of repairing and managing your home, repaying the money borrowed to build your home and other homes, and to cover the cost of future improvements.**

#### **What is rent?**

The total rent is made up of the 'net rent' and, where applicable, service charges. Not everyone has a service charge. This depends on the services provided for you.

It is important that your rent is paid on time, as that is how we pay for the services you receive. If rent is not paid on time, we will have less money to spend on repairs and improvements to your home. You are legally obliged to pay the rent due for the property, whether you pay the full rent, part of the rent or whether you claim Housing Benefit.

#### **What is a service charge?**

The service charge covers the costs of providing services such as Scheme Manager services, cleaning of communal areas etc. If we include a service charge in your rent, we will provide you with a list of the services you will receive and an annual charge break-down.

#### **How can I pay my rent?**

There are many different ways for you to pay your rent. Please discuss what will work best for you with your Housing Team. You can pay by one of the following ways:

- The best way to pay is by **Direct Debit** from your bank account.
- At any post office by cash, cheque or debit card.
- Using your payment card if you have one at a PayPoint.
- Bank standing order.
- Bank giro credit forms.
- Cheque or postal order at the local or area office.
- Direct housing benefit payments from the Council.
- Internet – visit [www.allpay.com](http://www.allpay.com).

**Please keep receipts for the rent payments you make so that, if there are any issues, you will be able to show the payments you have made.**

Although the choice of payment method is yours, as an organisation the Partnership recommends paying by Direct Debit as it is the simplest way to pay. There is a Direct Debit guarantee scheme in place that offers additional protection not offered by other payment methods.

## **What happens if I don't pay my rent?**

We are here to listen and to help.

Sometimes customers have genuine difficulties in paying their rent on time. If you are having problems, please don't just hope that we will not notice and the problem will go away by itself. We can help but the earlier you tell us the better.

We urge you to contact us as soon as you have problems and explain them to us.

If you don't pay your rent, you fall into rent arrears. Paying your rent is one of the biggest responsibilities you have under your Tenancy Agreement. We believe in taking positive action early to stop the situation becoming any worse but we will proceed with legal action unless there are good reasons for not doing so. If you don't pay regularly you are breaching your Tenancy Agreement and could end up in court or in extreme cases, evicted. We aim to do everything we can to prevent you from building up arrears.

We will send you letters as soon as your rent account goes into arrears. Please do not ignore letters we send you. If you do not make contact with us, we will have to take further action.

If you talk to us we can help prevent the problem escalating. We are keen to help you. We can:

- Offer advice on how to claim Housing Benefit.
- Set up affordable repayment agreements with you.
- Offer debt advice or refer you to specialist agencies.
- Arrange for an officer to call you, or visit your home.

## **How do I claim Housing Benefit?**

You may be entitled to Housing Benefit to cover all your rent or part of it. If you claim Housing Benefit, you are still responsible for making sure the rent is paid in full.

It is your responsibility to make the claim for Housing Benefit and to make sure you get your form to your local benefits office. If the benefit is not paid or it does not cover all of your rent, you must pay the difference. When you apply, it will take a while for this to be processed. You can talk to your Housing Team about making some payments while your claim is assessed. You can also get advice from one of our Welfare Benefits Advisers.

It is very important that you claim and get Housing Benefit for the same week your tenancy starts. To do so, you will need to move into your home during that week.

## Help with filling in the Housing Benefit form

You can get help with filling in the Housing Benefit form from:

- Your local Housing Benefit department.
- Staff in our offices.
- Your local Citizens Advice Bureau. You will find their number in the phone book, or through their website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk), or other local advice agencies. Not all Citizens Advice Bureaux offer this service.

## What information do I need to provide to claim Housing Benefit?

To claim Housing Benefit you will need to include with your claim form original copies of the following:

### 1. Proof of identity for:

- You and your partner if they are living with you.
- Any children.
- Any other adult who is living in your house.

Proof of identity could be a birth certificate, passport, benefit book, utility bill or driving licence.

### 2. Proof of all your household income and benefits including your partner's or any other adult living with you.

For example, your benefits books, wage slips, work pension statements.

### 3. Proof of your National Insurance number.

You will find this on your benefits/pension book or wage slip.

### 4. Proof of any savings you have.

### 5. Proof of any childcare costs from a registered child minder.

### 6. Proof of your rent and service charge for your new home.

For example, you could send your Tenancy Agreement.

## You must tell your Housing Benefit department if your personal circumstances change, for example:

- If you or your partner begin work.
- If your income changes because your wages increase or you work more hours.
- If your household changes, for example if your adult children leave home.

## Don't risk losing your home

We must do everything we can to collect your rent. This includes taking action in the courts if we cannot reach an agreement with you to repay any money you owe us. In very serious cases this can mean you will lose your home.

### **Don't let it get that far**

- Tell your Housing Team as soon as you have any problems paying your rent.
- If you don't contact us, we will get in touch with you.
- If you have serious financial problems, we can advise and agree with you about how you can repay the rent you have missed.
- You can contact the National Debtline on 0808 808 4000 or the Community Legal Service Direct on 0845 345 4 345 for independent debt advice.

### **Don't ignore the problem.**

#### **We can take legal action against you if:**

- You don't pay the rent you owe.
- You don't keep to the repayment agreement.
- You ignore the problem and refuse to get in touch.

#### **We will take action if you don't pay your rent. These are the steps we will take if you haven't agreed a payment plan with us or if you haven't contacted us when we write to or visit you.**

1. We will send you a Notice of Intention to Seek Possession. This is a legal letter that tells you we are going to start legal action.
2. If you do not keep up with your rent or you break a repayment agreement, we will apply to court to hear your case. We will tell you the date of the hearing. The judge will issue a court order informing you how much you will have to pay.
3. If you do not keep up with your repayments and break the court order, we can go back to the judge and ask for a Warrant of Possession. This means that we can arrange for a court bailiff to evict you from your home.

We don't want you to lose your home. You can stop court action by paying what you owe. To avoid any action, please get in touch with us if you are having any problems paying your rent.

### **Other help with welfare benefits**

There are other allowances and benefits available to people on limited incomes. Some are related to the amount of money you earn while others are not:

- Council Tax benefit.
- Income Support.
- Tax Credit.
- Jobseekers Allowance.
- Incapacity Benefit.
- Employment and Supplementary Allowance.
- Disability Living Allowance.
- Bereavement Benefits.
- Pension Credits.

If you would like more details about the benefits available please contact your local benefits office or Citizens Advice Bureau. Your Housing Team can also offer some benefits advice or they can put you in touch with one of our specialist Welfare Benefits Advisers.

### **How do you work out my rent?**

#### **Assured and Assured Shorthold Tenancies**

The rent for Assured and Assured Shorthold Tenancies are calculated using the Government's 'target rent' method of setting rents. The aim is to make rents affordable, fair and consistent. This means the rent for your home will reflect the property's size, location and average income of people living in the same county.

#### **Secure Tenancies**

If you are a Secure tenant your rent is set by the Rent Officer, an independent body. We will apply for a rent to be set for your property. This will be set with regard to the size of the property, the area and its facilities. We cannot charge more than the rent set by the Rent Officer.

