

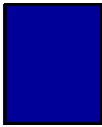


Family Housing Association

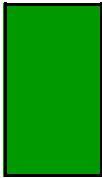
(Birkenhead & Wirral) Limited

tenants handbook

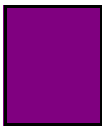
Contents



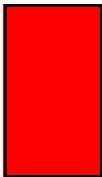
**Introduction To The Tenants' Handbook
Rights And Responsibilities**



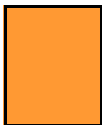
**Moving In
Maintaining Your Home
Your Rent**



**Consulting Residents
Being A Good Neighbour**



**Nuisance
Dealing With Anti-Social Behaviour
How To Complain**



**Moving Home
Some Useful Contacts**



Introduction to the Tenants' Handbook

Welcome to Family Housing Association. This is your Tenants' Handbook which tells you all the basic information you need to know to live in our accommodation.

For example, this will help you to understand how to report a repair, enquire about your rights as well as any responsibilities which you should know about. Our staff will be pleased to assist you if you need anything explained. We are here to help.

We are grateful that you have chosen Family for your new home. This Handbook is our commitment to you to provide the highest quality service, and to ensure that you feel you have made the right choice.

Keith Molony

Keith Molony
CHIEF EXECUTIVE

All residents should be aware that we have arrangements with various agencies to provide interpretation, translation and signing services. We can also supply this handbook in large print & braille. Please contact us if you

أي شخص يريد مساعدة بخصوص الترحيب عليه أن يتصل بالشركة
السكانية فاميلي هاوسين أسوسياشين وسيتم اتخاذ التدابير اللازمة لتوفير هذه الخدمة.

কোন সাহায্যের প্রয়োজন হলে ফ্যামিলি হাউসিং এসোসিয়েশনের যোগাযোগ
করুন, তারা আপনাকে সহায়তা করবে।

任何人需要翻譯協助，應該與家庭住房協會聯繫並且這項
服務將被安排。

जिस किसी को भाषान्तर की सहायता की आवश्यकता है उसे फेमली हाउसिंग
एसोसिएशन से सम्पर्क करना चाहिये तथा इस सेवा का प्रबंध किया जायेगा।

اگر کسی کو بھی ترجمان کی ضرورت ہے تو وہ فیملی ہاؤسنگ ایسوسی ایشن سے رجوع کرے اسکا بندوبست کر دیا جائے گا

Contacting Us

You can contact any member of staff who will be able to help you with any enquiry - from rents to repairs - or offer you further advice.

We can be contacted during normal office hours by telephone on 0151 647 5000 or by calling at our office between the hours of 9am and 4 pm at Marcus House, Marcus Street, Birkenhead.

Our agents, Smith & Sons, are situated at 51/52 Hamilton Square, Birkenhead (telephone 0151 647 9272) and they too can assist with general advice, and take rent payments.

Fairness and Equality

Family Housing Association operates an Equal Opportunities Policy, which aims to ensure that discrimination or less favourable treatment does not occur on the grounds of colour, nationality, ethnic origin, gender, sexuality, disability or age. The policy covers:

- Our Board and our working practices (How the Association is run)
- Our Allocations Policy (Who we provide housing for)
- Recruitment of Staff (Who we employ)
- Our Contractors and Consultants (The companies we work with)

We ask you for personal information to help us monitor the policy. The information is used solely for this purpose, and is not disclosed to any third party.

We have a Harassment Policy. A tenant who is found to be racially harassing their neighbours could face losing their home.

About us

Family Housing Association was founded in 1968 to provide homes for people in housing need on the Wirral, mainly centred around Birkenhead, Wallasey and Port Sunlight.

The homes we provide have been funded by public and private money through government grants, building society loans and our own resources. Our work is regulated through a government body called the Housing Corporation. Our everyday costs such as day to day repairs, planned maintenance and management are paid for by the rents we receive from our tenants.

The activities of the Association are overseen by a Board of Members who serve in a voluntary capacity and who are ultimately responsible for the affairs of the Association.

Charter for Housing Association Applicants and Residents

The Charter has been published by the Housing Corporation to give applicants and residents information about their rights and responsibilities as a tenant of a Housing Association. You will have been given a copy of the Charter when you applied for housing or when you signed your tenancy agreement. The Charter also explains the quality of service you should receive and what you should do if you feel you are not being treated fairly.

RIGHTS AND RESPONSIBILITIES

Secure Tenancy

If you started your tenancy before 15 January 1989, you hold a Secure Tenancy. This will still be the case if, after 15 January 1989, you subsequently transferred to another Family Housing Association property, or if you formally exchanged tenancies with another Secure Tenant.

As a Secure Tenant you will benefit from a range of legal rights contained in the “Applicants and Residents Charter” of the Housing Act 1985, as well as having your rent set independently by a Rent Officer.

Assured Tenancy

If you became a Tenant with us after 15 January 1989, and do not fall into one of the above categories, you will have an Assured Tenancy Agreement.

