

Guide to your home



A practical guide to looking after your council home

How to contact us for all housing enquiries

On the web:

www.rotherham.gov.uk/contactus

Email:

For general housing enquiries email councilhomes@rotherham.gov.uk

Telephone:

For all other housing enquiries, including housing repairs ring 01709 336009

If you or someone you know needs help to understand or read this document, please contact us:

☎ 01709 336009

✉ councilhomes@rotherham.gov.uk

Ak vy alebo niekto koho poznáte potrebuje pomoc pri pochopení alebo čítaní tohto dokumentu, prosím kontaktujte nás na vyššie uvedenom čísle alebo nám pošlite e-mail.

نه گهر تو یان که سیک که تو دیناسی پیویتی به یارمتهی هه بیت بۆ نه وهی لهم به لگه نامه یه تیبگات یان بیخوینیتوه، تکایه په یوه ندیمان پیوه بکه له سهر نهو ژماره یه ی سهر وه دا یان بهو نیمه یته.

إذا كنت أنت أو أي شخص تعرفه بحاجة إلى مساعدة لفهم أو قراءة هذه الوثيقة، الرجاء الاتصال على الرقم اعلاه، أو مراسلتنا عبر البريد الإلكتروني

اگر آپ یا آپ کے جاننے والے کسی شخص کو اس دستاویز کو سمجھنے یا پڑھنے کیلئے مدد کی ضرورت ہے تو برائے مہربانی مندرجہ بالا نمبر پر ہم سے رابطہ کریں یا ہمیں ای میل کریں۔

اگر جناب عالی یا شخص دیگری که شما او را می شناسید برای خواندن یا فهمیدن این مدارک نیاز به کمک دارد لطفاً با ما بوسیله شماره بالا یا ایمیل تماس حاصل فرمایید.

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Your Tenancy Agreement

Welcome

Welcome to your new Council home. This guide has been written by Rotherham Metropolitan Borough Council and provides useful information and advice to help you look after your new home.

Your Tenancy Agreement

Your Tenancy Agreement exists to help you and to help us to provide the best possible home and neighbourhood for you to live in. Rotherham Metropolitan Borough Council is your landlord and as a result your tenancy is an agreement between you and the Council.

Your Tenancy Agreement will have been given to you when you moved into your home. It is a signed legal contract made between your landlord (the Council) and you. It is designed to clarify responsibilities between us and you. As such, you must carry out the obligations set out within the agreement.

Types of Tenancies:

There are four types of tenancies:

- Introductory
- Periodic (lifetime)
- Demoted
- Fixed term

Your Tenancy Agreement tells you which tenancy you have received. All new tenants start as 'Introductory' tenants.

This means that for the first 12 months you don't have the same rights as someone with a secure tenancy (periodic or fixed term).

If your behaviour as an introductory tenant is not satisfactory we may extend the introductory period or in serious cases evict you.

As an introductory tenant you do not have the right to:

- Take in lodgers/sublet
- Make improvements
- Exchange with another tenant
- Buy your Council home.

Should you have a secure tenancy (periodic or fixed term) and breach a term in your agreement we may ask the Court to change your tenancy to a demoted tenancy. This means that you would have fewer rights than some with a secure tenancy.

A demoted tenancy is created by a Court Order.

This can only happen if a Court agrees you have broken a term or condition of your tenancy.

As a tenant with a fixed term tenancy you have the same rights as a council tenant with a period (lifetime) tenancy. A fixed term tenancy lasts for a fixed period of time, your tenancy agreement will tell you what the length of your tenancy is.

Sole and Joint Tenancies

A Council tenancy can be in a sole name or joint names. Each person named as a tenant on the agreement is equally responsible for the payment of rent and any breaches of the agreement – even if one of the tenants leaves the property.

If this happens you should discuss your housing options with the Council.



Guarantors

If you are under the age of 18 years you will need someone to guarantee your tenancy, known as a Guarantor. In these circumstances you must sign your tenancy agreement as the tenant and your Guarantor must sign a Guarantor's Agreement.

The Guarantor's Agreement will state how long the tenancy is to be guaranteed. This will normally be until your 18th birthday.

As a Guarantor a person has a responsibility to:

- Advise and support the tenant to understand the conditions of their tenancy
- Pay any rent arrears the tenant is unable or refuses to pay
- Pay any costs, damages or expenses the tenant is unable or refuses to pay relating to a breach of a tenancy condition.

Should a tenant who has a Guarantor withhold rent for any reason or owe the council money for the cost of repair work due to a breach in their tenancy agreement the amount will be recoverable from the Guarantor as well as the tenant.

Should the Guarantor refuse to pay, court action will be taken to recover the cost.

Acts of Parliament

Your tenancy agreement takes into account the following legislation (amongst other Acts of Parliament and Statutory Regulations):

- Law of Property Act 1925
- Chronically Sick and Disabled Persons Act 1970
- Torts (Interference with Goods) Act 1977
- Housing Act 1985
- Landlord and Tenant Act 1987
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Data Protection Act 1998
- Contracts (Rights of Third Parties) Act 1999
- Freedom of Information Act 2000
- Anti-Social Behaviour Act 2003
- Civil Partnership Act 2005
- Unfair Terms in Consumer Contract Regulations 1999
- Secure Tenants of Local Authorities (Right to Repair) Regulations 1994
- Localism Act 2011

You may find the legislation useful should you require further clarification of your statutory rights.

Please note that this is not intended to be an exhaustive list of the legislation which may affect your tenancy and we and you are bound by all laws which relate to your home and your occupancy of it.



Our Responsibilities

In addition to the obligations outlined in your tenancy agreement, we also commit to the following responsibilities.

We will:

- Help you enjoy your home without interfering, unless it is reasonable and necessary for us to do so
- Keep your home in good structural condition and carry out repairs as quickly as possible
- Help you wherever possible to fulfil your obligations as a tenant
- Listen to you and treat your concerns and complaints seriously
- Where it is reasonable to do so, take action to enforce the tenancy agreement.