### **Will my rent change?**

We will tell you what rent to pay when you sign your Tenancy Agreement. We will review your rent once a year. We always try to keep your rent as low as possible. After you have been our tenant for at least 12 months, you can refer our rent charges to the Rent Assessment Committee if you think we are charging too much. The Rent Assessment Committee will assess the charges we make and your property to come to a decision. They have the authority to increase, decrease or confirm the amount we have requested.

We will not change your rent without giving you four weeks' notice.

Remember to tell your Housing Benefit department straight away about any changes in your rent so that they can adjust your payments and you won't fall behind with your rent.

### **What else do I pay for?**

Many of the homes we provide get extra services that are not covered by the rent. You have to pay a service charge if your home gets services such as:

- On-site staff (for example some of the cost of a scheme manager services in sheltered housing).
- Community alarm service/alarm call service.
- Cleaning, gardening and window cleaning in areas that you share with others.
- Replacement of furniture in communal areas.

If you are paying a service charge, it will say so in your Tenancy Agreement. There will also be a list of all the services you will get.

We will review your service charge every year. We will consult you every year as part of the service charge review.

If you are unsure about the service charge you are paying, please contact your local Housing Team who will be able to explain.

**How will I know what rent payments I have made?**

We will send you a regular rent statement that shows you:

- The total amount of rent you pay each week or month.
- The balance of your rent account.
- The amount of Housing Benefit that has been paid to us.
- Any other amounts you have agreed to pay if you have fallen behind with your rent.

## 4. Looking After Your Home

**We have a legal duty to repair and maintain your home. We will repair and maintain your home through our day-to-day repairs service and our long-term planned maintenance and improvement programme.**

### **How do I report a repair?**

As soon as you have a repair that needs to be done you must contact us. You can report your repair:

- Over the phone.
- By going to one of our offices.
- Through on-site staff.
- Through our website.

Please see page 10 for details of how to do so.

### **What do I need to tell you when I report a repair?**

When you report a repair it helps us if you tell us:

- Your name.
- Your full address including postcode.
- Your phone number.
- The best time for the repair to be done – either morning or afternoon.
- What the repair is (for example plumbing, electrical) and where exactly the fault is.

You will be given a reference number for the repair which you should note and use it if you make any further enquiries about the repair.

### **What will you ask for when I phone?**

Although it is sometimes possible, particularly in sheltered schemes, to ask a member of staff to report a repair on your behalf, it's most helpful if you report it yourself so that the issue can be diagnosed and understood as fully as possible.

### **How long will it take to do my repair?**

This will vary depending on the type of repair. We will make an appointment with you for either the morning or afternoon of the day that the contractor will visit (if we need you to be at home to allow access).

Sometimes it won't be us that makes the appointment. Here are some examples:

1. With some specialist communal repairs that require access – such as door entry, warden call, communal TV or aerial repairs – our contractors will contact you directly to agree an appointment after we have taken your repair request.

2. Our contractors will try to complete the repair during their first visit. Sometimes they may have to make a temporary repair or take measurements to order materials and arrange for a second visit. If this happens, the contractor will agree a second appointment with you so that they can complete the repair.

Even if a contractor does not need you to be at home for a repair, we may arrange an appointment with you if we think you may be upset or afraid if a contractor arrives without warning.

You must try to keep all appointments. If you are out we may charge you to help pay for the contractor's time. If you live in a sheltered scheme, you can leave keys with on-site staff who can let the contractors into your home.

You can choose whether or not you arrange an appointment when you report your repair. If you do not choose an appointment, we will complete the repair:

- Within 24 hours if it is an emergency.
- Within seven calendar days if it is an urgent repair.
- Within 28 calendar days if it is a routine repair.

If our contractors do not keep the appointment and we have not told you about any changes, we may pay you compensation.

If you are one of our vulnerable customers, we will note this on our computer system so that we may be able to offer additional support to you in completing your repairs. There may also be different timescales in place for completing your repairs.

### **Emergency repairs**

Examples of an emergency repair might be:

- Complete loss of power or heating.
- A flood or badly leaking pipe.
- Something that is a serious risk to the health and safety of you and those around you.

We will assess an emergency repair within 24 hours of you reporting it to us. In many cases the contractors will do your repair during the first visit. Sometimes they have to do a temporary repair to stop the problem getting worse and then return later to carry out a further repair.

### **Who's responsible?**

Your Tenancy Agreement explains what we will do to repair and maintain your home and what you are responsible for.

Over time, normal wear and tear happens in every home. However, if your home needs a repair because of neglect or damage by you, your family or visitors, we will expect you to do it and pay for it. We may repair your home on your behalf and recharge you for the work.

If you have questions about whose responsibility a specific repair is please check with your Housing Team.

If damage is accidental, or caused by someone else, it may be possible to make an insurance claim. Please let us know immediately so that we can claim through our insurance or assist you to make an insurance claim. If the damage was the result of criminal damage, contact the Police and obtain a Crime Reference Number. Without this we may not be able to carry out the repair.

### **Our responsibilities**

We are responsible for maintaining:

- The structure and the outside of your home.
- The fixtures and fittings we have provided.
- Any communal areas.

This includes:

- Drains, gutters and outside pipes.
- The roof.
- Outside walls and doors, window sills, window catches, sash cords and window frames (including necessary painting and decorating outside).
- Inside walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including inside painting and decoration.
- Maintaining and replacing basins, sinks, baths, showers, toilets, water supply and waste pipes.
- Unblock external waste pipes.
- Electric wiring including sockets and switches and wired equipment such as alarms.
- Water heaters, fireplaces, fitted fires and central heating installations, chimneys (but not including sweeping).
- Gas pipes and gas appliances provided by us. We check on these on a regular basis through a qualified engineer.
- Pathways and steps.
- Garages and stores, but not sheds.
- Boundary walls and fences.

## **Your responsibilities**

You are responsible for the inside of your home. This includes:

- Internal decorating in accordance with your Tenancy Agreement and those repairs which would reasonably be covered by insurance.
- Filling small cracks in plaster and filling or covering between skirting and floors.
- Putting up curtain rails, adapting doors to accommodate carpets, re-fixing draft excluders.
- Repairing or replacing electric plugs, fuses, light bulbs, fluorescent tubes, starter motors on fluorescent light fittings, light switch pull cords, door bells and door bell batteries, and resetting tripped fuses on Residual Circuit Devices (fuse boxes).
- Maintaining your own fittings and appliances.
- Plumbing in your own washing machine or dishwasher.
- Fitting, maintaining and removing TV aerials and satellite dishes (unless we provide a communal one) but only with our written approval. You may also need planning permission for a satellite dish.
- Fitting extra locks, catches or safety devices and replacing lost keys, gaining entry and fitting new locks after being locked out.
- Installing or repairing/replacing shelving, coat and hat rails and replacing coat hooks.
- Tightening up and replacing missing screws, and renewing kitchen unit catches.
- Boarding up broken windows and replacing broken glass.
- Clearing blocked toilet, sink, bath or shower waste pipes within your home.
- Re-fixing toilet seats, bathroom cabinets, towel rails, toilet roll holders and mirrors.
- Supplying and fitting shower rails and curtains.
- Replacing sink and bath plugs and chains.
- Replacing tap washers to stop taps dripping.
- Keeping taps and showers free from limescale deposits. You can do this with a limescale removal product which you can get from a supermarket.
- Re-lighting boilers and setting heating controls.
- Bleeding radiators.
- Cleaning of black mould growth caused by condensation.
- Maintaining tidy dryers, washing lines, and rotary dryers.
- Providing or replacing dustbins (unless one is provided by the council).
- Replacing damaged fencing (apart from privacy panel and boundary fencing).