The Tenants Charter ensures that both Secure and Assured Tenancy Agreements are fundamentally the same in so far as the rights and responsibilities of the Landlord and Tenant are concerned.

Rights to Security of Tenure

As a Secure or Assured Tenant you have security of tenure. This means that you cannot be evicted from your home unless you have broken any of the conditions set out in your agreement, and we have followed the eviction procedure detailed below to get a court order requiring you to leave.

Assignment

You can assign your tenancy if you wish to exchange with a tenant of another Housing Association or Local Authority.

You must first secure the written permission of Family Housing Association, which will not be unreasonably withheld.

There are other circumstances where your tenancy can be passed on or transferred to someone else. For example, a court could order you to transfer the tenancy to your husband or wife as part of a divorce or separation settlement.

Succession

If you are the sole tenant and you die, your tenancy can be passed either to your partner, who was living with you at the time of your death or another close relative, who has been living with you for more than twelve months at the time of your death. This is called succession and you can rest assured that we will do all we can to help you in these circumstances. The tenancy agreement can only be passed on through succession once.

Your Tenancy Agreement

As long as you abide by the rules of your tenancy agreement, you are entitled to stay in the property as long as you wish. We can only terminate your tenancy by applying for a court order using the reasons or grounds detailed in your tenancy agreement. These grounds include:

- Non-payment of rent
- Harassing or causing a nuisance to neighbours
- Failing to look after your home
- Carrying out or allowing illegal activities in your home
- Providing false information when you were re-housed.

If you are evicted, Family Housing Association will not offer you another property. Eviction will also lead to a County Court Judgement (CCJ), which may make it difficult for you to be re-housed or be given credit.

(Continued overleaf)

Joint tenants have equal rights and responsibilities for the tenancy. Both tenants have the same right to stay in the property. One cannot evict the other without a court order. Both are responsible for paying the rent on time.

If we have to move you because of major repairs or improvement works, you will be offered alternative accommodation. This is called a 'decant'.

Pets

If you live in a house or a flat, where your front door opens directly to the outside, you may keep a pet with the written permission of Family Housing Association. It is your responsibility to make sure it does not cause a nuisance to neighbours.

If you live in a flat, where your front door opens directly onto a communal area, you are not allowed to keep a pet. You may be able to keep a small pet, such as a hamster or goldfish, with written permission

Taking in Lodgers

You have the right to take in a lodger, provided that you tell us their name, age and sex and which part of your home they will occupy. You cannot have a lodger if it results in your home becoming overcrowded. Your tenancy agreement tells you how many people are allowed to live in your home. Before deciding to take in a lodger, remember:

- Your Housing and Council Tax benefits may be affected.
- Your lodger will have no security of tenure.
- You are responsible for the behaviour of your lodger in your home. Your tenancy will be at risk if your lodger causes a nuisance to neighbours or breaks any other of your tenancy conditions.
- You are not allowed to move out of your home and sub-let the premises to somebody else, although you can sub-let a part of your property.

MOVING IN

Contents Insurance

Family Housing Association insures the building you live in: the walls, floors, doors windows fixtures and fittings. We do not insure your possessions, which includes the decoration.

Make sure you find out about contents insurance and get quotes from different companies. Contents insurance will cover you for damage caused by fire, burglary and flooding. It will even cover you if the flooding comes from your neighbour's home.

Make sure you know where the following are:

- Gas meter
- Gas lever to turn gas on/off (next to gas meter)
- Electricity meter
- Electricity fuse box and on/off switch
- Mains water stop tap (usually under the kitchen sink)

If you cannot find any of the above, please contact the Family Housing Association Office on 0151 647 5000 and we will try to locate them for you.

Who To Inform When You Move In

It is your responsibility to ensure that the gas and electricity are connected when you move in. Fuel companies usually need 3-4 days notice to switch the supply back on. You should ask them to read the meters immediately.

On the first day at the property a Corgi Registered Contractor will call to turn on and test the gas supply, and you will be issued with a Gas Safety Certificate. While there he will also explain how the boiler and central heating system work.

You will also need to tell the Council and the local water company that you are moving in. If you do not contact them immediately, you may receive a large bill. Likewise, if there is a telephone in the property, you may want it transferred into your name.

There may be a list of people who will need to know your new address. The list below might help to jog your memory. You should also consider speaking to the Post Office about re-directing your mail.

- Gas supplier
- Electricity supplier
- Water supplier
- Telephone company
- Benefits Agency
- Local council
- Schools
- Doctor
- Dentist
- DVLA
- Bank and/or Building Society
- Credit and store cards
- Catalogue companies
- Friends and family

MAINTAINING YOUR HOME

Repairs

All repairs should be reported to our office on 0151 647 5000 or the out of hours emergency service on 0845 345 7808. When you report a repair to this office you will be given a repair reference number, which should be quoted if you have any queries about the repair. The timescale for repairs completion commences from when you order the repair.