Your Rights

Your tenancy agreement tells you about the rights to which you are entitled. Depending on which type of tenancy you receive, your rights may be different.

Here are some of the rights of each tenancy

Summary of legal rights of tenants	Periodic / Fixed Term Tenancy	Introductory Tenants	Demoted Tenants
Right of succession of spouse or partner	Yes	Yes	Yes
Right to repair	Yes	Yes	Yes
Right to be consulted on housing management matters	Yes	Yes	Yes
Right to assign (the right to transfer your home in special circumstances)	Yes	No	No
Right to buy (Please note some properties may be exempt)	Yes	No	No
Right to take in lodgers	Yes	No	No
Right to sub-let (you may only sub-let part of the property)	Yes	No	No
Right to improve	Yes	No	No
Right to exchange	Yes	No	No
Right to vote prior to a decision to transfer to a new landlord	Yes	Yes	Yes
Right to consult on decision to delegate housing management	Yes	Yes	Yes

Right to Buy

The Right to Buy may allow you to buy your Council property with a discount off the full market value. The level of discount you may be entitled to depends on the length of time you have held a public sector tenancy.

To qualify for the Right to Buy you need to have a secure tenancy (period or fixed term), and have at least 3 years public sector tenancy history. You must also live in the property as your only or main home. You may also be able to make a joint application with someone who shares your tenancy, your spouse or civil partner and up to 3 other family members who have lived in your property for the past 12 months.

However you may not be able to exercise the Right to Buy in certain circumstances, such as;

- The property was let to you as being particularly suitable for an older person.
- The property was let to you as being particularly suitable for a disabled person.
- The property is due to be demolished or otherwise disposed of.
- You have rent arrears or have been causing Anti-Social Behaviour and have been taken to court. This will also apply if you are taken to court after submitting your application.
- The property you are in has not been given to you on a permanent basis. For example, because you have been relocated to allow for major repairs to be carried out to your original property.

Any property bought under the Right to Buy will be subject to re-sale restrictions for the following 10 years as you would first have to offer the property back to the Council before being able to sell it on the open market. You would also have to pay back some or all of the discount you got if you sold your Right to Buy home within 5 years of buying it.

If you are thinking of applying for the Right to Buy, we would advise you to first seek independent financial advice before making a decision.

To find out more about Right to Buy, please visit the Government website: www.righttobuy.gov.uk

Right to Buy – Flats and Maisonettes

If you live in a flat or maisonette and wish to exercise the Right to Buy, it is important to note that the property would be sold on a leasehold basis. This means that you would not own the property outright.

Instead, you would buy a long lease (usually 125 years) which provides the right to live in the property for the duration of the lease. The Council keeps the freehold as it still owns both the land on which your property is situated as well as the structure of the building.

The Council will also remain responsible for maintaining the exterior of your property and the wider block which your property forms part of, however you will need to contribute to the costs the Council incurs in doing so. These are known as service charges and include the costs of maintaining communal areas and the delivery of services provided to leaseholders.

You will be unable to develop or improve anything other than the interior of your property without first obtaining permission from the Council.

Right to take in lodgers

If you are an introductory tenant or a demoted tenant you must seek permission from the Council before you take in lodgers.

If you have a secure tenancy (periodic or fixed term), before you take in lodgers, we strongly recommend that you first discuss this with the Council (see page two for contact details) in order that you can be provided with appropriate advice.

Right to sub-let

If you have a secure tenancy (periodic or fixed term), you may be able to sub-let part of your home. You must contact us beforehand, so that we can agree this with you.

You will not be allowed to sub-let your entire home and if you do so you will lose your secure tenancy.

Changes to Housing Benefit if you take in lodgers or sub-let

Please be aware that if you or any member of your household are in receipt of Housing Benefit or Council Tax Benefit; you must inform the Revenues and Benefits Team on 01709 336006 to discuss how this could affect your entitlement.

Right to Exchange

If you have a secure tenancy (periodic or fixed term) you can ask for permission to exchange your home with someone as long as they have either a secure or an assured tenancy with another council or housing association.

You can register your property at www.swapandmove.co.uk which is a mutual exchange website.

The Council will consider the request and decide whether it is reasonable for the exchange to go ahead. An officer from the Council will inspect each property whilst considering the exchange.

Permission will not be unreasonably withheld.

However you may be required to deal with any pending breaches to your tenancy agreement.



Your Tenancy – Your Responsibilities

In addition to your obligations detailed in your tenancy agreement, you also have the following responsibilities.

You will:

- Pay your rent weekly in advance
- Advise us as soon as you can if you think that you may have problems paying rent on time
- Look after your home, your garden, and report any repairs to us as soon as possible
- Be considerate towards your neighbours
- Keep the inside and outside of your property in a clean and tidy condition
- Attend to any repair yourself that is deemed to be your responsibility
- Allow our officers or agents access to enter your home to carry out repairs, gas safety checks, improvements or to inspect furniture (if you have a furnished tenancy). If you do not allow access, legal action may be taken against you or you could be recharged for aborted visits.

Rent

You and any other tenants named on your tenancy agreement are responsible for paying your weekly rent in advance

If you are unsure how much rent you should pay, please contact us on 01709 336009.

You may be entitled to Housing Benefit to help you pay your rent. You should inform the Housing Benefit Team on 01709 336006 if you are in receipt of Housing Benefit or Council Tax Benefit and will be away from your home for a long period of time as your entitlement may change.

Please note if the make-up of your family changes the amount of Housing Benefit you can claim may alter throughout the lifetime of your tenancy.

You will only be able to claim Housing Benefit if you are living in your property.

Please let us know as soon as you are struggling to pay your rent as we may be able to help you. Should you be unable to pay your rent for whatever reason you must inform us immediately.

If you fall behind with your rent payments you may lose your home.

Being away from your home

If you are away from your home for more than four weeks you must make arrangements to look after your home. These arrangements must be agreed with us, in writing, before your absence. This is so we know you have not left your home permanently. In circumstances where it is not possible to give prior notice, such as urgent hospitalisation or imprisonment, please inform us as soon as it reasonably possible to do so with the following information in writing (listed below).