## **Do you service my gas appliances?**

Every year we must check your gas appliances and pipework in your property, such as gas heating and gas fires. This is a legal requirement. We will write to tell you when this yearly check is due. We will arrange for a qualified gas engineer to make an appointment to visit your home and do the service. We do this to protect you and your family from carbon-monoxide poisoning and to check that your appliances and pipework are safe.

## **You must let the gas engineer into your home to inspect your gas appliances.**

If you do not, we will take legal action to allow us access into your property and you will have to pay for the costs of this action. Help us to keep you safe.

### **Do you make improvements to my home?**

We organise planned maintenance work to make sure your home stays in good condition. We do know the condition of our homes and plan well in advance for large-scale improvements (such as replacement windows) to make sure they meet the Decent Homes Standard.

For day-to-day repairs (such as a roof repair or blocked drain) please refer to the Company section of this Handbook.

We will invite you to share your views and opinions about the repairs service through a repairs survey, which we will send each time you have a repair completed in your home.

We will also tell you about any planned maintenance work for your home. When we have confirmed the year's programme, we will keep you up to date and involved. For example, we will give you a choice of colours and design when we replace kitchens and bathrooms. We will also check that you are satisfied with the work when it is completed.

### **Will you make adaptations to my home?**

If you or someone you live with needs help to live independently in your home, we will do our best to help. We may be able to improve or provide aids and adaptations to your home or help you move to a home that more readily meets your needs.

We make money available every year for this kind of work. We work in partnership with local councils to make sure we can provide the most efficient service to our customers. Many people ask us for help to provide adaptations to their homes. We can complete small jobs such as fitting grab rails, but we will also consider larger jobs such as fitting a level-access shower. Sometimes larger requests have to go on a waiting list. We consider every request we receive.

The Disabled Facilities Grant (DFG) is available to meet the costs of all adaptations to your home. This is means tested and is subject to a visit from an occupational therapist who will assess your personal long-term needs. The local council will assess whether you qualify for a Disabled Facilities Grant. If you think you could benefit from this type of help, contact your Housing Team.

### **Can I make my own improvements to my home?**

If you want to improve or make changes to your home you must ask us to approve the work first. You have to pay for this type of work but you may have the right to compensation if you do this work in the way we ask you to. We will pay this compensation at the end of your tenancy. If you owe us rent or any other debts we will pay them off first. Please don't start any work without talking to us first.

## **Asbestos**

If your property was built before the year 2000 it may have materials containing asbestos. We will advise you if your property has known asbestos and where it is. If the condition of the asbestos is considered to be a risk to health we will remove or encapsulate it. If you have any concerns, please contact your Housing Team.

## **The Contractors' Code of Conduct**

We monitor the performance of our contractors. We check the quality of their work and the way they behave. We give our contractors a Code of Conduct to make sure they know what we expect from them.

Here are the main points of the code:

### **Contractors and their employees must:**

- Keep all the appointments they have made with you.
- Let us know if they need to change the appointment.
- Keep all work areas clean and tidy and remove their rubbish.
- Work during normal working hours where ever possible.
- Explain any delays to you and us.
- Carry identification and show it when asked.
- Get permission from you if they want to use your toilet, water, electricity or phone.
- Give you notice when they need to cut off your gas or electricity supply.
- Be polite, considerate and well mannered at all times.
- Leave the site immediately if a violent situation develops.

### **Contractors must never:**

- Swear or be abusive.
- Discuss any other residents, us, our staff or other properties or contractors.
- Harass or make inappropriate comments about your appearance, lifestyle or circumstances.
- Smoke in your home.
- Do any work under the influence of illegal drugs or alcohol.

### **What we expect from you**

- If you can't keep an appointment please let us know as soon as possible and always before the contractor is due to come to your property.
- Allow the contractor access to your home so that they can carry out the repair.
- Respect the contractor – do not use abusive language, inappropriate behaviour or violence.
- Check the contractor's identification before you let them into your home.
- The contractor may have more appointments to keep. Please allow them to carry out the repair to your home as quickly as possible.
- Do not leave young children alone in your property. We do not allow our contractors to enter a property with young children at home, unless there is an adult present.
- Please do not smoke while staff and contractors are in your home.

## Site-based staff

If you live on a scheme, you may have a member of staff who lives and works there. They provide our maintenance service by:

- Taking reports of repair problems from you.
- Inspecting the problem.
- In some cases, carrying out some minor repairs.
- Reporting large maintenance issues to the local office.
- Checking the standard of workmanship and general behaviour of contractors on site.

These members of staff will be happy to help you.

## Right to repair

In certain circumstances you will be able to claim the 'right to repair'. This means you have the right to have us do small urgent repairs or emergency repairs within our timescales. If your home needs an emergency or urgent repair costing less than £250 and we fail to carry out the same repair after two opportunities, you will be entitled to compensation up to a maximum of £50.

This compensation will be:

- £10 immediately.
- £2 per day for every day the repair is not completed after the second deadline.

We will also provide you with the opportunity to deploy your own contractor if the repair has not been carried out within our timescales. However, to be able to do this you must notify us of your intention to do so and obtain three separate quotes for the work.

## Diagnosing repairs – what to look for...

To make it easier for us to send the right people out with the right tools please try and tell us a bit about your repair. You may find the following guidelines useful.

### Baths:

If there is a leak, is it:

- When the bath is overfilled?
- When it is emptied?
- If there is a leak which pipe is it on?
- If there is a leak on the supply pipe is it the hot or cold one?
- Has the leak caused any damage in your home?
- If the bath is blocked have you tried to unblock it? Try doing this before you ask us to send a contractor out to your home. A build up of hair, solidified shampoo and hair gel can cause blockages. To remove this try filling the bath with some very hot water (hotter than you would bath in), then simply take the plug out. The heat from the water may melt any residuals and the force of the water will push them down, or use a plunger.

### **Sinks and washbasins:**

Please tell us the following:

- Where is the sink with the problem (i.e. toilet, bathroom, kitchen)?
- What is the nature of the problem (i.e. crack, leak, blockage)?
- Have you tried to clear any blockages? (See advice regarding baths.)
- If there is a leak on the supply pipe is it the hot or cold one?

### **Taps:**

Please tell us the following:

- Where in the house is the tap?
- Is it the hot, cold or mixer tap that is the problem?
- Is it a lever tap?
- Where is the problem on the tap? (Find out where the stopcock is in case you need to turn off the water.)