There are three different priorities for repairs:

Emergency

The work will be carried out **within 24 hours**. These are repairs that need to be carried out or made safe straight away, because they present a danger to you or your property. Some examples are:

- Total loss of water
- Burst water main
- Flooding
- Severe storm damage
- Total loss of electricity supply
- Major fault with electricity supply
- Unsafe electricity fittings
- Breaches of security to outside doors and windows
- Total loss of gas supply
- Gas leak
- Blocked Flue
- Blocked main drains, soil pipe or sole WC
- Heating loss for elderly/vulnerable tenants or during the period 31 October— 1 May
- Hot water loss for elderly/vulnerable tenants or during the period 31 October—1 May
- Failure of lift
- Failure of warden alarm/call system
- Fire damage
- Offensive or racist graffiti

Urgent

The work will be carried out **within 5 working days**. These are repairs that cause the loss of an essential facility and may cause further damage if not attended to. Examples are:

- Minor plumbing leaks/defects
- Blocked drains, sinks, basins, bath, WC
- Defective cistern or overflow
- Heating faults or breakdown
- Hot water faults/breakdown
- Minor electrical faults
- Roof leaks
- Blocked gutters
- Severe dampness
- Security of internal doors and windows
- Failure of entryphone
- Repairs to void property
- Graffiti
- Faulty extractor fan
- Defective flooring
- Faulty communal TV aerial
- Damage to stair treads or hand rails/banisters

Routine

The work will be carried out **within 21 working days**. They include:

- General joinery repairs
- Repairs to door, windows and floors
- Repairs to external walls, fences and paths
- Repairs to walls, brickwork and slates/tiles
- Repairs/clearing of gutters and down pipes
- Repairs to kitchen fittings
- Repairs to plaster work
- Dripping/leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor “day-to-day” repairs/replacement

Appointments

We can arrange for the contractor to call in the morning or afternoon on a day of your choice.

Electrical Safety for Tenants

If you wish to have any electrical installations added to your property (particularly in the bathroom or kitchen) or any electrical alterations made (including sheds and outhouses) you must first write in telling us what you propose and we will inspect the property before and after the work is carried out. We will not unreasonably withhold permission for any work you want to carry out on your property, however, once permission has been given, the work must be carried out by a competent person who is "Part P Compliant" and we would need this proof before work begins.

Gas Safety for Tenants

Family Housing Association has a legal duty to carry out an Annual Gas Appliance Service and Gas Safety Check on every property, to ensure that all appliances and systems are operating safely.

For your own safety it is essential that you allow our Contractors access to your property to enable them to carry this out. It is very important that this is carried out. Legislation exists which allows Landlords' 'right of access' in cases where tenants do not provide access to the property.

Gas fires

Please do not paint the casing of your gas fire. The chemicals used in paint are a fire hazard when applied to a gas fire casing and can also give off poisonous fumes. If a fire is found to have been painted, it is noted on the Gas Servicing Certificate as 'At Risk' and the fire will be disconnected. If you have painted your gas fire and it has to be disconnected, it is your responsibility to pay for a replacement.

Air Vents

Please do not cover any Air Vents in your property. All of the Air Vents installed (whether or not they are in the same room as a gas fire or boiler) are part of the ventilation system for your property. Ventilation is important because the right amount of oxygen has to be drawn into the property to ensure that dangerous levels of Carbon Monoxide are not produced when gas is burned in your fire or boiler.

Ceiling Fans


Gas fires produce fumes that are safely drawn away by the flue in the property. Ceiling Fans can pull these fumes into the room instead of allowing them to go safely up the flue. When these fumes 'spill' into the room they mix with the oxygen in the air and so considerably reduce the effectiveness of that oxygen (which is needed to ensure Carbon Monoxide levels remain safe). The oxygen, in effect, becomes polluted. For this reason we do not allow ceiling fans to be installed in our properties.

Fire Surrounds

If you decide to put a fire surround in your property, our engineers must be able to access the Closure Plate behind it when carrying out the Gas Service. Although care will be taken when removing the Closure Plate, neither Family Housing Association nor our heating engineers will be responsible for any damage that may be caused to the surround during this process.

Tenants Right to Improvements

You have the right to make improvements to your home, however, there is a process to follow and you must first write in telling us what you propose to do. We will inspect the property before and after the work is carried out to ensure it has been done safely and to a good standard. We will not unreasonably withhold permission for any work you want to carry out on your property. Any work carried out must be completed by a suitably qualified person.



Right to Repair

You are entitled to receive compensation if we fail to complete a repair within our stated time periods. Your entitlement only arises after we have failed for a second time to do the repair.

This right does not apply when there are exceptional circumstances beyond our control. Nor does it cover repairs that cost more than £100 or are part of a future programme of repairs or replacement.

Other Maintenance Work


We regularly repaint the outside of your home. You will always be told when painting is likely to start, and we will give you a choice of colours where possible. We will also tell you in advance if major work is needed to your home, and how this will affect you.

All gas central heating systems and fires are serviced annually. It is a legal requirement for you to give access to our gas servicing contractors: we may have to gain entry to your home without your permission, if you persistently refuse to provide access.