You must tell us:

- How long you expect to be absent and the reasons for your absence
- A contact number where we can reach you while you are away
- The name, address and contact telephone number of the person/s who will be looking after your home, including arrangements for the payment of rent due, during your absence
- We strongly recommend, when arranging for someone to look after your home in your absence, you ensure they are responsible persons – ideally aged 18 years or over
- You should be aware that you will continue to be responsible, as Tenant, for the actions of any visitors or persons present or residing within your home.

Furniture and Floor Coverings

You may have taken the opportunity to have your new home furnished by us or it may already be furnished; if so, we ask that you:

- Keep the furniture and furnishings clean and tidy
- Report any damage to the items, accidental or not
- Allow us to come and visit you and check the items during the fixed term furnished agreement period
- Report any items stolen to the police and obtain a crime reference number and notify us about the theft providing the incident number. Sometimes items are recovered and we can identify furniture that has been stolen by the security markings we place on them.

If we have to replace items due to wear and tear, accidental damage or theft we will use reconditioned furniture that is clean and free from defects.

If damage or loss has been caused due to negligence or misuse we have the right to recharge you for the replacement items.

Nuisance and Anti-social Behaviour

It is not acceptable for you, people living in your home or visitors to your home to behave in an anti-social manner.

Your Tenancy Agreement lists forms of anti-social behaviour and harassment as:

- Racist behaviour or language that offends other people
- Using or threatening to use violence or domestic violence
- Using or displaying abusive or insulting words and behaviour
- Using or threatening to damage another person's home or possessions
- Writing threatening or abusive or insulting graffiti
- Doing anything that interferes with the peace, comfort or convenience of other people
- Hate Crime including verbal or physical behaviour or threats.

This is not an exhaustive list.

The Council takes any evidence of anti-social behaviour extremely seriously. Action will be taken against tenants and other residents and their visitors.

If you are a victim of anti-social behaviour we can help. Please contact us and advise us of the situation. We work closely with the Police and Local Policing teams to reduce instances of anti-social behaviour and to improve the neighbourhood you live in.

Home Improvements

You should always obtain written permission before altering any aspect of your home. This written permission should be kept for the life of your tenancy. This will ensure we accept responsibility for repairing or maintaining the new installations, where appropriate. We may also inspect the work afterwards and, if necessary, tell you to bring it up to the required standard.

See page 18 for a list of works for which permission is required.

This list does not state every type of alteration you must get permission to do – check before you start work.

You can only make a request for permission to carry out home improvements if you have a secure tenancy (periodic or fixed term).

Vehicles

You can park a vehicle inside the boundary of your home, but only if there is a suitable hard standing and you have a dropped kerb. Contact us so we can check whether you have a suitable hard standing.

You cannot park a caravan, boat or trailer within the boundary of your home or on any communal parking areas without first getting permission from us. Contact us with details of your plans so we can decide whether to give you permission.

See page two for contact details.

Pets

We recognise that pets are part of your family. If you live in a property with its own private, enclosed garden and access you may keep a cat or a dog without getting permission (subject to the conditions in your tenancy agreement), but you must tell us and ask for permission if you want to keep any other type of animal or more than one cat or dog.

We can then assess the suitability of your property, the effect on any persons living with you, your neighbours and the safety of the animal. For example, it would not be fair to keep a cat or a dog in a flat if you share an entrance door with your neighbours, and dogs are only permitted in flats that do not share an entrance door except if you have a registered guide dog. Open plan gardens may also not be considered suitable.

In addition to the requirement to seek permission, it is compulsory that all dogs are microchipped, we also suggest that other pets are microchipped. Microchipping your pet gives them the best chance of being identified and returned to you if they become lost or stolen.

This service can be provided free of charge. For further advice, please contact the Council's Dog Warden Service on 01709 336003. In addition, general information is also available from the Dogs Trust at www.dogstrust.org.uk

You should not encourage pigeons or other birds to nest or frequent any balcony or communal area by leaving food outside your property.

It is your responsibility to report any instances of infestations to us immediately and take any action you see fit to overcome the problem. This may include purchasing pest repellent, ensuring food is not left unattended and ensuring rubbish is not left to accumulate. For more information visit <http://www.rotherham.gov.uk/environment>

Communal Areas

When living in a flat, you must consider the needs of your neighbours due to the proximity and number of your neighbours.

You must take care of the shared areas such as lifts, hallways, bin areas and gardens, and keep communal areas completely clear and free from obstructions. The more you help us to do this the more pleasant and safe your home will be.

Please consider the following useful information to ensure that your home remains a clean and safe environment:

- Please take care when using a lift. Report breakdowns immediately (contact us – page two)
- If your flat has a door entry system please make sure the door is locked behind you
- Please look after your keys and fobs and be careful who you give your keys to. If you lose your keys/fobs then you will be charged for replacing them
- If you have a large item to get rid of, please contact Rotherham Streetpride on 01709 336003 who will be happy to help
- Please avoid making noise that will disturb your neighbours.

Health and Safety

Your safety, and the safety of your family, is important.

Please do not store flammable materials (including petrol, paraffin and bottled gas) in your home and ensure you dispose of your rubbish, including bulky items properly.

You should not block any doorways in your home with rubbish or your belongings in case you have to exit your property quickly in the event of a fire or emergency.

Care should be taken not to overload electrical sockets.

If you smell gas and suspect a gas leak in the first instance you must call National Grid on 0800 111 999

Hygiene

To help us to maintain the quality and cleanliness of your home and your neighbourhood, please:

- 'Do your bit' to keep shared areas tidy
- Prevent pests such as rats and mice by disposing of food and rubbish carefully
- Clear up any mess that your pets make

It is your responsibility to keep the inside of your home in a clean and tidy condition, including any balcony areas. If your home is not maintained to a satisfactory standard of cleanliness we may take action to clean your home on your behalf. This must be done to prevent vermin and to ensure the health and safety of you and your family. You will be charged for this service.