### **Toilet:**

Please tell us the following:

- Is the pan cracked or broken?
- Are any pipes or joints leaking?
- Does the toilet only leak when flushed?
- Has the water supply been turned off?
- Do you have a second toilet in the property?

### **Locks:**

Please tell us the following:

- Which lock is affected and do you have any other way of securing the door?
- What type of lock is it?
- Has the door been forced open – if so do you have a crime number?
- What is the door made of?

### **Windows:**

Please tell us the following:

- Is the window single or double glazed?
- Is it clear or frosted glass?
- Which floor is it on and which room is it in?
- Are there any obvious problems like visible cracks, cracks in the sealant, missing putty?
- Is your home insecure?

### **Overflows:**

Please tell us the following:

- Can you identify the overflow that is causing the problem?
- Where does it go (i.e. outside)?
- Is the overflow running continuously?

### **Heating system:**

Please tell us the following:

- Do you have any other forms of heating (can you access hot water)?
- Are there any vulnerable people in the house (people with medical needs or disabilities)?
- What type of heating system do you have (gas, electric)?
- Do you know how to set the programmer?

### Heating:

- Make sure you know how to set the programmer for your heating
- Before reporting a fault, check the boiler is on. If not, follow the instructions on the boiler to re-ignite it.

### What happens if all my electrics go off?

**DO NOT TAKE ANY ACTION UNLESS YOU ARE COMPLETELY CONFIDENT TO DO SO. IF YOU ARE AT ALL UNSURE PLEASE CALL US.**

You should go to your consumer unit (fuse box) and check to see if any trip switches have tripped out. If the main switch has turned itself off, you should do the following:

1. Turn off all the individual switches. Fuses should not be removed
2. Reset the main switch to the 'on' position
3. Reset each switch to 'on'
4. The faulty switch will not stay switched on.

A switch which has been tripped may be switched back on if the original fault is known to have been 'cleared' e.g. a faulty appliance removed or a light bulb changed.

### What if the consumer unit (fuse box) switches are all in the 'on' position, yet there is no electrical power?

If no switches have tripped out this would suggest an external power failure. Check with your neighbours to see if they still have electricity.

### What do I do if my power socket(s) do not work?

Have you just plugged in or turned on a portable appliance such as a radio, kettle or vacuum cleaner? If you have, that appliance is likely to be the cause of the loss of electricity and should not be reused without being checked by an electrician. You will have to arrange this yourself.

### Following the failure of electricity socket(s):

1. Unplug the offending appliance. If you do not know which one caused the fault, you should unplug them all.
2. Go to the main consumer unit (fuse box).
3. Reset the main switch to the 'on' position.
4. Check which switches have tripped to the 'off' position and put them back to 'on'.
5. Plug in each appliance in turn. When the faulty appliance is plugged in the electricity will fail again. Reset the switches in the consumer unit as above, after unplugging the offending appliance.

### What do I do if a pipe bursts?

Burst pipes can happen in the colder months. What to do:

1. Switch off your electricity source in case water has seeped through into electric switches or lighting.
2. Turn off your water stopcock, which is normally under the sink.
3. Turn on all taps so the water drains through the sinks.
4. If you have an immersion heater or central heating system, turn it off.
5. Report the burst to us.

If you are going away during winter keep your central heating on low to avoid bursts and turn off your stopcock.

### Safety and security in your home

Here are some tips to help keep your home safe and secure.

When you move in make sure you:

- Know where your gas, electricity and water meters are and how they work. If they take coins, cards or tokens, make sure you have plenty of them.
- Find your fuse box.
- Find your mains switch for the electricity – this is usually next to the consumer unit (fuse box).
- Find your stopcock so that you can turn off your water supply in an emergency.
- Keep a torch nearby in case the electricity supply goes off when it is dark.

Your scheme staff or Housing Team should be able to help you find these.

### Fuses

- Fuses or circuit breakers will stop the supply of electricity if there is a fault on the wiring or with the electrical appliance you are using.
- Unplug or switch off at the main plug socket anything you think may have caused the problem.
- Switch off the electricity at the mains supply.
- Check which fuse has blown – the wire is likely to be burnt.
- Replace the burnt fuse wire. You will need to have a supply of fuse wire in your home. You may also need to change the fuse.
- Switch the electricity back on.
- If the fuse blows again straight away or quite soon afterwards, report it to us as a fault that needs to be checked by an electrician.

### **Circuit breakers**

Circuit breakers (also called RCDs) automatically switch off the electricity when there is a fault.

- Unplug or switch off at the wall anything you think may have caused the problem.
- Switch off the electricity at the mains.
- Find the switch on the circuit board that has turned itself to the 'off', and turn it back to the 'on' position.
- If the switch cuts off again, report it to us as a fault that needs to be checked by an electrician.
- If you think your appliance is faulty, try putting a new fuse of the correct voltage in the plug.

For help with any of the above, please contact your Housing Team.

### **Make sure you know how your hot water and heating systems work**

- Remember that gas heating can be dangerous – keep flues and ventilation grilles clear at all times.
- If you have a gas heater for hot water in your bathroom, make sure the room is well ventilated. Turn the heater off before you get into the bath.
- Always let us in to service your gas appliances every year.

**IF YOU SMELL GAS, RING NATIONAL GRID ON 0800 111 999, THEN CONTACT YOUR HOUSING TEAM.**

### **If your pipes freeze:**

- Report it to us straight away.
- Turn your heating to low so that your pipes defrost slowly.
- Drain the water out of the system and leave the taps turned on.
- When the ice in the pipes begins to melt, turn the taps off.

### **Preventing damp and mould in your home**

Condensation can cause damp and mould in your home. We have produced a leaflet 'Condensation in the Home' which you can find at your local office.

There are three steps to reducing condensation:

1. Produce less moisture, for example - cover pans when they are boiling, dry your washing in the bathroom with the door closed and a window open, and vent your tumble dryer.
2. Ventilate your home, for example - open windows in your kitchen and bathroom when you are cooking or bathing.
3. Heat your home.

### **Protect yourself against fire**

- Every month check that your smoke detector is working.
- Keep matches and lighters in a safe place. Always make sure you put out any cigarettes properly.
- Don't leave pans unattended on the cooker.
- Don't cover heaters or boilers.

### **If a fire starts in your home:**

- Get yourself and everyone else out of the property.
- Close the door behind you if you can to stop the flames and smoke escaping.
- Call the Fire Service on 999.
- Warn your neighbours.
- Do not go back into your home until a fire officer has told you it is safe.

**If you live in a high-rise building, a complex of flats or sheltered accommodation, there may be special fire procedures. The staff on site will give you the details.**

### **Protect your home**

**There are several things you can do to feel safer in your home, for example:**

- Fit window locks to all your windows.
- Join or set up a Neighbourhood Watch scheme on your street or estate.
- Find out more on [www.neighbourhoodwatch.net](http://www.neighbourhoodwatch.net) or ring your local team.
- Report suspicious activities to the police.
- Don't leave valuables (your mobile phone, purse or wallet) on a window-sill where they can be seen from the outside.