Decorating Allowance

At the end of each tenancy the property is assessed. If a decorating allowance is granted you will be advised when you sign your tenancy agreement.

If you have moved through a mutual exchange, you will not be eligible for a decoration allowance. If your property has been newly built, you must not decorate until the 'defects inspection' has been carried out, normally after one year.



Our Contractors

All our contractors carry identification. If you are unsure, do not let them in. You can call our office to find out who is supposed to be doing the work, and when they are supposed to be coming.

Please do not ask the contractor to do anything other than the work ordered. If you would like an additional repair done, or you would like the works order changed, please call our office. If you are dissatisfied with any work carried out, you should call us straight away. In any event, we will send you a Customer Satisfaction Questionnaire to complete and return to us after the repair has been carried out, to check that you are happy with all aspects of the repairs service.

We use the results of these questionnaires to monitor our contractors.

What our contractors should expect from you

We ask you to:

- Give access or make arrangements for access to be given by an adult.
- Be co-operative about making appointments and give 24 hours notice if you really must cancel
- Clear the work area of any belongings (Contractors may be willing to help you with any heavy furniture).
- Keep your children away from the work area and away from the contractors tools.
- Not leave young children on their own while contractors are on site.
- Complete the Customer Satisfaction Questionnaire and return it to us in the replied paid envelope, when the work has been completed.

Inspections

We will arrange for a Surveyor to inspect complex or expensive work.

For example, we will usually inspect when you have problems with damp or condensation, structural problems or anything else of a technical nature. A random sample of repairs are inspected on completion, to ensure that the work has been carried out to a high standard.

Home Improvements

We have an active improvement programme, which aims to do the necessary work as quickly as the available money allows. We concentrate on improving those properties most in need first. In this way, all our properties will be modernised over time.

Residents likely to be affected are informed and consulted before any work starts. Typical improvements are new central heating systems, replacement windows, bathrooms, kitchens and electrical wiring.

In most cases, you can stay in your home during improvement works. Very occasionally you will be offered alternative accommodation


YOUR RENT

The way your rent is set depends on the type of tenancy agreement you have. You will always be given at least one month's notice of any change in your rent and service charge.

- If you have an Assured Tenancy, your rent is set once a year.
 - If you have a Secure Tenancy, the Fair Rent Office, a government organisation, set your rent every two years. However the service charge you pay can vary from year to year.
-

Methods of Payment

Your rent is due every Monday, one week in advance. We offer you a number of ways to pay such as by Bankers Order or over the counter at our Agent's Office.



How Rents are Set

“Rent Restructuring” is the term given to the way in which the Government expects most rents of Housing Associations and Local Authorities to be set between 2002 and 2012.

The Government expects rents to reflect:-

- The size, condition and location of properties
- Local earnings, so as to take account of affordability
- The property size


Each individual property has a “target” rent which is calculated using a Government issued formula which means that 30% of a property’s rent is based on relative property values and 70% of a property’s rent is based on relative local earnings.

Rent restructuring is the process by which the actual rent for each property moves from its current level to its target level over the ten year implementation period between 2002-2012.

Residents requiring further information on how their individual rent is set should contact the office for clarification.

What Your Rent Pays For

Family Housing Association is a not-for-profit organisation. Your rent is used for the following purposes:

- To repair and maintain your home
 - To pay our costs in managing your home
 - To repay the loans which enabled us to build your home
 - To build up funds to improve your home in the future
 - To help build new homes
 - To pay for other unforeseen events
- 

Housing Benefit

When you sign your tenancy agreement, we will help you to check to see if you may be eligible for any Housing Benefit. We will give you a rough idea of how much rent you will have to pay yourself.

To claim Housing Benefit you must complete and return a claim form. The claim will need to be renewed from time to time. Please remember that it is your responsibility to make sure you provide Housing Benefit staff with all the details they require before the deadline they have given to you.

It is also important that you tell your Housing Benefit office and us if your circumstances change. For example:

- If your household income changes
- If anyone leaves or moves into your home
- If a member of your household turns eighteen years of age

This may affect the amount of benefit you receive.

You are responsible for repaying any arrears arising because of unclaimed Housing Benefit, late claims, or overpayments of Housing Benefit that the council has claimed back. Housing Benefit is usually paid every four weeks in arrears.

Rent Statements

Every three months, you will receive a rent statement showing how much you have paid and how much we have actually received. If you have any questions about your statement, or you would like one sent to you at any other time of year, please let us know.

You should also keep your own record of payments made to us on your rent account. Remember it is your responsibility as a tenant to make sure that your rent is paid.

Rent Arrears

We rely on the money we receive from rent payments to enable us to provide services to our tenants. If you have problems paying your rent you must contact us immediately. We will be sympathetic and will be able to help you by:

- Checking that you have applied for all the benefits you are entitled to
- Working with you on better ways to manage your money
- Putting you in touch with a specialist debt advisory service
- Coming to an agreement with you to pay off what is owing in arrears

Wherever possible, we will try to come to an agreement with you to clear your arrears. However, if you keep on getting behind with your rent and fail to keep to your agreement to pay, we will take legal action against you. This could ultimately result in you losing your home.