Gardens

It is your responsibility to maintain the condition of your garden, balcony and any other area within the boundary of your property.

This will include:

- Cutting the grass
- Trimming trees, hedges or plants
- Removing any rubbish.

This is not an exhaustive list.

If you do not maintain your garden and allow it to become overgrown we may clear it on your behalf, or take legal action against you.

You will be charged for any work we complete to clear your garden. We will give you four weeks notice before taking this action.

You must ask for permission if you would like to:

- Construct a boundary wall, fence, gate, feature or ornament
- Remove trees or hedges
- Park on your garden or a communal area.

Permission will not be unreasonably withheld.

It is your responsibility to inform us when trees or plants in your garden are affecting the structure of your property.

Repairs and Maintenance

The rent you pay to us pays for your repairs and maintenance service. We, through our partners carry out around 55,000 repairs a year. To ensure all tenants receive a fair and value for money service for the rent they pay, you are responsible for carrying out your own minor repair work such as to fences, changing a toilet seat and decorating the inside of your home.

If you require assistance with minor repairs, assuming you have no other options (for example a friend or relative who could assist) we will seek to offer support by putting you in touch with an appropriate service provider who will, for a nominal charge, carry out the work that needs to be done (see page 2 to contact us).

See Repairs and Maintenance (page 15) for an example list of repairs for which you are responsible.

Blocked Drains

Please do not block your drains by putting nappies, sanitary towels/tampons, hygiene wipes, cigarettes or newspapers down the toilet. A call out for the above may result in a recharge.

Inspecting Your Home

We may request to inspect your home giving at least 24 hours notice. In this situation officers will arrange a convenient time for you and your family.

If during an inspection an officer identifies you have altered the property without permission, damaged the structure or fixtures and fittings or have not maintained the cleanliness of the property we will tell you to return the property to how it was before or carry out any necessary repairs/cleaning. If you do not take that action

then we may do the work and charge you for the costs of the work, or we may take action to end your tenancy.

Gas Safety Check

If your home has a gas supply we have a responsibility to check every year that all gas appliances like the fire and the central heating boiler are safe. A qualified gas engineer will visit your home to carry out this check. This is done to protect you and your family.

You must allow the gas engineer into your home to carry out the work. Failure to allow access will result in legal proceedings being taken against you.

Please ensure that you have adequate gas and electrical credit on your gas and electrical meters.

How to Pay Your Rent

Whoever signed your tenancy agreement is responsible for paying the rent for your home.

As a tenant, you have a responsibility to pay your rent and other charges regularly and promptly.

The weekly rent and all other charges relating to the property are due each Monday in advance.

Payment methods

Direct Debit

Direct Debit is the preferred payment option and remains the most convenient method for paying your rent. Direct Debits are paid straight from your bank account.

Payments are made automatically, so bills are never forgotten, lost in the post or delayed by postal problems.

Payments are spread equally over the year.

If the amount changes, the Direct Debit will automatically change your monthly payment amount for you.

If your Direct Debit changes you will be sent a letter telling you about this before the new payment is collected.

One of our Customer Service Assistants will be pleased to help you arrange to pay by Direct Debit (contact us – page two).

Online

Through a secure payments server on our website at www.rotherham.gov.uk or through [paypal](http://paypal.com) www.paypal.co.uk

Standing Order

Standing Orders are taken straight from your bank account. The main difference between Standing Order and Direct Debit is that with a Standing Order you have to tell the bank when the amount you pay changes. With Direct Debit we tell the bank about the changes for you.

You should also allow three working days for payments made by Standing Order to reach your rent account.

By telephone

Our automated telephone payment service is available 24 hours a day, 7 days a week – telephone 0300 4562723 to make a payment.

If you are unsure on how much you need to pay you can call us on 01709 336009.

In person

Payments can be made at Customer Service Centres via one of our payment kiosks

Payments can be made in cash, by debit or credit cards, by cheque or postal order.

Always quote your name, address and rent account number with your payment.

At the Post Office / Paypoint Outlet

Take your rent card, which must contain a printed barcode, along with your method of payment (cash, cheque or debit card) to any Pay Point Outlet or Post Office. You will be given a receipt which you should keep.

Payments made at a Pay Point Outlet or Post Office should be made at least five working days before the instalment is due.

By post

By cheque or postal order payable to Rotherham Metropolitan Borough Council and addressed to Revenue Services, Riverside House, Main Street, Rotherham, S60 1AE.

Please quote your Rent Account Reference Number along with your name and address. A receipt will not be posted unless specifically requested and unless you include a stamped addressed envelope when posting your payment.

You should never send cash through the post.

Refund forms

If you have a credit balance on your rent account we can refund this to you by sending a cheque to your home address.

The Council may use any accrued credit on Rent Accounts to reduce or clear any outstanding overpayment of Housing Benefit.

To claim a refund from your rent account, please complete and return the appropriate form online at www.rotherham.gov.uk. Alternatively, contact us and we will arrange to send you a form. We aim to process refund requests within 14 days from receipt – please allow up to 28 days for receipt.

Service charges

Many of the homes we provide receive extra services not included in the rent such as Rothercare community alarm, access to neighbourhood centres. You may have to pay a service charge if your home gets these services. If you need to pay a service charge it will say so in your tenancy agreement.

Help towards paying your rent

You may be entitled to Housing Benefit to cover your full rent or part of it.

It is your responsibility to make sure you get the claim registered with the Housing Benefit Team.

If you do not get enough benefit to pay your full rent, or the benefit does not cover all the weeks of your tenancy, you will need to pay the rest.

Please advise your Housing Benefit Team straight away if your personal circumstances change, as it may affect your claim and you may be overpaid benefits which you will have to pay back.

You can only claim Housing Benefit if you are living in your property.

What does the rent pay for

We are careful when deciding how to use the rent you pay. Your rent pays for:

- Repairs to your home and planned maintenance such as replacing windows or putting in new kitchens
- The housing management services we provide.