**IF YOU CAN HELP THE POLICE REDUCE CRIME IN YOUR COMMUNITY, CALL CRIMESTOPPERS ON 0800 555 111.**

**If you are going on holiday, be sure to:**

- Unplug electrical equipment.
- Close and lock all windows and doors.
- Cancel milk and paper deliveries.
- Ask a neighbour to keep an eye on your house and to push your post through your letter box.
- Use a timer switch to make lights come on in the evening while you are away.

## 5. Rights and Responsibilities

### Your Tenancy Agreement

Your Tenancy Agreement is important because it sets out the rights and responsibilities both we as the landlord and you as the tenant have. Most tenants have either a secure or an assured tenancy. New tenants will often be given a 'starter tenancy' for the first year, and there is a separate leaflet about this.

### Your tenancy

The front page of your tenancy agreement shows which Housing Association in The Guinness Partnership is your landlord. Your landlord may have passed responsibility for managing and maintaining your home to another housing association in our Partnership. This is the organisation you will need to contact about the services we provide you with.

The main difference between a secure and assured tenant is how the rent is set. This is explained in Section 3 of this handbook.

Most tenants who moved into their homes after 15 January 1989 are assured tenants. The exceptions are where you have exchanged homes with a secure tenant or you inherited your tenancy from a secure tenant.

If you are unsure about which kind of tenancy you have, speak to a member of your Housing Team.

Whether you are a secure or an assured tenant, your tenancy agreement is an important document and should be kept in a safe place.

If you and your partner both signed the agreement, then you are joint tenants, and the tenancy agreement applies equally to both of you. If you don't have a joint tenancy but would like one, you should contact your local office to find out if you can change it.

### Changing the tenancy conditions

Before we can change your tenancy we must consult with you. We will give you time to consider the proposals and reply to us about them.

For secure tenants we can change the conditions once we have given you four weeks' written notice that this is what we are going to do. For assured tenants the agreement can only be changed if you agree to the change in writing.

Your rights and how they should apply are also explained in the "Tenants' Charter". This is issued by the Tenant Services Authority. We will be able to give you a copy if you haven't got one.

As long as you keep to your Tenancy Agreement you can live in your home as long as you want. We can only make you leave after taking the proper legal action and a court has given us a possession order. Different rules apply to starter tenancies.

**We are likely to take action if you have:**

- Not paid your rent regularly.
- Broken your Tenancy Conditions.
- Been a nuisance to your neighbours (this includes the behaviour of your family and visitors in the locality of your home).
- Acted violently towards your partner or family and they have left.
- Been convicted of using your home for illegal purposes.
- Damaged your home or allowed your family or visitors to do so.
- Obtained your tenancy on false pretences or by paying someone money for it.
- A 'shorthold tenancy' and it has expired.
- Sublet the property.
- A tenancy that went with your job and you are leaving or have left the job.

**And we can require you move to another property, if:**

- Your present home needs major improvement work which cannot be done unless it is empty
- You live in a home provided for someone with a special need and that need no longer exists, such as an adapted home for a person with a disability
- You have inherited the tenancy but the property is larger than you need.

We will not normally seek a court order without your knowledge. We will keep you informed of our actions and only go to court as a last resort. You can go to court to put your side of the story across but if the judge agrees with us, we can make you leave.

**Your rights**

Some rights you have by law (Act of Parliament) and some by contract (your Tenancy Agreement). You can enforce these rights in a court of law.

All tenants have a right to fair and equal treatment regardless of faith, ethnicity, age, gender, gender identity, marital status, sexuality or disability.

Before any changes are made to the way we manage or maintain your home or provide services we will consult you. We will tell you about our proposals, invite you to comment and consider your views before coming to a decision.

We will give you information about:

- The terms of your tenancy (your Tenancy Conditions).
- Your rights under Parts IV and V of the Housing Act 1985 (the "Tenants' Charter for Secure Tenants") or; your rights as an assured tenant (the "Tenants' Charter for Assured Tenants").
- Our legal duty to do certain repairs.
- Our lettings and allocations policy including transfer requests.
- How we set rents and service charges.
- How we will consult you.
- How you can get involved in your estate or area and the management of the Partnership.
- How you can complain, including making a claim for compensation.

- How we deal with harassment or serious nuisance from other tenants.
- Your right to check the personal information we hold about you.
- Your right to information about our Annual Report which tells you about our performance as your landlord over the previous year.

### Access to personal information

Ask your Housing Team if you want to arrange to look at, and check, the personal information about you and your family which is on our computers or files. We cannot show you confidential letters written by other people without their consent, under the Data Protection Act 1998, but if you disagree with any of the information, you have the right to correct it or record your disagreement.

### Getting to know you

We will ask for information about you and members of your household. We have a duty to collect Equality and Diversity information which means asking you questions about your age, gender, religion, nationality, ethnic background, sexuality and whether you have a disability. We also want to know about language and communication requirements so that we can provide help, information and support when and how you need it.

We collect this information in a number of ways so you may be asked for it over the phone or a member of staff may ask you when they visit your home. Providing the information is optional but if you do it will help us to improve our service to you. We will use and share the information with our partners and contractors to ensure that all our services take account of customer needs and preferences and aren't discriminating against any particular group or section of society.

When we have this information, it means we can make sure things happen in the ways that suit you such as providing letters in large print every time we write to you if you need it, or making sure that we contact you to hear your views about the services that we know are really important to you.

### Confidentiality

We will treat what we know about you and what you tell us, as confidential. The basic rule for all our staff is that information about you should not be passed onto anyone else ('third parties') without your permission.

In certain circumstances we do, however, have a duty to pass on information to relevant agencies. Examples of this would be in a case of child abuse or abuse of an older person. Please ask to see our **Safeguarding Policies** for more information.

Some application forms state that we may pass on certain information to other organisations for research, or to prevent fraud. You consent to this when you sign the form. See our policy about **Confidentiality**.

## **Making a complaint**

We are committed to providing you with an excellent service but we recognise there may times when we don't get it right.

We welcome complaints as they help us learn more about customers' needs and expectations and give us the chance to continually improve the service we offer.

## **Who can make a complaint?**

Anyone receiving or affected by our service can complain to us, although we reserve the right to refuse to deal with complainants who persistently make unwarranted and unfounded complaints.

We are committed to taking all comments seriously and processing your complaints efficiently.

## **This is what you can expect from us**

### **Stage 1 – When you make a complaint**

If we are unable to resolve your complaint straight away it will be recorded and allocated to a relevant member of staff.

- We will acknowledge your complaint in writing within two working days of receiving it and confirm who will be dealing with it
- We will write to you within 10 working days giving a full response to your complaints. The only exception will be when we have agreed an extension to this with you
- If you are unhappy with our response you have 20 days to make an appeal.

### **Stage 2 – If you have appealed against our decision**

If you are unhappy with the stage 1 response you receive, you may advance your complaint to stage 2 of our procedure.

- We will acknowledge your appeal in writing within two working days of receiving it
- Your appeal will be reviewed by a senior member of staff who has not been involved in the initial reply and you will receive a written response from them within 10 working days
- If you are unhappy with this response you will have 20 days to request an independent case review
- You can choose whether you wish to be present at this hearing.