Rent arrears can mean losing your home, so they should be treated as a priority debt. Other priority debts include essential services, such as gas, water and electricity. Credit cards and other non-priority debts should be paid only if you have money left over.

It is important that you use your money to pay priority debts first.

Remember

We do not want you to lose your home; we want to help you. Please contact us immediately if you are struggling to pay your rent.

If you are struggling with your rent, don't simply give up the keys: it could affect your rights to being re-housed by the Local Authority. In all cases, you must terminate your tenancy in writing.



Legal Action

The first step in the legal process is when we issue a 'Notice of Seeking Possession'.


This gives you four weeks notice of our intention to apply for a possession hearing at the County Court. When the notice has expired, we will immediately apply for a hearing, unless:

- You have contacted us and started to repay the arrears
- You have cleared the arrears in full

The Notice will remain in force for one year and if, during the year, you fail to keep to your agreement to pay, we can apply immediately for a court hearing.

Eviction

If you break the terms of the Court Order, and continue to fall behind with your rent, we can apply immediately for a 'Warrant of Execution'. If the warrant is granted, we will attend with a Bailiff to evict you from your home. You will also receive a County Court Judgement (CCJ), which remains on the courts' register for six years. During that time:

- It will be difficult for you to get credit or a loan
 - We will not be able to supply you with a reference for other landlords or mortgage lenders
 - If you leave owing rent, we will instruct a debt collector to recover the money owing from you.
- 

Court Hearings

If you receive a Court Summons, complete and return the court papers and attend the hearing.

Courts are reluctant to make people homeless but they need information from you about your circumstances to conduct a fair hearing. Hearings are generally dealt with in private. The only people present are you, an Officer from the Association or its Agents, the District Judge and Legal Representatives.

At the Court, we normally apply for a 'Suspended Possession Order'. The judge will usually order you to pay a set amount each week. You must keep up with payments agreed at Court.

The Court Order remains in force until your arrears have been cleared. If you find that you cannot keep up with the payments the Court has ordered, you must contact us. We can agree to vary the Court Order in certain circumstances.

CONSULTING RESIDENTS

Formal Consultation

If we change the way your estate is run, or carry out major refurbishment or improvement works, we will consult you. For example, we will consult you on:

- Demolition or improvement works
- Colours for painting your scheme
- The provision of new services
- Any changes to our working practices

We will always consult when something affects a number of tenants. We take particular care to consult our older residents. We always write to you to confirm the outcome of any consultation.

For simple matters we will write to you. The letter provides full and accurate information about the matter and, where appropriate, outlines any options or alternatives. You will have at least 28 days to comment, either in writing or by phone. We will provide a pre-paid envelope in case you need to write to us, and we will discuss any queries individually or collectively.

For matters that affect your home, we may also hold a General Meeting. The meetings will be held in an appropriate venue either at, or close to, your home, and at a time that is convenient to most residents. We will tell you about the meeting 14 days in advance. We may bring relevant literature or displays to illustrate the matter in hand. You will have a chance to ask questions and express opinions both during the meeting and, if appropriate, on an individual basis afterwards.

If necessary, we will hold individual meetings. These supplement letters and/or General Meetings. The meeting will give you the opportunity to discuss the issue in detail, and how it is likely to affect you personally. We will write to you following the meeting to confirm what was said and agreed.

Good Neighbours

Your responsibility as a tenant is clearly stated in your tenancy agreement. Sometimes it is difficult to avoid disturbing your neighbours, but problems can be avoided if you show consideration. For example:

- Give your neighbours advance warning of late night parties and don't have them too regularly
- Try to keep the noise down especially late at night or early in the morning
- Don't dump rubbish and unwanted articles in gardens, yards and on the street. It looks a mess and can be a health or fire hazard
- Limit building work or noisy housework to reasonable hours
- Remember that the behaviour of your children and visitors to your home are your responsibility

The View from an Existing Resident

Family Housing Association supports the initiative introduced by the National Housing Federation called 'In Business for Neighbourhoods'. This initiative encourages vibrant, sustainable communities and the participation of tenants in the well-being of their community.

One of the best ways of achieving harmony in the community is by being good neighbours. Here are a few ways to achieve good relations:

- Make sure your wheelie bin is not causing an obstruction or is in the direct line of sight of your neighbour's windows.
- Keep the outside of your house neat and tidy, plants and shrubs are a bonus.
- If you have pets keep them under control and most importantly always remove any mess.
- Keep noise to a minimum, noise can be a major factor in neighbour disputes.
- If you live in an upstairs flat be considerate to your neighbour below, i.e. wear slippers whenever possible and try to use washing machines etc. during the day.
- Avoid confrontations, remember a smile costs you nothing but can enrich someone else's day!