Your rent account

If you want details of your rent account please contact us (see page two). We will be pleased to send you a statement at any time.

Rent rises

At the beginning of your tenancy we tell you how much your rent is in your Tenancy Agreement.

We normally change your rent once a year in April. We will never change your rent without telling you about it in writing at least four weeks in advance.

Falling behind with your rent

Please tell us as soon as you have any problems paying the rent. We will do our best to help you to sort the problem out. If you don't contact us we will contact you when you miss a payment. Please do not ignore us as we will do all we can to help you.

We want to keep rents as low as possible and we want to provide high-quality services, so 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 face being evicted. Please don't ignore the problem as you risk losing your home.

The Housing Benefit Team may reduce the weekly amount of credit paid on to your rent account if you have an over payment of benefit. You will be responsible for paying any difference in rent as a result of this.

Repairs and Maintenance

Our responsibilities

We have legal duties to repair and maintain your home. We will:

- In all cases consider repair before renewal
- Keep the structure and outside of your home in good condition
- Repair fixtures and fittings inside your home, for example, heating systems, bathroom fittings, kitchen units and doors
- Repair any shared areas that form part of your home, for example, staircases and shared entrances.

The rent you pay to us pays for your repairs and maintenance service. We, through our partners, carry out around 55,000 repairs a year. To ensure all tenants receive a fair and value for money service for the rent they pay, you are responsible for carrying out your own minor repair work.

Your responsibilities

You are responsible for the connection of washing machines, dishwashers, tumble dryers, cookers and any other electrical appliances.

You are responsible for ensuring that any work to gas, electrical or water supplies is carried out by a qualified and competent person. Failure to do so may constitute a breach to your tenancy.

You are responsible for your own minor repair work.

Examples of tenant responsibilities:

- Tenants' own fixtures and fittings.
- Decorating the inside of your home
- Repairing small cracks and holes in walls and ceilings
- Repairing tile grouting
- Internal door handles and latches
- Any lock changes as a result of lost or stolen keys
- Clearing external grates
- Clothes line hooks and clothes posts
- Repairing boundary fences and gates and associated hardware

Plumbing

- Refixing or renewing a toilet seat
- Renewing bath/sink plug and chain
- Cylinder jackets
- W/C chains – high level cisterns
- Plunging/minor blockages to sinks, baths and showers

Electrical

- All extension leads
- Light bulbs, including outside lights
- Renewing batteries to fans and smoke alarms
- Tenants own non-standard light fittings, fluorescent tubes and starters
- TV aerials, dishes or sockets other than communal ones
- Telephone cables equipment, except door access control
- Reset timer controls to heating and hot water systems.

Please note this is not an exhaustive list.

When we will charge you for a repair

We will charge you for any works which are listed above as the Tenants' Responsibilities if you ask us to carry out the works on your behalf. We will also recharge for any works required as a result of tenant damage or lifestyle. For example, any deliberate or accidental damage that could have been prevented with reasonable care – such as curtain rails being damaged or hairline cracks to plaster work, or lost keys where a lock change is required.

We will ask you to agree a payment arrangement. You will be given the option to make arrangements for the work to be done on your behalf by a competent person independent of the Council.

We will be able to give you an estimated cost for the work to enable you to make a decision about whether to authorise the work. Works carried out by any third party contractor will be subject to inspection by us to ensure quality and safety standards are maintained. These inspections will be chargeable.

Reporting repairs

You can report non-urgent repairs online or for routine or emergency repairs telephone on 01709 336009.

When you report a repair please tell us:

- Your name, full address and a daytime telephone number
- As much as you can about what is wrong, and where the problem is
- When we will be able to get in to do the work within the working week.

If you suspect a gas leak in the first instance you must call National Grid on 0800 111 999

Timescales for repairs

When you request a repair, and the work is ordered, we will make an appointment with you. The appointment will be for either the morning or afternoon on a convenient day.

We give every repair a timescale within which the repair must be completed.

Because you pay for your repairs through your rent, we are committed to giving you value for money for your repairs service.

Whilst some repairs are urgent, others are classed as routine maintenance on your home – such as loose skirting boards, old guttering, plastering, or missing wall tiles. These are the types of jobs we may wait to do; grouping together similar jobs in the same neighbourhood to do at a later date.

This cuts down on unnecessary travelling and staffing costs – keeping your rents lower whilst allowing us to maintain your home to a decent standard.

Right to Repair

Rotherham Council operates a right to repair scheme in place for periodic, fixed term and introductory tenants to use.

Repairs available under the right to repair scheme

Only certain types of repairs are covered under the right to repair scheme. These are called qualifying repairs. They include insecure windows and doors, unsafe power sockets or electrical fittings, leaking roofs and broken entry phone systems. A full list of the qualifying repairs is set out at the end of this page.

A repair won't qualify for the scheme if:

- It exceeds an estimated cost of £250, or
- Rotherham Council isn't responsible for the repair

The repair may be inspected before RMBC decides it's a qualifying repair. If it isn't a qualifying repair, RMBC will inform you/write to you and tell you that the scheme doesn't apply.

What happens when you report a qualifying repair?

When you report a qualifying repair, we will issue a repair notice to the contractor and instruct them to attend the property on the agreed time and date that has been mutually agreed with the resident. There will be a time limit for the contractor to do the work by, which will depend on the repair need. Rotherham Council has two repair priorities, a four hour emergency and a 28 priority.

What happens if the work isn't done in time?

If the repair work isn't done within the specified time limit, you need to inform RMBC and they will take appropriate action to get the repair fixed, this may involve using a secondary contractor.

What happens if you're not in when the contractor calls?

If you're not at home to let the contractor in as arranged, the scheme no longer applies.

Claiming compensation

If the repair doesn't get fixed within an appropriate time, you will need to write to us with your claim, including all details and key dates. RMBC will then consider the compensation request.

Depending on the specific circumstances of your claim, you may be awarded £10 in compensation. For every extra day you wait, you'll get another £2. The most compensation you can get for any one job is £50.