### **Stage 3 – Independent Review Hearing**

If you are unhappy with the stage 2 response you receive, you may advance your complaint to stage 3 of our procedure.

- We will acknowledge your appeal within two working days of receiving it
- A hearing will be arranged within 30 days of receiving your request and, if you wish to attend, at a date and location agreed with you

- Hearing members are independent of staff, usually Board members and, wherever practical, will include a customer representative
- A summary of your complaint will be shared with the hearing members
- You will receive written confirmation of the hearing's decision within five working days of the hearing
- If you are unhappy with the hearing's decision we will advise you how to appeal to the Ombudsman.

**What you can expect from us:**

- We will treat your case confidentially and only share any information with your prior agreement
- We will treat all of our customers courteously, fairly and with respect
- We will provide assistance for those who need it, including interpretation, Braille, audio tapes etc
- You have the right to see personal information that we hold about you.

**You can complain by:**

- Visiting any of our offices.
- Writing to us.
- Completing a complaint form.
- Telephoning us.
- Emailing us.
- Via our website: [www.guinnesspartnership.com](http://www.guinnesspartnership.com)
- Speaking to any member of staff.

**The Housing Ombudsman Service**

If you feel you have exhausted our complaints procedure but remain dissatisfied, the Housing Ombudsman can review your case independently. The Housing Ombudsman will expect you to have followed all the stages of our complaints procedure as set out above. Contact details for the Housing Ombudsman are:

Housing Ombudsman Service  
81 Aldwych  
London, WC2B 4HN

Tel: 0207 421 3800  
Freephone: 0300 111 3000  
Fax: 0207 831 1942

Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

A copy of our full complaints policy is available from any local office on request.

## Complaints about care and support services

Complaints about a registered care service can be made to the Care Quality Commission (CQC) who will look at the complaint to determine the most appropriate response. You can find their contact information on their website [www.cqc.org.uk](http://www.cqc.org.uk) or by calling them on 03000 616 161.

Complaints about a support service can be made to your Local Authority Supporting People Team who will have their own complaints procedures.

## Right to compensation

If we have failed to meet our responsibilities and you have suffered a loss as a result, you may have the right to financial compensation but we only pay compensation for actual loss or damage. Sometimes a claim will be dealt with by our insurance company. If we don't carry out repairs within the time we say they will be done you may also be entitled to compensation.

We expect you to have your own household insurance to cover loss or damage to your own belongings and decorations, unless it is caused by our negligence. Please see our policy on **Compensation**.

We will not pay compensation if the loss or damage:

- Has been caused by your own fault.
- Arises from an alteration, installation or repair which you have carried out or arranged yourself, such as an incorrectly installed shower.
- Is the fault of another resident, such as water from their washing machine leaking into your home.
- Is due to the acts or negligence of someone not authorised by The Guinness Partnership to carry out your works.

If you are asked to move out of your home, temporarily or permanently, so that we can do major building works we will pay your removal expenses and other agreed 'disturbance' costs.

If you are dissatisfied with a decision about a compensation claim, then, as with any other complaint or appeal, you should follow our complaints procedure. You always have the right to seek independent advice, for example from a solicitor or Citizens Advice Bureau.

## Right to Acquire

Except for properties in small villages or built for people with special needs, homes which we bought or built with the help of a Government grant approved after 1 April 1997 can be bought by their occupiers at a discount. You need to have been a tenant of a housing association, a council or some other 'social landlord' for at least two years, a public sector or housing association tenant before 18 January 2005, or for five years if you have become a public sector or housing association tenant since then. You must also be able to afford the costs involved. Your Housing Team can tell you if your home qualifies.

### **Using your home**

You are expected to live in your home as your only or main home. If you do not do this we could take legal action to make you give the property up, so that it can be let to someone in need of that home. If you have to live somewhere else for more than four weeks you should tell us, otherwise we might assume that you have abandoned your home.

We expect you to live in your home and not usually run a business from there. We would not usually object, for example, to you being a childminder or doing home typing with permission, but we won't agree to you doing car repairs, employing staff or putting in machinery at your home. If in any doubt, please get in contact with us first and discuss with your Housing Team.

Any work from home must not disturb your neighbours or cause a safety risk. You should also check with the Council that you are not breaking any planning or public health rules before asking our permission.

### **Succession – inheriting the tenancy**

It is possible, in certain circumstances, for a family member to succeed your tenancy.

Please contact your Housing Team to discuss if you would like further details.

### **Assignment or passing on the tenancy**

It is possible, in some circumstances, for you to assign your tenancy to a family member.

You may also assign your tenancy if you undertake a mutual exchange.

Please contact your Housing Team to discuss, if you would like further details.

### **Lodgers and sub-letting**

You can take in a lodger provided it does not cause overcrowding. Your Housing Officer will need to know the name, age and sex of the intended lodger. You should be aware that any rent they pay could affect your housing benefit entitlement.

Provided that you are living in the property and have our written permission in advance, you have the right to sub-let part of the property. We will only refuse permission for good reasons.

You are not allowed to sub-let the whole property then move out. If you do this we will take legal action to recover the property.

Your tenancy cannot be passed onto a lodger or sub-tenant. We are not responsible for finding them somewhere to live if you leave. It is up to you to make this clear to anyone who pays to share your home. You are also responsible for their behaviour, under the terms of your Tenancy Agreement.

The number of people who can live in your home before it is regarded as statutorily overcrowded is called the 'permitted number' and is shown in the insert with your rent swipe card. We try to be generous with our definition so that from the beginning of your tenancy you have a home big enough for your family. We will try to help you with a transfer if your circumstances change.

### **Our Service Standards**

We aim to provide you with the best service at all times.

These are the main standards that you can expect from us:

#### **If you telephone us:**

- We will provide you with the opportunity to speak to someone or leave a voicemail message within 20 seconds.
- Our staff and contractors will always give you their name.
- If you leave a message we aim to get back to you by the next working day.
- When the offices are closed we will inform you of our out of hours service, together with when the offices will be next open.

#### **If you write or send us an email:**

- We aim to provide a full response within 10 working days.
- If we are unable to provide a full response within the 10 days we will let you know who is dealing with your letter/e-mail and when you can expect a reply.

#### **If you visit us at our offices:**

- We will publish our opening hours on all offices, with our out of hours' emergency numbers.
- We will keep our reception areas clean, tidy and welcoming, and we will also provide up to date information.
- We aim to see our customers within 10 minutes of them arriving.
- If you have made an appointment we will ensure that you are seen on time.
- We will provide private interview facilities.

#### **If we or our contractors visit your home:**

- Our staff and contractors will always give their name and show you their identity badges.
- When you ask for a home visit we will offer you an appointment.
- We will leave a card with details of who called and a contact telephone number if you are not in.
- We aim to contact you on the day before if we are unable to make our appointment.

## 6. Your Neighborhood

We want you to feel safe, secure and happy in your home and neighbourhood. We know that most of our residents are thoughtful to their neighbours. As a resident you are responsible for the behaviour of anyone visiting you, or living with you.