If you have ideas for improving your community, such as creating a communal garden or neighbourhood watch schemes, do discuss them with your neighbours and if you need help and advice in putting the idea into practise, contact Family Housing who will provide guidance and assistance.

Service Standards

These are the standards to which all staff at Family Housing Association work. If you feel we are breaking our promises, please let us know.

- We will respond quickly and clearly to any letters we receive. If a quick response is not possible, we will send an acknowledgement.
- We will answer the phone quickly and be polite, courteous and friendly
- We will pay contractors, suppliers and residents quickly
- We will provide a welcoming and friendly reception area. If you have made an appointment, we will see you on time
- We will show identity cards when visiting you. If we are late or unable to meet an appointment, we will let you know
- We will operate an efficient and effective repairs service. We will tell you when the repair will be done, and make an appointment if requested
- We will conduct ourselves in a polite, courteous and professional manner
- We will provide details of the way in which complaints are dealt with
- We will consult you on matters that affect you, and seek your opinions on our services
- We will provide relevant information in a clear, plain style to our residents, and those who wish to rent from us
- We will treat all customers who use our services equally, regardless of race, colour, ethnic origin, gender, disability, sexuality or religious beliefs
- We will provide a message taking service for when our office is closed which will include details of our out of hours emergency repairs service
- We will treat all information received as confidential and ensure it is kept secure

NUISANCE

What is Nuisance

Nuisance can include:

- Excessive noise, especially late at night
- Nuisance caused by children of tenants or visitors
- Nuisance caused by animals
- Vandalism
- Dumping litter or rubbish
- Rowdy, unruly or threatening behaviour
- Racial or sexual harassment
- Criminal activity

If you are suffering from neighbour nuisance, your first step should be to contact them, explaining the problem. Often, they will not be aware that there is a difficulty and will be happy to change their behaviour.

If this fails, contact us and we will advise you about the best way to deal with the problem.

DEALING WITH ANTI-SOCIAL BEHAVIOUR

OUR APPROACH TO ANTI-SOCIAL BEHAVIOUR - A SUMMARY OF OUR POLICY AND PROCEDURE

Our Policy

Anti-Social Behaviour is defined as “Conduct which is capable of causing nuisance or annoyance to any person and directly or indirectly relates to or affects the housing management functions of the Association”.

Or

“Conduct which consists of or involves using or threatening to use housing accommodation owned or managed by the Association for an unlawful purpose”.

Examples of Anti-Social Behaviour include:

- Noise nuisance
- Intimidation and harassment
- The fouling of public areas
- Aggressive and threatening language and behaviour
- Actual violence against people and property
- Hate behaviour that targets members of identified groups because of their perceived differences
- Using homes to sell drugs or for other unlawful purposes.

The Association is committed to taking immediate and effective action to deal with anti-social behaviour and will make a distinction between neighbour disputes, nuisance and harassment to enable it to deal properly with each type of case.

The Association will consider a range of options for action in relation to this policy including mediation, referrals to statutory agencies, third party injunctions and enforcement of tenancy conditions.

Preventative measures will be taken by drawing attention to new tenants to the prohibitive clause in their tenancy agreement and publicising successful actions against anti-social tenants in the Association's newsletter.

The Association recognises that tenants have the right to the quiet enjoyment of their homes, and will take every reasonable and practical step to uphold that right.

All complaints about anti-social behaviour will be treated seriously and will be investigated in an objective, sensitive, confidential and unbiased manner either via the telephone, in writing or during an interview. Anonymous complaints will be investigated within the constraints of having no known complainant.

A realistic assessment of each complaint will be made by the Association's Agent, identifying whether it is a dispute, nuisance, or harassment. The complaint will be categorised in conjunction with the complainant and a course of action agreed in accordance with the guidance contained within this policy and following consultation with Association staff. The Chief Executive will become involved in those cases that are deemed to be serious or where legal action is likely to be instigated.

In all cases the Association will advise the complainant of the results of the Association's assessment and the action that the Association will take to try and resolve the matter, any action the complainant can take or any additional evidence or information the complainant can provide to allow the Association to take action to try and resolve the matter.

Our Procedure

Receiving a Complaint about Anti-Social Behaviour

The Association will accept complaints about anti-social behaviour via the telephone, in writing or in person.

The Association or its Agent will respond within two working days of receiving a complaint (or one day where harassment is alleged) and make an appointment to take full details and complete an initial interview form. The Association does not require the complainants to submit their complaint in writing and will accept reports of harassment from a third party acting on behalf of a complainant e.g. Victim Support, Police, Social Services etc.

The Interview

The complaint will be taken seriously and dealt with objectively, sensitively and sympathetically while maintaining confidentiality. The range of remedies available and the process of dealing with complaints will be explained and the form will be filled in with the complainant and signed by both FHA and the complainant. The complaint will be categorised in terms of how serious the problem is and an action plan will be agreed.

A joint decision between FHA and the complainant will be made as to when the case will be reviewed and a date fixed.