If you have any rent arrears, RMBC can use the compensation to reduce the arrears rather than paying you the money.

Qualifying repairs under the Right to Repair Scheme for Local Authority Tenants

Repair time	Response time (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Heating or hot water not working between 31 October and 1 May	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or hand rail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7

Improving or making changes to your home

You are entitled to make improvements and alterations to your home but you must get written permission before you do any work.

Please request a tenant's alteration pack. If you feel that it will help to explain what you would like to do, include a basic drawing of the change (don't worry – we are not looking for anything too artistic!)

It is important that you do not start work without talking to us first. If you do not get written permission before you start work, then you may have to return the property to how it was before.

You must get permission to carry out the following, or other similar work:

- Decorate the outside of your home
- Any structural alteration, improvement, or addition to the building
- Any change to the fixtures and fittings or additions to the fixtures and fittings of your home

This includes:

- Building a garage or shed or other large structure in your garden
- Laying a drive or car parking space
- Installing a shower, central heating or gas fire
- Artexing ceilings. Please note the artexing of walls is not allowed
- Removing walls
- Installing a new fitted kitchen
- Installing fitted wardrobes
- Laying laminate flooring
- Installing a new bathroom
- Building a porch
- Removing or replacing internal and external doors
- Constructing a door arch
- Putting up TV aerials or satellite dishes
- Installing CCTV monitoring cameras or other surveillance
- Altering the garden or boundary of your property.

This list does not state every type of alteration you must get permission to do. Please contact us before carrying out any work. To contact us see page two.

You must obtain any necessary building regulation approval or planning permission before you start work. This includes consent from our highways department for the construction of a dropped kerb. They can be contacted via general enquiries on 01709 382121.

If you do not get written permission from us for any of the above work, before you start work, you may be required to return the property to how it was before. If you do not we may carry out the work and charge you for it, or we may take action to end your tenancy.

We are not responsible for the repair or maintenance of installations fitted by you unless this has been agreed in writing.

Condensation and Mould

Damp and mould patches on walls, furniture and clothing are likely to be caused by condensation.

It appears as water on a surface such as a wall or window. However, it is not always visible.

The only permanent solution to preventing mould is to reduce condensation.

Landlord Responsibility

We help to prevent condensation by adhering to national building regulations best practice 'build tight, ventilate right'. This includes ensuring your home has good wall and loft insulation and double glazed windows and doors. We also install and maintain extractor fans in high moisture areas such as bathrooms and kitchens.

Tenant Responsibility

Both you and your landlord are responsible for keeping condensation and mould under control.

You may already have a small amount of mould in your home – if you do, there is often no need to call out one of our plumbers to fix the problem. It's often easy to remove with just a bucket of soapy water and a bit of scrubbing.

Contact us for information and advice on how to prevent mould and reduce condensation. See page two for contact details.

When we may act

We will consider carrying out repair works for condensation and mould only where:

- The condensation and mould growth is significant and presents a hazard to health
- Where the problem is due to insufficient facilities for heating or ventilation, or poor thermal insulation
- Where you have followed the advice given and taken all reasonable steps to prevent the problem occurring.

Asbestos

If you think you have asbestos in your home you should never attempt to remove it yourself.

Asbestos material that is in good condition and that you cannot easily damage is usually best left alone.

Any asbestos material in your home should be regularly checked to make sure it has not been damaged or started to degrade.

Asbestos material must be disposed of responsibly and safely. You should never put asbestos products into your household waste or recycling bins.

If you think your home has asbestos material that could pose a hazard, don't attempt to remove it, please contact us for advice on what to do next

Maintaining your Garden

It is your responsibility to maintain the condition of your garden and any other area within the boundary of your property

This will include:

- Cutting the grass
- Trimming hedges and trees
- Removing any rubbish

This is not an exhaustive list.

Energy Performance Certificate

You will receive an Energy Performance Certificate when you accept your property.

The certificate will show you your property's Energy Efficiency Rating (relating to your heating bills) and the Environmental Impact Rating (relating to the carbon dioxide emissions).

Properties are rated from A to G, similar to those used for fridges and other electrical appliances, (A being the most efficient and G the least efficient).

As well as the rating you will receive a recommendation report. This suggests how to improve the dwelling's energy efficiency and reduce your heating bills.

You or the Council (your landlord) do not have to implement any of the suggestions stated in the Energy Performance Certificate.

Medical Adaptations

We are committed to helping you stay in your home for as long as possible.

If you require your home to be adapted (such as a handrail at the entrance to your property or a shower unit instead of a bath), you should first have an assessment carried out. Our Assessment Direct team can be contacted on 01709 822330

If you are registered as disabled, we may be able to help you apply for a Disabled Facilities Grant to help towards the cost of adapting your home to meet your assessed care needs.

Adaptations are split into 3 categories:

- Minor fixings
- Minor adaptations
- Major adaptations

Minor Fixings

- Adaptations under £1000 in value
- No financial assessment is required
- Minor fixings should be completed within 7 working days from the date of order with the contractor

Types of minor fixing include:

- Grab rails
- Key safes
- Wooden Stair Rails
- Bed and Chair Raisers

Minor Adaptations

- Adaptations under £1000 in value
- An Occupational Therapist or other authorized person must recommend the adaptations required
- No financial assessment is required
- Minor adaptations can involve a small amount of construction work
- Minor adaptations should be started within 28 days from date of order with the contractor

Types of minor adaptations include:

- Fencing
- Door re-hanging / changing (sliding)
- Door widening (internal & external)
- Bed and Chair Raisers
- Tubular steel handrails (under 14M)
- Easy going steps
- Lever taps
- Strip lights (internal & external)
- Door Opening / Entry Systems
- Additional electrical sockets (for disability equipment)
- Boxing in stairs
- Drop Kerbs
- Lighting
- Strengthened Glass
- Ventilation

Major Adaptations

- Adaptations over £1000 in value
- An Occupational Therapist or other authorized person must complete an OT35b recommending the adaptations required
- A further report (OT8) will be required for adaptations over £8,000
- A financial assessment may be required
- Major adaptations may require a large amount of construction work

Types of major adaptations include:

- Extensions
- Internal alterations
- Modular Ramped Access
- Concrete ramps
- Through Floor lifts
- Wheelchair lifts
- Stair lifts Curved / Straight
- Ceiling Track Hoists
- Hard standings for off road parking – may include drop kerbs
- Level Access Shower
- Shower over bath
- Toilets – additional, raised or specialist
- Combined WC / Shower Unit
- Central Heating
- Specialist kitchens
- Specialist baths
- Other specialist adaptations are considered on a case by case basis

Nuisance and Anti-social Behaviour

Standing up to Anti-social Behaviour

What is Anti-social Behaviour?