As part of our strategy for tackling anti-social behaviour, we use starter tenancies for new tenants. If after 12 months the new tenant has kept to the terms of their starter tenancy, we will give them a full assured tenancy.

### What is anti-social behaviour (ASB)?

Anti-social behaviour is unreasonable behaviour and harassment.

This can include:

- Noise – playing loud music; frequent parties, very loud television.
- Untidy gardens.
- Lifestyle clashes.
- Verbal and physical abuse or intimidation.
- Racial or sexual harassment.
- Criminal behaviour.
- Violence.
- Domestic abuse.

We take anti-social behaviour very seriously. We have included rules in your tenancy agreement to help us tackle it.

### What if I am experiencing anti-social behaviour from one of my neighbours?

- Contact us as soon as possible after the incident and tell us what happened. We have arrangements in place for reporting incidents within office hours and outside office hours
- Record details of any further incidents, using the incident log we will give you
- Encourage any other witnesses to contact us.

### Witness Protection and going to court

Sometimes we have to take legal action to help protect our communities. As a witness to anti-social behaviour, you can help us win this legal action. We understand and appreciate that being a witness or victim to anti-social behaviour can be traumatic. We will fully support you every step of the way through any court case, to achieve the best outcome for you and your community.

If you have any further questions or want to report an incident, please speak to your Housing Team.

## How can I be a good neighbour?

- Try to keep the noise down in consideration for your neighbours.
- Give your neighbours advance warning if you are planning a late-night party, and don't have parties too often.
- Limit any building work or noisy housework to reasonable hours during the day to cause the least disturbance.
- Be aware of household noise (e.g. slamming doors).
- Take responsibility for car and house alarms.
- Take responsibility for the behaviour of visitors.
- Keep your garden clean, tidy and avoid large accumulations of rubbish.
- Approach neighbours first, in a reasonable manner, if there is a problem with any behaviour of them, their children or visitors.
- Take responsibility for the behaviour of your children.
- Be considerate when parking your vehicle and respect disabled parking bays.
- Be considerate and respectful.

## What may happen if you cause anti-social behaviour?

### Our response to ASB

We are committed to ensuring our tenants can enjoy their homes in peace. We will take all incidents of harassment and anti-social behavior against tenants seriously. We aim to resolve these without having to take legal action. However, if there is sufficient evidence and we have the power to do so, we will take legal action.

We will investigate reports of racial harassment, homophobic harassment, harassment because of a disability and anti-social behaviour promptly and work closely with other agencies within our communities to reduce and resolve incidents.

You are at risk of losing your home if you break your tenancy conditions by causing ASB.

### Harassment

Under the Tenancy Agreement, and in law, none of our tenants (or tenants of other landlords) must be offensive, abusive, intimidating, threatening etc because of someone's colour, race, sexual orientation, religious belief, culture, physical or mental disability. A racist incident is any incident which is perceived to be racist by the victim or any other person.

If you believe you are being harassed because of your race, colour, sexuality or disability you should contact us immediately. We will treat the situation seriously, respond by the next working day and do what we can to support you and to take action against the person or people responsible.

If you see any racist or offensive graffiti please tell us so that we can have it removed straight away.

## **Staff harassment**

Our staff team may see you at difficult or stressful times (for example when you are experiencing ASB or perhaps you are struggling financially) or may have to take action against you for rent arrears or anti-social behaviour. We understand that at such times emotions can run high. However, we ask you to remember that we want to work with you to help you with difficulties you may be experiencing.

You must not threaten, intimidate, harass, cause alarm or distress or carry out any violent act to any of our employees or contractors. If you do you will be breaching your Tenancy Agreement and we may take an injunction out against you, bar you from our offices, go to court to demote your tenancy or obtain a possession order to evict you.

## 7. Getting Involved

We recognise that most people are interested in what happens in their home and neighbourhood.

We are keen that the decisions being made reflect what's important to you and that you have the opportunity to be involved either individually or as part of a group. Getting involved is easy, open to all and can be done in any way you choose.

We will make sure you're not out of pocket if you get involved and we'll make sure your needs can be accommodated, for example by making sure we have meetings at times when they suit people who work, by making sure we have events in locations that are accessible to everyone or by paying childcare costs.

There are many ways that tenants can get involved at local, regional and national levels. These will vary depending on your location but may involve the following things.

### **Tenants' and Residents' Associations**

We encourage our customers to set up Associations and we support their development. Your Housing Team or Community Investment Team can help you get organised. We provide 'start up' grants and information for new groups, and training is available for individuals and groups to develop their skills and knowledge.

Tenants' and Residents' Associations can:

- Campaign for changes or negotiate about problems.
- Work with our staff to improve the services we provide to you.
- Provide feedback about our performance as your landlord.
- Assist us with developing new policies and practices.
- Organise social functions and help develop your community.

### **Sheltered Schemes**

There are lots of ways that you can get involved if you live in sheltered housing. There are groups that meet to organise days out and trips and some people choose to get more involved in the running of the scheme, for example making decisions about how services are provided.

### **Customer Strategy Group**

We have a Partnership-wide Customer Strategy Group made up entirely of Partnership customers and chaired by a Board member. This Group helps to set long term strategy and policy. It also provides feedback and acts as a sounding board to the Partnership Board.

It is made up of customers from across the Partnership and there are places for leaseholders and those who receive a service from us, but aren't our tenants, for example those who receive a floating support service or domiciliary care.

### **Customer Panels**

All areas of the Partnership have a Customer Panel, although it may be known by a different name. Customer Panels work with Partnership staff to look at how well local teams are performing, to consider local issues like gardening services or planned maintenance programmes. They sometimes get involved in staff recruitment and contractor selection. They are also a key point for consultation across the Partnership on all sorts of matters.

### **Consultation and involvement**

We believe that customers are in a strong position to make services more responsive, effective and efficient so we encourage everyone to make their views heard. If there are specific areas that interest you that you would like to be involved with, please let us know. This could be anything from consultation on policies and performance management to testing our websites.

To hear more about these, and all the other ways in which you can get involved and have your views heard, please contact your Community Investment Manager or Team or your Scheme Manager. You will find their details in the Useful Contacts section of this handbook.

We really look forward to hearing from you!

## 8. Moving on

We may be able to help you find a new home by:

- Arranging for you to move to another of our homes ('transfer').
- Helping you find someone for you to swap homes with ('exchange').
- Finding another housing association or local council with a home which suits you better. This is available from Homeswapper (The Mutual Exchange Solution for Landlords and Tenants). For tenants in the East of England, we also subscribe to 'House Exchange'.

While we will try to help you move when your household circumstances change, it is always a good idea to register immediately with your local Council's general waiting list; the 'Common Housing Register' or 'Choice Based Lettings Scheme'. By doing this you will give yourself a chance of finding a more suitable home with another social landlord providing affordable homes, rather than only relying on the Partnership.

For more information on exchange schemes please visit [www.homeswapper.co.uk](http://www.homeswapper.co.uk) or [www.houseexchange.org.uk](http://www.houseexchange.org.uk) or ask your Housing Team for help.