Ongoing Action

The agreed action plan will be implemented. This may include visiting the second party, liaising with other agencies to confirm alleged incidents, e.g. Police Social Service, environmental services or referring the case to mediation etc.

Review

The complainant will be advised to bring any monitoring/diary sheets to the review meeting. The review meeting will be used to assess what progress, if any, has been made or whether any remedies have been effective. The involvement of other agencies may be discussed and assessed. Any further action will be decided and agreed and a date for the next review meeting made.

Closure

The Association and the complainant will decide at some stage whether the case should be closed if it is resolved, the cause has been removed or stopped, where there is insufficient evidence to proceed or another agency has taken the case on.

When a case is closed the outcome is reported using the ASB register. The closure will not prevent the case being re-opened if necessary.

Harassment and Anti-Discrimination

At Family Housing we fulfill a need to provide quality affordable housing to **all**, regardless of race, religion or belief. As part of your tenancy agreement we expect you to treat your neighbours (whether Family Housing Tenants or not) with dignity and respect regardless of race, religion or belief.

What is harassment?

Harassment is unwanted conduct whether verbal or not, which is of a sexual or racial nature, or other conduct based on someone's marital status and/or disability and/or sexual orientation and/or religious or other philosophical belief.

A single incident can amount to harassment if sufficiently grave. Tenants may not always realise that their behaviour constitutes harassment; they must recognise that what is acceptable to one person may not be acceptable to another.

Examples of harassment include:

- insensitive comments, jokes and pranks including name calling.
- any sort of damage to property
- repeated instances of minor harassment acts.
- speculation about a person's private life and or sexual activities.
- threatened or actual violence.
- bullying. Bullying is defined as any form of a physical or verbal attack and/or threat of such, in order to attack or undermine the confidence or ability of another.

What to do if you are the VICTIM of harassment or discrimination

Contact Family Housing who will be able to take details from you. If it is a serious incident (e.g. broken window, physical assault) then contact the Police **first**. If possible, write down the details of what happened, eg. the time, the description of any people you think were involved etc.

We will arrange a meeting with you to find out what the problem is and to arrange for any repairs to be carried out. We have good links with the Wirral Multicultural Centre who can help us to find an interpreter if English is not your first language.

We will take action to **stamp out** harassment or discrimination regardless of whether it has been committed by a Family Housing tenant or not (see below). We will discuss all available options with you, including notifying the police (if this hasn't been done already) and taking court action to protect you, your family and your belongings.

Court action can include:

- Taking criminal proceedings against those committing the misconduct
- Taking civil proceedings to stop the harassers from approaching you and your family and/ or your house
- Taking civil proceedings to obtain compensation for damaged property

**YOU DO NOT HAVE TO PUT WITH
DISCRIMINATION OR HARASSMENT –**
however we can only help you if you tell us about it

If you commit harassment whether against another tenant or not

You will be breaking the terms of the tenancy that you have with us **WHICH MAY LEAD TO YOUR EVICTION**. If you are evicted you will not be re-housed by Family Housing.

However we will only evict in the most serious of cases involving continual harassment, or for a physical assault, or if property has been damaged.

In less serious cases we will try to resolve differences between you and the other party. Often difficulties come about because of misunderstandings and of ignorance of other peoples' cultures and beliefs

We will work with you to overcome prejudices and misunderstandings BUT

We will not tolerate any form of harassment or discrimination.

HOW TO COMPLAIN

We have a three-stage complaints procedure:

In the first instance you can express your dissatisfaction ph phoning or calling at the office to talk to staff about what is worrying you. It often happens that a problem can be sorted out this way and we will attempt to deal with your concerns within 5 days. (For internal monitoring purposes, a Complaint Recording form will be completed by staff).

This is what to do if you have a complaint.

Stage 1 - Registering of a Complaint

Please write to the Chief Executive. Explain what your complaint is and if you can, say what you think needs to be done to put things right. The Chief Executive will investigate your complaint and will try to send you a reply within 7 days. He/she might need to speak to you first to get more information.

Stage 2 - Appeal to the Association's Board

If you are not happy with the answer, you can ask for the complaint to be looked at by the Board. You must ask for this within 28 days of getting the letter from the Chief Executive. They will look at your complaint as soon as they can and they will tell you their decision within 7 days of looking at it.

Stage 3 - Independent Housing Ombudsman

If you are dissatisfied with the handling of your complaint under this procedure, you may ask the Housing Association's Ombudsman to investigate.

Independent Housing Ombudsman
81 Aldwych
London
WC2B 4HN

Telephone: 020 7421 3800 Minicom: 020 7404 7092

The Ombudsman will seek to resolve complaints of tenants or applicants once the Association's own procedures have been exhausted. This is a free service.

Our Policy is to pay compensation whenever the law obliges us to do so.

Complaints

You can complain about anything, such as:

- If appointments are not kept
- If repairs are completed poorly
- If gardens are overgrown
- If you do not like the attitude of our staff
- If cleaning is of a poor standard
- If contractors miss appointments

If you feel that Family Housing Association's procedures are too difficult, or taking too long, the Ombudsman may accept your case earlier.