Behaviour which is capable of causing nuisance or annoyance to any person. The Crime and Disorder Act 1998 describes anti-social behaviour as, "Acting in a manner that is likely to cause harassment, alarm or distress to any person"

Examples include but are not limited to:

- **Neighbour Problems;** these are disputes which can happen between neighbours and cover complaints about noise, verbal abuse, offensive behaviour, boundary disputes, harassment and intimidation, nuisance children, car repairs, damage to property and pets and animal related nuisance
- **Neighbourhood Problems;** these problems affect more people living in a neighbourhood such as graffiti, dog fouling, fly tipping, drinking in a public place, motor vehicles nuisance, badly overgrown gardens and rubbish accumulation, nuisance youths congregating, off-road motor cycling and abandoned vehicles
- **Crime Problems;** such problems include burglary, vandalism, criminal damage, drug dealing, car crime, arson and hate crime, fly tipping and environmental crime, public order offences and violence against people or property.

What kind of service you should expect from us

- We will respond to your referral to arrange a mutually convenient time and place to meet with you
- We will allocate a specific officer to deal with your case

- We will provide information on how we will address the matter and what you can do to help us successfully resolve the problem
- We will support you throughout your case
- We will notify you in writing of the outcome of our investigation
- We will close the case following discussion and agreement with you and seek your views about the service provided and how it could be improved
- We will take action if the tenancy conditions are broken. All customers sign a Tenancy Agreement which sets out their rights and responsibilities as a customer. This covers how family members and visitors are expected to behave.

What we can expect from you

Tenants are responsible for the behaviour of every person living in or visiting their home. This also includes responsibility for when their visitors (including their children and anyone sharing their home) are in communal areas, in the surrounding area and in the neighbourhood around their home.

The Council's conditions state that tenants, their visitors (including their children) must not:

- Behave in a way that causes or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality of their home
- Cause damage to Council homes or write graffiti on Council property
- Harass any other person in the locality of their home (harassment includes racist behaviour or language that offends)
- Interfere with any security and safety equipment in communal blocks.
For example, by jamming security doors or fire doors open or letting strangers in without identification
- Let their pets cause a nuisance or annoyance to other people or damage to property

- Be violent or threaten violence against any person residing with them or living in a Council house
- Harass, use mental, emotional, physical or sexual abuse to make anyone who lives with them leave the home. If a person leaves the home because of domestic violence we may take action to end the tenancy
- Use abusive or threatening language or act in a violent, aggressive or abusive manner towards the Council's members, officers or agents.
- Do anything; or allow something to happen, that interferes with the quality of anyone else's life

This is not a limited list and the council will take appropriate action against anyone that causes anti-social behaviour.

Our commitments to you

We will:

- On receipt of your complaint acknowledge the complaint within 24 hours and follow up with the customer within five working days
- On receipt of your complaint log all the details and send you an acknowledgement letter within two working days which will include a unique reference number
- Advise you of the name of the officer who will be dealing with your complaint
- Arrange to talk to you as soon as we can, but within five working days
- Discuss the situation and advise you on what action can be taken to resolve the matter
- Ask you to keep a detailed diary of events by providing you with Monitoring Forms to complete
- Provide extra support to vulnerable customers
- Work with you to try to end the problem, and explain clearly what is happening at each stage

- Refer the matter to the Council's Enforcement Team if it is in relation to noise nuisance or bonfires
- Treat all complaints seriously, investigating them promptly and fairly
- Take appropriate, effective action to assist those who are affected by or who are the victims of anti-social behaviour
- Help you to compile evidence and make statements
- Pass serious cases meeting the Council's threshold test to the Council's Anti-social behaviour team
- If your case is urgent, for example it involves violence or threats of violence we will take urgent action i.e. obtain an Injunction Order through the County Court. In special circumstances we can arrange for witnesses to be given support and protection
- Attempt to end complaints without legal action but will consider legal action against any person who continues to behave in an anti-social manner
- Log and monitor all incidents, making sure that your information is kept confidential at all times
- Contact you at least once every two weeks until your complaint has been closed. Work with you to try and end the problem and explain clearly what is happening at each stage
- Contact you to discuss the case and agree that the case can be closed – before we close the case. This will be confirmed in writing and you will be issued with a customer survey which we would ask that you complete to help us improve our service to customers
- Ensure that our staff are fully trained to deal with your case
- Work with our partners including the Local Policing Teams to make your neighbourhood a good place to live.

Please see page two for contact details.



Moving Into Your New Home

Who to Contact

Moving home can be a really stressful time. To help you to make your move as 'stress free' as possible we have prepared a list of organisations and people that you may wish to contact.

Council services

Council Tax

Will need to know the date of your change of address.

Housing Benefit

If you are entitled to Housing Benefit you will need to stop any benefit being paid on your old address and claim at your new address.

Rothercare

Schools

Contact the Education Department to find out about schools in your new area.

For general Council enquiries contact: **01709 382121** or visit the website: **www.rotherham.gov.uk**

Other services

Bank

Your building society and credit card companies.

Benefit Agency

If you receive Income Support, a state pension or any other benefit.

Car Insurance

If you own a car you will need to inform your insurers of your change of address.