### Transfers

We would like every resident to have the home which best meets their needs. As your circumstances change there is the opportunity to apply for a move to another property. However, except in exceptional circumstances, you would not be eligible for a transfer within the first twelve months of your tenancy.

In addition to being able to apply for a transfer to another property with the same landlord, you also have the right to apply for a transfer to another property within the Partnership. Acceptance onto any waiting list within the Partnership will be dependant on each landlord's Allocations Policy.

Please speak to a member of your Housing Team for more information.

### Mutual exchanges – 'swapping homes'

You have a right to swap your home with another Partnership tenant or a tenant of another housing association or Council. You need to get our permission but we cannot refuse permission without a good reason.

Your local Council has lists of people in council houses or other housing association homes wanting to move into the area. You should be able to go and look at these lists at the Council offices.

If you want to move to another part of the country there is a national scheme called Homeswapper which helps you find someone to exchange with. **This is a free service.** You can get details of how to join Homeswapper from their website ([www.homeswapper.co.uk](http://www.homeswapper.co.uk)) or from your Housing Team.

If you have found someone to swap with, ask us for a Mutual Exchange Information Leaflet and Application Form. Complete the form when you find a possible person to swap with and return it to your Housing Team. We must give you a decision within 6 weeks.

Do not move until you have the written permission of both landlords.

### **In later life**

Most of us want to stay in our own home and be independent for as long as we can. However, as time goes by, managing a house can be difficult. They can be expensive to heat and stairs can become a problem. Gardens can also be hard to look after. But, if you have support from family and friends locally you probably will not want to move.

In these situations it is worth finding out about all the support you can get in your present home through your local Council. They may help with regular visits from Home Care Assistants, Meals on Wheels or perhaps a Home Bathing service. It may be that some alterations or extra equipment would help you stay in your present home. More information is available through your doctor or Social Services department. We can also help with some aids and adaptations to make your living conditions easier.

In most areas, there is a Home Improvement Agency who can provide lots of support and information about adaptations or equipment that you might need. Their details will be in your telephone directory or Yellow Pages.

Your Scheme Manager or Housing Team will be able to talk to you about the different options that are available to you to help you stay independent.

### **Moving to sheltered housing**

If you decide you need more support, you might want to consider sheltered housing. This is usually a group of flats or bungalows designed for older people to live independently but linked to an alarm system in case of emergency. Some schemes have someone on-site who is responsible for the day-to-day running of the scheme and can help to organise any extra support you might need. Often there are communal facilities such as a tenants' lounge and laundry.

Guinness Care and Support manage many schemes in different parts of the country. Talk to your Housing Team about whether there is a scheme near you that might have accommodation available. If we do not have one where you want to live the local Council or another housing association probably does. Please speak to your Scheme Manager or Housing Team for more information.

### **Moving on**

Sadly there is another way your tenancy could end. If you die and have been living alone, we will talk to your family about the necessary arrangements. Different arrangements will apply if you do not have family members who will deal with things.

If you were the tenant and your family is still living with you, your tenancy may not end. This is because some people have the right to take on the tenancy, called succession. This does not mean you can leave your home to someone in a will. Please contact your Housing Team who will explain this in more detail.

### **What is succession?**

Succession means that your wife or husband or partner can take over the tenancy after your death if:

- They have lived at the property with you for the last 12 months, or
- It is their only or main home, or
- The tenancy has not been passed on before.

They must write to us within a month of your death to say that they want to take over the tenancy. We must confirm in writing that they can remain in the property.

We will also consider giving the tenancy to someone else if:

- They have been living with you for the last 12 months so they can look after you, or
- They have accepted responsibility for your dependants.

In this case we may offer them a different property if yours does not meet their needs. You will find more information about succession in your tenancy agreement or contact your Housing Team for more information.

### **Helping you buy your own home**

In the future you may decide you want to stop renting a home and buy your own property.

If you are living in a property that was built after April 1997, you may be able to buy using the Right to Acquire Scheme, which allows the property to be sold at a discount from the market value.

This scheme has restrictions about which properties can be sold. Please contact your Housing Team for information.

### **Buying another home**

There are various schemes to help housing association tenants who want to and can afford to buy a property. These include Shared Ownership and other government supported schemes.

### **Shared Ownership**

Shared Ownership is a way of buying a home, where the individual buyer part-owns and part-rents a house or flat, with the other share being owned by a housing association. You usually have to buy a 50% share, but on some schemes the initial share may be less. You can also buy further shares when you can afford it.

It should mean that your monthly housing costs are less than if you bought outright. You are responsible for repairs, maintenance and insurance, but you have a capital stake in your home which may increase over time though there is no guarantee.

Shared Ownership schemes and details of these and other home ownership schemes are available from your Housing Team.

### **Moving out**

There are so many things to remember and do when you move home. This section explains what we will expect as you move out of your present Partnership home.

### **Giving notice**

To end your tenancy under the terms of your agreement you must give four weeks' notice, ending on a Monday, or one calendar month if you are on a monthly tenancy. The only time this doesn't apply is if you are moving to another property within The Guinness Partnership or doing a mutual exchange.

You can always give longer notice, but if you give less we will charge you rent to cover the notice period. We need this time to arrange for another tenant to move in.

Notice must be given in writing to your Housing Team, preferably using a Notice of Termination Form, which you can ask us for.

Please say which day you expect to move out, when it would be convenient for someone to come and inspect your home before you leave and the address of where you're moving to.

We will:

- Inspect your home and tell you what work we want you to do before you leave
- Tell you exactly how much rent you need to pay to have a clear account when you go
- Arrange what you should do with the keys if there is no local office
- Ask you to show your home to possible new tenants. They will always come with a member of our staff or a letter from us.

### **Before you move**

Make sure you repair or replace any fittings you have broken. If you do not we will charge you for doing them ourselves. Remove your own floor coverings, for example carpets, grippers and laminate flooring, unless you have arranged with your Housing Officer to leave these for the next tenant.

Your home should be cleaned ready for the next person to move in. Any re-decoration that needs doing should be done before you leave. You should agree this with your Housing Team.

Make sure your rent is paid up to date.

Let the following know you are moving and where to:

- The electricity and gas companies so that they can read your meters.
- The water company so they can stop charging you water rates.
- Your telephone company, if applicable.
- The Housing Benefit Office, if you receive Housing Benefit.
- The local Council so they can stop charging you council tax.
- TV Licensing (Tel: 0844 800 6790) to get your licence transferred to your new address.
- The Post Office to arrange for your post to be re-directed.
- TV cable or satellite company.

### **On the day you move**

Make sure that you have arranged to pay your bills for gas, water, electricity and telephone. It is a good idea to read the meters yourself, keeping a written record in case of future problems, and to turn off the services before you go.

Sweep through the property and put out any rubbish tidily for collection in the usual way. Any items left in the property will be regarded as rubbish and disposed of by the Partnership. If we have to pay for clearing out unwanted or abandoned personal items then the costs will be charged to you.

Lock all the doors, close and lock all windows and hand all your keys to your Housing Team or leave them at the local office. If there is no office on your estate, put them in the post to the Area Office by recorded delivery. You are responsible for the rent until we get the keys back.