You can also seek advice from Housing Aid Centres, the Housing Corporation, your local MP or Councillor, Citizens Advice Bureau or Law Centres.

COMPENSATION POLICY

We recognise that all customers have a right to expect a specified standard of service from the Association. Compensation may be claimable, when the Association fails to meet those standards.

With specific regard to tenants, this will include any loss or damage to their personal belongings, where such loss or damage was caused by the Association's failure to act within stated timescales or by its negligence, or that of its agents. Where no loss or damage is alleged, but where inconvenience has been caused a fixed sum may be claimable to compensate tenants.

Any claims for compensation should be made in writing within 28 days of the loss, damage or inconvenience and will be dealt with by the Association within 21 days.

MOVING HOME

When You Leave

If you decide to leave your home, you must tell us four weeks in advance. We will contact you to arrange the hand-over of your keys. If you do not return your keys, you may be charged for replacement locks.

During the four-week notice period, you may be asked to let prospective tenants in to view the property or contractors in to do work. We will always contact you before we send somebody round.

Before you leave, you should remember to:

- Make sure your rent is up-to-date
- Make sure the property is clean and tidy: if you leave a lot of things, we may have to charge you for their removal
- Inform the council, water, electricity, gas and telephone companies that you are leaving: Use the same check-list as for moving in to remind you who needs to know you have moved

Transfers

We recognise that people's circumstances change and sometimes they need to move. If you would like to apply for a transfer, please contact our office. Your request will be placed on a list, which contains other transfer applicants.

You must have been a tenant with us for more than 12 months before we will accept your request for a transfer. We do not accept applications from people who have broken their tenancy agreement. For example, you will not be allowed to join the list if you are in arrears.

Mutual Exchanges

An alternative to a transfer is an exchange with another tenant. We hold a Mutual Exchange Register at our office. If you would like to register, please call into our office where you can fill in a form and view other properties on the register. The other tenant may be housed with Family Housing Association or another housing association or council. When you exchange, you simply swap homes with the other person. This is usually called 'mutual exchange'.

First you must find someone to swap with. Many local councils keep a list and you should contact your council housing office for further information. Alternatively, you could advertise in a local shop or paper.

Before the exchange can go ahead, you need our permission in writing. We cannot unreasonably withhold your right to exchange. We may not allow you to exchange in the following circumstances:

- If you or the person you intend to exchange with are in arrears
- If you or the person you intend to exchange with have been given a court order for breaching your tenancy agreement
- If the home you are leaving is too big or too small for the person or family you intend to exchange with.

When you exchange with another tenant, you 'assign' your tenancy to them. A tenancy can only be 'assigned' once.

Some Useful Contacts

National Debtline Freephone

0808 808 4000
www.nationaldebtline.co.uk

Age Concern

0208 765 7200
www.ace.org.uk

Help the Aged Freephone

0808 800 6565
www.helptheaged.org.uk

Citizens Advice Bureau

www.nacab.org.uk
www.adviceguide.org.uk

Benefits Enquiries Freephone

0800 882200
Minicom: 0800 243355

Our Office

Family Housing Association
(Birkenhead & Wirral Ltd)
Marcus House
Marcus Street
Birkenhead
CH41 3NY
0151 647 5000

Agent's Office

Smith & Sons
Property Consultants
51-52 Hamilton Square
Birkenhead
Wirral
CH41 5BN
0151 647 9272

Emergency Repairs

(out of hours)
Orbis 0845 345 7808

Advice & Information

Citizens Advice Bureau
48 Argyle Street
Birkenhead
Wirral
CH41 6AF
0151 647 6517

Multi Cultural Organisation

111 Conway Street
Birkenhead
Wirral
CH41 4AF
0151 666 4547

Electricity

Manweb Scottish Power
North Wirral District
Emergency Service - 24 hours
0845 272 2424
Accounts & Meter Enquiries
0845 272 1212

Gas

Gas Escape—24 hours
0800 111 999
Meter Readings
0845 609 1144
Accounts
0870 608 1524

Wirral Homes

Housing Enquiries
0151 606 2000

Housing Benefit

0151 666 4128

Council Tax

(Billing & Registration)
0151 666 4128

Housing Advice Centre

Westminster House
Hamilton Street
Birkenhead
Wirral
CH41 5FN

Rent Officer

01925 843 900

Police

Ring Central Control
0151 777 2080
Ask them for your local police
station

Water Supply (United Utilities)

Emergency Service
0845 746 2200

Social Security

Hordan House
35 Price Street
Birkenhead
Wirral
CH41 6NU
0151 649 1000

(for Social Fund Only)

Dominick House
St. Albans Road
Wallasey
Wirral
CH44 5XS

Social Services

Birkenhead Social Services
0151 666 3600
Wallasey Social Services
0151 606 6196

Public Health / Pest Control

Pest Control
0151 666 5282

Waste Management

Dustbins etc. (including ERIC)
0151 666 5252

Street Cleaning

0151 666 5252



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