Car Loan Dentist

Doctor

DVLA

If you have a driving licence you must inform DVLA of your new address.

Friends and relatives

Employer

Home Contents Insurance

You will need to inform your insurers of your change of address. We also provide a home contents insurance scheme (see page 21).

Mail Order or Home Shopping Companies

Newsagents

Optician

Other Hire Purchase or Loan Companies

Post Office

The post office will redirect mail from your old home to your new home for a small charge.

Probation Service

Satellite/Cable TV Company

Social Worker

Sports/Social Clubs

Telephone and Mobile

Telephone and mobile companies will need to know your new contact details.

TV licensing

For changes of address or for new licences.

Welfare Officer

Vet



Home Contents Insurance

Your landlord (the Council) is only responsible for maintaining the buildings part of your home; in other words, ensuring that your home is structurally sound, and renewing items such as kitchen and bathroom units.

We are not responsible for replacing your items in circumstances such as theft, fire, vandalism or frozen and burst water pipes. This extends to your furniture, TV, clothing, carpets, wallpaper and other decorations and electrical goods.

The Council has teamed up with an insurance company, to provide a Home Contents Insurance Scheme, giving tenants extra peace of mind.

The scheme is extremely easy to join and cover is provided across the whole of Rotherham with no postcodes excluded from the scheme. There are no extra security devices required on your home.

To join the scheme all you have to be is a Council tenant. The claims service is very quick and there is no excess to pay should a claim be made.

Contact us at any Customer Service Centre for an application form, or telephone 01709 336009.

Connecting to gas, water, electricity and phone

When you move into your new home you will need to find out which supplier you are on for your gas, electricity, water and telephone services. You can then choose to remain with these suppliers or you have the right to change to a supplier of your own choice.

Once you have selected your supplier please contact them to give them your name, address and how you are going to pay.

You also need to arrange an adequate gas and electrical credit on your gas and electrical meters so that our engineers can check gas safety and reconnect your supplies.

When you move into your new home an engineer appointment will be arranged at a convenient time to suit you. Failure to be present at the property to allow access for the engineer to carry out their work may result in you being recharged for the aborted visit. You will be charged rent from the date of your appointment.

The only time we are unable to carry out this work is when a tenant fails to give access to their home or has not arranged for an adequate gas and electrical credit on their gas and electrical meters.

Please tell us if you will not be at home at the time we say we are coming so that we can arrange a more suitable appointment.

Failure to allow access to our repair contractor, is a breach of your tenancy conditions. You will be recharged any costs we incur, including our administration costs.

Help us to help you stay safe – let us in when we need to check for gas safety.

Gas:

Meter number helpline: 0870 608 1524

Water:

Yorkshire Water: 08451 242 420

Severn Water: 03457 500 500

Electricity:

Yorkshire's regional electricity distribution number: 0845 330 0889

Telephone:

If you want to have a telephone in your property, you must directly contact the company whom you wish to use.

Exchanging your property with someone else

If you have a secure tenancy (periodic or fixed term) and you obtain the Council's permission you can swap with another Council tenant or someone who is the tenant of another landlord such as another local authority or housing association.

Information on which homes are available for exchanges can be found on the www.swapandmove.co.uk website. When you have found someone to exchange your home with then contact us with the details and we will decide whether to give you permission. It is important that you do not exchange your home without our permission. If you do so then you could lose your right to any Council property.

For secure tenancies, an application to exchange can only be refused on one of the grounds in the Housing Act 1985 Schedule 3, the most relevant of which are summarized below:

- Either of the tenants has an outstanding possession order against them, or a notice seeking possession is in force on one of the following grounds:
 - Breach of tenancy conditions or rent arrears
 - Nuisance or annoyance to neighbours
 - Damage to property or any furniture provided
 - False information provided with application for housing
- If there is an anti-social behaviour injunction or ASBO in place or pending against the tenants or a member of their household
- The incoming tenant there is an anti-social behaviour injunction or ASBO in place or pending against the tenants or a member of their household
- The incoming tenant would over-occupy the property
- The incoming tenant would substantially under-occupy the property
- The extent of the accommodation is not reasonably suited to the incoming tenant
- The accommodation is designed for tenants with special needs or who are physically disabled, and the incoming tenant would not require these features

Transferring to another property

If you have been a Council tenant for two years and there have been no tenancy breaches during this two year period you can apply to go on the transfer register.

If you have a secure tenancy (periodic or fixed term) and are under occupying your home you may be eligible to move to a home with fewer bedrooms.

To find out if you are eligible please telephone 01709 336009.

Overcrowding

If your accommodation becomes much too small for your household you may be considered to be living in overcrowded conditions under the law. Your home may be legally overcrowded if there are not enough rooms or space for the number of people who live there.

If you are living in overcrowded conditions, there may be options available to you, such as a transfer to another property.

We will need you to tell us how many people are living and sleeping in your home to calculate if your home is overcrowded. You must co-operate to reduce the overcrowding if we require you to do so. You must not allow other people to move into your home if it is not large enough.

For further details of the room standard and space standard contact us (see page two) or visit www.rotherham.gov.uk

When we may end your tenancy

If you temporarily leave your home for a period of four weeks or more, you, a family member or friend must inform us.

Reasons for leaving your home may include:

- Holiday lasting four weeks or more
- Visit to a relative or friend to provide support for four weeks or more
- Prison sentence lasting four weeks or more
- Hospital stay lasting four weeks or more
- Residential home stay lasting four weeks or more.

If you are a secure tenant the Council cannot end your tenancy without a Possession Order from the County Court. A Possession Order will only be given on certain grounds known as “grounds for possession”. The full grounds are set out in an Act of Parliament known as the Housing Act 1985.

If you have a fixed term tenancy we will begin to review your tenancy 12 months prior to the end of the fixed term to determine your household’s future need. If we are not going to grant you a further fixed term tenancy, we will give you at least six months’ notice that the tenancy is coming to an end. During the fixed term of the tenancy we cannot end your tenancy without a Possession Order from County Court.

